NO. H250150
VANCOUVER REGISTRY
ESTATE NO. 11-254748, 11-254749

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PETERSON INVESTMENT GROUP INC.

PETITIONER

AND:

1076255 B.C. LTD., LIGHTSTONE DEVELOPMENT LTD., 1082463 B.C. LTD., 1218548 B.C. LTD., GOLD COAST INDUSTRIES LTD., XIAO SONG ZHENG, XIAO LI, YING ZHENG YU, BLUESHORE LEASING LTD., GOULD LEASING LTD., LI JIANG, BEI CHEN, QING SU, JIDE LIU, 686912366 INVESTMENT LTD., LEI BUN LEUNG, XIAO LIAN ZHANG, JOHNSON RUI LEUNG, JON KIT LEUNG, KAREN LEUNG, SHUN FENG INVESTMENT LTD., LIWEI SUN and 12503343 B.C. LTD.

RESPONDENTS

FIRST REPORT OF THE RECEIVER

July 4, 2025

FIRST REPORT OF THE RECEIVER

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INTRODUCTION

1. On February 24, 2025 (the "**Receivership Date**"), FTI Consulting Canada Inc. ("**FTI**") was appointed as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertaking and property (collectively, the "**Property**") of 1076255 B.C. Ltd. ("**107**") and Lightstone Development Ltd. ("**Lightstone**" and together with 107, the "**Debtors**") pursuant to an order pronounced by the Supreme Court of British Columbia on February 13, 2025 (the "**Receivership Order**").

2. The Receivership Order authorizes the Receiver to, among other things, take possession of and exercise control over the Property, manage, operate and carry on the business of the Company, and to market any or all of the Property, including advertising and soliciting offers to purchase the Property.

3. The primary asset of the Debtors is a residential and retail commercial real estate development located at 2096 West 47th Avenue, Vancouver, British Columbia in the Kerrisdale neighbourhood of Vancouver, British Columbia, known as "**Chloe**".

4. Concurrently with filing this first report of the Receiver (the "**First Report**"), the Receiver intends to file notices of application for the following:

    a) an order declaring that approximately $3.1 million held in trust by Clark Wilson LLP ("**Clark Wilson**") pursuant to the *Strata Property Act*, S.B.C. 1998, c 43 (the "**SPA Holdbacks**") is Property of the Company (the "**SPA Holdback Order**");

    b) an order approving the disclaimer of certain pre-receivership contracts for purchase and sale of commercial and residential units (the "**Pre-sale Disclaimer Order**");

c) an order (the "**Sale Approval Order**") that the Receiver is at liberty to obtain approval and vesting orders in respect of any of the Residential Lots (as subsequently defined) by way of desk order by filing with the Court an executed Receiver's Sale Certificate (each, a "**Certificate**") which Certificates shall:

i. attach as an exhibit a true copy of the agreement of purchase and sale in respect of the subject Residential Lot (or Residential Lots), including any relevant addendums;

ii. confirm that the deposit for the sale has been paid to the Receiver and that the time for recission in respect of the agreement of purchase and sale has passed; and

iii. confirm that the gross purchase price in respect of the subject Residential Lot (or Residential Lots) falls within the price range defined in the Confidential Supplement to the First Report of the Receiver dated July 4, 2025 (the "**Confidential Supplement**");

d) an order approving a purchase and sale agreement (the "**Commercial Purchase Agreement**") for commercial strata lots 1 and 2 and vesting the assets in the purchaser, free and clear of any encumbrances (the "**Commercial SAVO**");

e) an order authorizing the Receiver to make an assignment in bankruptcy in respect of one or more of the Debtors (the "**Bankruptcy Order**"); and

f) an order sealing the Confidential Supplement (the "**Sealing Order**").

5. The purpose of this First Report is to provide this Honourable Court with information with respect to the following:

a) the background of the Debtors and Property;

b) the Receiver's activities since the Receivership Date;

c) the SPA Holdbacks and the Receiver's application for the SPA Holdback Order;

d) the status of pre-sale agreements entered into by the Debtors and the Receiver's application for the Authorisation and Direction to Disclaim Order;

e) the process conducted by the Receiver to select a marketing agents for the residential commercial units;

f) the Receiver's application for the Sale Approval Order;

g) the Receiver's application for the Commercial SAVO;

h) the Receiver's application for the Bankruptcy Order;

i) a summary of the Receiver's interim statement of cash receipts and disbursements for the period from the Receivership Date to June 13, 2025 ("**R&D**"); and

j) the Receiver's conclusion and recommendations.

2. The Receivership Order and other publicly available information in respect of these proceedings are posted on the Receiver's website at http://cfcanada.fticonsulting.com/107/.

TERMS OF REFERENCE

6. In preparing this First Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "**Information**").

7. Except as described in this First Report:

   a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and

   b) The Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

8. Future oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.

9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

BACKGROUND

10. The Debtors were formed for the purpose of developing Chloe, with 107 as registered owner in trust for Lighstone as beneficial owner.

11. Lightstone is owned by three companies: Gold Coast Industries Ltd. ("**Gold Coast**"), 1082463 B.C. Ltd. ("**1082**"), and 1218548 B.C. ("**1218**"). 1082 and 1218 are owned 50/50 by the same two individuals: Xiao Song Zheng (who also goes by the name "**Vicky Zheng**") and Xiao Li. Gold Coast is owned by Ying Zheng Yu and Fangchi Yu.

12. Vicky Zheng is the principal of Lightstone, the developer of Chloe.

13. Chloe is a mixed-used residential and commercial building, consisting of a four-storey concrete building with two levels of below grade parking. It includes 46 residential strata lots and 11 commercial strata lots.

14. McCarthy Tétrault LLP ("**Receiver's Counsel**") has provided the Receiver with Strata Plan EPS9998 and Strata Plan EPS9999 denoting the stratified commercial and residential strata lots, respectively. A copy of the Strata Plan EPS9998 and Strata Plan EPS9999 are attached as Appendix "**A**".

15. While an occupancy permit has been issued for Chloe, there is certain warranty, deficiency and building maintenance work that remains to be completed.

16. As at the Receivership Date, 22 residential strata lots were sold and title was transferred to the relevant purchasers. The Debtors were and remain registered and beneficial owners of the remaining unsold lots (together, the "**Unsold Units**"), as described in Appendix "**B**":

    a) 24 residential strata lots (the "**Residential Units**" listed by strata lot number); and

    b) all 11 commercial retail strata lots (the "**Commercial Units**" listed by strata lot number).

17. Certain of the Unsold Units, including all of the Commercial Units ("**Incomplete Units**"), were subject to pre-receivership contracts for purchase and sale for which sales had not yet completed together with (the "**Incomplete Contracts**"). The Incomplete Contracts also include an incomplete pre-receivership contract for purchase and sale in respect of a residential strata lot that was sold to another purchaser.

18. Many of the Incomplete Contracts appear to have expired on their terms, as detailed below. The Receiver is not aware of any pre-sale purchasers who exercised a right under the Incomplete Contracts to extend the applicable outside termination date.

19. The Debtors had the following secured debt as at the Receivership Date:

a) $47.3 million plus accrued interest and legal costs (the "**NBC Loan**") owing to National Bank of Canada ("**NBC**"), secured by a mortgage and assignment of rents under instrument numbers CB292874 and CB292875 (the "**NBC Mortgage**") and a general security agreement registered under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 (the "**PPSA**");

b) an undetermined amount (the "**Westmount Loan**"), to Westmount West Services Inc. ("**Westmount**") in respect of the Debtors' deposit protection insurance, secured by a mortgage and assignment of rents in the principal amount of $15,000,000 under instrument numbers CB294046 and CB294047 (the "**Westmount Mortgage**") and a location specific security agreement registered under the PPSA. There were no known claims by pre-sale purchasers for return of deposits against Westmount as at the Receivership Date, but they are likely to accrue as contracts are disclaimed or otherwise terminated;

c) $19.2 million plus accrued interest and legal costs (the "**Peterson Loan**") to Peterson Investment Group Inc. ("**Peterson**"), secured by a mortgage and assignment of rents under instrument numbers CB293126 and CB293127 (the "**Peterson Mortgage**") and a general security agreement registered under the PPSA;

d) $10.9 million in total owing to the "**Fourth Priority Lenders**". The Fourth Priority Lenders Agreements are attached as Appendix "**C**" and summarized as follows:

i. $3.5 million to Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, and Karen Leung, secured by a mortgage and assignment of rents registered against Commercial Units 1, 2, 6, 7 and 8;

ii. $4 million to Li Jiang, secured by a mortgage and assignment of rents registered against Commercial Units 6, 7 and 8;

iii. $2.5 million to Bei Chen, Qing Su, Jide Liu, secured by an option to purchase (now expired), mortgage and assignment of rents registered against Residential Units 19, 37 and 43; and

iv. $850,000 to 686912366 Investment Ltd., secured by a mortgage and assignment of rents registered against Residential Unit 34.

e) Urban One Contractor Inc. ("**Urban One**"), the general contractor for Chloe, claims a lien against the SPA Holdbacks in the amount of approximately $676,000 (the "**Urban One Lien**").

20. As at the Receivership Date, the Debtors reported approximately $2.2 million of unpaid GST remittances and approximately $1.5 million owing to unsecured creditors.

21. The NBC Loan was initially secured by a prior mortgage and assignment of rents with registration numbers CA8665673-CA8665674 (the "**First NBC Mortgage**") which was registered on title to the lands on which Chloe was built, before those lands were subdivided into strata lots (the "**Original Lands**"). The legal description of the Original Lands (prior to subdivision) was:

PID: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

22. The First NBC Mortgage was registered on December 22, 2020 and was discharged on October 24, 2022, following registration of the NBC Mortgage, as shown by the historic title search attached hereto as Appendix "**D**".

23. The Receiver's Counsel conducted a security review of the NBC Loan and Westmount Loan. The security review did not include a review of the First NBC Mortgage. The Receiver is advised by Receiver's Counsel, subject to standard assumptions and qualifications, that

    a) the NBC Loan is secured by a first priority mortgage; and

    b) the Westmount Loan by a second priority mortgage.

24. On April 3, 2025, Peterson obtained an order nisi of foreclosure in this proceeding confirming its priority over the petition respondents.

25. The Receiver has become aware of certain unsecured claims against the Debtors by some pre-sale purchasers of Residential Units. These parties claim to have paid for their units in full directly to the Debtors. It appears these alleged purchases were not completed through legal counsel, nor were they completed under trust conditions to ensure security discharges of the encumbrances or in conjunction with the lenders.

26. The Receiver has not investigated these claims in detail except to verify that legal and beneficial title to the Residential Units remains with the Debtors. As noted above, any claim would be unsecured and subordinated to the registered mortgages.

27. On the Receiver's current assessment of the Debtors' affairs, it does not appear that secured creditors will receive full recovery.

RECEIVER'S ACTIVITIES

28. The Receiver's initial activities since the Receivership Date have included the following:

a) attending an initial meeting with representatives of Lightstone to notify them of the receivership and explain the Receivership Order;

b) retaining the Receiver's Counsel to act as independent legal counsel to the Receiver;

c) taking possession of the Residential Units and Commercial Units including securing the keys and changing locks, where appropriate;

d) taking possession of the available books and records of 107 and performing a backup of the Company's electronic records;

e) corresponding with MNP LLP as the Debtors' accountant to arrange the transfer of all accounting books and records;

f) freezing all of the Debtors' bank accounts and setting up estate bank accounts;

g) notifying Canada Revenue Agency ("**CRA**") of the Receiver's appointment and requesting that new remittance accounts be opened for the goods and sales tax obligations arising subsequent to the Date of Appointment;

h) attending to various statutory notices and other duties of the Receiver pursuant to the Receivership Order, the Bankruptcy and Insolvency Act and other applicable statues;

i) communicating with Chloe's residential strata manager, Rancho Management Services (B.C.) Ltd. ("**Rancho**") and retaining Rancho to act as strata manager for the Commercial Units;

j) acting as Chloe's residential strata council until first annual general meeting of the residential strata corporation can be held;

k) attending to insurance matters including adding the Receiver as named insured on the Debtors' insurance policies and obtaining supplemental coverage where required;

l) retaining Onside Site Restoration to perform urgent restoration work to remediate damage to certain units caused by a burst pipe in February 2024;

m) retaining Urban One to assist with construction, warranty and deficiency work;

n) engaging Avison Young Valuation & Advisory Service, LP ("**AY**") to complete an appraisal for the Unsold Units (the "**AY Appraisal**");

o) responding to various parties that submitted offers or expressed interest in purchasing certain of the Residential Units and Commercial Units;

p) soliciting competitive brokerage proposals and selecting Marcus & Millichap REIS Canada Inc. ("**M&M**") and Exclusive Vancouver Real Estate Group ("**EV**") to act as exclusive brokers for the Commercial Units and Residential Units, respectively;

q) filing an updated Disclosure Statement (the "**Receivership Disclosure Statement**") and a subsequent amendment (the "**First Amendment to the Receivership Disclosure Statement**") with the Superintendent of Real Estate and providing a copy of the Updated Disclosure Statement to Pre-sale Units purchasers;

r) arranging for the issuance of two Receiver's Certificates in respect of Receiver's borrowings provided by NBC;

s) disclaiming a lease for one of the Commercial Units and negotiation a potential new lease;

t) providing periodic updates to NBC, Westmount and Peterson in their capacities as senior secured lenders to the Debtor; and

u) preparing this First Report and the Confidential Supplement.

SPA HOLDBACKS

29. On the Receivership Date, approximately $3.1 million of SPA Holdbacks were held in trust by Clark Wilson. The funds had been withheld from the proceeds of 22 pre-receivership sales transactions pursuant to the *Strata Property Act*, S.B.C. 1998, C. 43 ("**SPA**") and the *Builders Lien Act* S.B.C. 1997, c. 45.

30. The SPA requires that the SPA Holdbacks be retained from the Debtors until 55 days after each sold lot has been conveyed to the purchaser (the "**Holdback Period**"), unless a lien is claimed against title to the sold lot or a proceeding is commenced to enforce a lien against the SPA Holdback during that period. The Holdback Period has expired for each of the holdback amounts currently held in trust.

31. On December 9, 2024, Urban One commenced proceedings against the Debtors, Clark Wilson and several John Doe defendants claiming a judgment in the amount of approximately $676,000 plus interest (the "**Urban One Claim**"). Urban One also claims the Urban One Lien against the SPA Holdbacks. A copy of the Notice of Civil Claim filed in the Urban One Claim is attached as Appendix "**E**". The Receiver's Counsel has advised the Receiver that as of July 3, 2025, other than the Urban One Claim, no proceedings claiming a lien against the SPA Holdbacks have been commenced and posted to Court Services Online.

32. The NBC Loan and Peterson Loan, and many of the obligations to Westmount, were advanced or incurred prior to Urban One Claim. Since December 8, 2024—the day prior to filing of the Urban One Claim—no additional amounts were advanced under the NBC Loan or Peterson Loan.

33. The Receiver is seeking the SPA Holdback Order to direct Clark Wilson to pay the SPA Holdbacks to the Receiver forthwith while confirming that neither Clark Wilson, nor any purchasers of the sold the closed units of Chloe, shall bear any liability for doing so. As described further in its application for the SPA Holdback Order, the Receiver's position is that the Receiver is entitled to take possession of the SPA Holdbacks pursuant to the Receivership Order and use these funds in this proceeding, subject to allocation and other approvals.

34. Receiver's Counsel has provided title searches for each of the sold residential strata lots, which are attached as Appendix "**F**". Receiver's Counsel has also provided the contracts for purchase and sale of the sold residential strata lots, which are attached as Appendix "**G**".

AY APPRAISAL

35. The Receiver commissioned the AY Appraisal to inform the Receiver's realization efforts, assist with evaluating the existing pre-sale agreements and support any Court application to approval a sale. AY was selected based on their knowledge of the Vancouver Westside neighborhood, strengths in both residential and commercial properties and prior experience working with FTI.

36. AY was provided with measurements, floorplans and other details in respect of the applicable units and performed a site visit.

37. On April 1, 2025, AY issued the AY Appraisal which ascribes values for each of the Unsold Units.

38. The Receiver is of the view that disclosure of the AY Appraisal may be detrimental to the realization process or jeopardize the value that could be obtained from the remaining Unsold Units and is therefore has included the AY Appraisal in the Confidential Supplement.

DISCLOSURE STATEMENT

39. The Receiver was required to file the Receivership Disclosure Statement pursuant to the *Real Estate Development Marketing Act*, S.B.C. 2004 due to the change in control resulting from the receivership of the Debtors. The Receivership Disclosure Statement was updated for, among other things, the named developer (now FTI in its capacity as Receiver), removal of references to the previous listing agent, and a revised strata budget.

40. The Receiver's Counsel finalized and filed the Receivership Disclosure Statement with the Superintendent of Real Estate on April 10, 2025. A copy of the Receivership Disclosure Statement is attached as Appendix "**H**".

41. The Superintendent of Real Estate requested certain amendments to the Receivership Disclosure Statements and the Receiver's Counsel filed the First Amendment to the Receivership Disclosure Statement on April 29, 2025. A copy of the First Amendment to the Receivership Disclosure Statement is attached as Appendix "**I**".

42. The disclosure statements with four amendments filed by Lightstone prior to the Receivership are attached as Appendix "**J**".

43. The Receiver sent the Receivership Disclosure Statement to all known pre-sale purchasers of Residential Units on April 16, 2025.

44. Subsequently, the Receiver identified six additional Incomplete Contracts that had not previously been disclosed to the Receiver and for which no deposits had been received by Clark Wilson. On April 29, the Receiver sent the Receivership Disclosure Statement to these parties and the First Amendment to the Receivership Disclosure Statement to all pre-sale purchasers of Residential Units.

45. Following receipt of the Receivership Disclosure Statement, seven pre-sale purchasers of Residential Units exercised their right to rescind their pre-receivership contracts for purchase and sale.

DISCLAIMERS OF PRE-RECEIVERSHIP AGREEMENTS

46. As described above, the Debtors entered into the Incomplete Contracts prior to the Receivership Date but did not complete the transactions. Pursuant to the Receivership Order, the Receiver is empowered to disclaim contracts entered into by the Debtors prior to the Receivership Date, where doing so would maximize the value of the Property.

47. Overall, the Receiver is of the view that the net cash proceeds and likelihood of concluding successful transactions for the Incomplete Units would be higher by disclaiming the agreements and remarketing them. It is not in the best interests of creditors to complete the Incomplete Contracts, and the Receiver thus seeks the Authorisation and Direction to Disclaim Order.

48. The Receiver has reviewed the Incomplete Contracts with consideration to, among other things:

    a) the purchase price, conditionality and other commercial terms;

    b) whether the potential purchasers allege to have made loans to the developer which were intended to be set-off against the purchase price of an eventual sale;

c) whether the potential purchasers allege to have paid most or all of the purchase price to the Debtors or other parties already;

d) whether the potential purchases have responded to the Receiver's requests for acknowledgement of the Receivership Disclosure Statement;

e) whether the potential purchaser paid a deposit to Clark Wilson;

f) whether the contracts relate to units that have already been sold; and

g) whether the purchase agreements have expired.

49. As a result of this analysis, the Receiver is planning to disclaim the Incomplete Contracts.

50. Copies of the redacted Incomplete Contracts are attached as Appendix "**K**", with the exception of the Incomplete Contract with Bei Chen, Qing Su, and Jide Liu in respect of Incomplete Units 19, 37 and 43, of which the Receiver is only aware because it is referenced in another agreement of the Debtors, and which the Receiver has been unable to locate and verify. Pricing of the Incomplete Contracts are included in the Confidential Supplement.

51. Title searches for Incomplete Units are attached as Appendix "**L**".

52. The "Strata Lot #" and "Suite #" noted in each Incomplete Contract in respect of residential units correspond to the preliminary strata plan current at the time each such Incomplete Contract was entered. These were revised by amendments to the disclosure statement, and the list below reflects the numbering set out in the fourth amendment to the disclosure statement at Appendix "J":

Incomplete Unit by Strata Lot #	Suite #	Purchaser(s)	Contract Date	Outside (Termination) Date	Deposit Paid
3	203	Andy Ting Lu Wang	November 1, 2024	August 31, 2025	No
3	203	Xuelian Jiang	January 24, 2025	August 31, 2025	No
5	205	Zi Hao Li	June 24, 2021	February 28, 2025	Yes
6	206	Taupe Hospitality Group Inc.	February 19, 2025	August 31, 2025	No
9	209	Yihan Yang	December 19, 2023	March 14, 2025	Yes
15	215	Xiangjun Wang	June 24, 2021	February 28, 2025	Yes
25	309	Xuelian Jiang	January 24, 2025	August 31, 2025	No
27	311	1250334 B.C. LTD.	August 10, 2021	February 28, 2025	Yes
37	402	1250334 B.C. LTD.	July 14, 2021	February 28, 2025	Yes
39	404	Xuelian Jiang	January 24, 2025	August 31, 2025	No
43	408	Liwei Sun	July 14, 2021	February 28, 2025	Yes
46	411	Lin Zhou	February 22, 2022	February 28, 2025	Yes
CRU 1, 2	1, 2	Kui Chen	May 16, 2022	February 28, 2025	No
CRU 3, 4, 5	3, 4, 5	1363448 B.C. LTD. and Qing Su	September 25, 2023	February 28, 2025	No
CRU 3, 4, 5	3, 4, 5	1518861 B.C. LTD.	January 6, 2025	N/a	Unknown

Incomplete Unit by Strata Lot #	Suite #	Purchaser(s)	Contract Date	Outside (Termination) Date	Deposit Paid
CRU 9, 10, 11	9, 10, 11	1518861 B.C. LTD.	January 6, 2025	N/a	No

53. The above purchase agreement with 1518861 B.C. Ltd. for CRU 3, 4, 5 was subject to an assignment agreement to assign the units to Lunanova Shipping Ltd. A copy of the assignment agreement is attached as Appendix "**M**".

54. In addition, the Fourth Priority Lenders had communicated with the Receiver asserting a potential right to complete a purchase in the event that the Fourth Priority Lenders were not otherwise repaid. The Receiver is planning to disclaim the following Incomplete Contracts, to the extent that there were executed purchase and sale agreements entered into with the Fourth Priority Lenders:

Incomplete Unit by Strata Lot #	Suite #	Purchaser(s)	Contract Date	Outside (Termination) Date	Deposit Paid
34	318	686912366 Investment Ltd.	May 9, 2024	February 28, 2025	Unknown
19, 37, 43	303, 402, 408	Bei Chen, Qing Su, Jide Liu	October 27, 2024	Unknown	Unknown
CRU 6, 7, 8	6, 7, 8	Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung	September 25, 2023	February 28, 2025	Unknown
CRU 6, 7, 8	6, 7, 8	Hao He	September 24, 2024	February 28, 2025	Unknown

55. In addition, the following Incomplete Contract was entered in respect of residential strata lot #2, which has been sold to another purchaser. The Receiver is planning to disclaim the following Incomplete Contract in respect of residential strata lot #2:

Strata Lot #	Suite #	Purchaser(s)	Contract Date	Outside (Termination) Date	Deposit Paid
2	202	Andy Ting Lu Wang	November 1, 2024	August 31, 2025	No

56. An expanded summary including the associated purchase prices and deposits paid is included in the Confidential Supplement.

57. For clarity and out of a desire for efficiency, finality and certainty, the Receiver seeks to disclaim Incomplete Contracts for which disclaimer may not be strictly necessary, including:

a) Incomplete Contracts appear that appear to have expired on their terms, as described above;

b) The Incomplete Contract with Bei Chen, Qing Su, and Jide Liu in respect of Incomplete Units 19, 37 and 43, of which the Receiver is only aware because it is referenced in another agreement of the Debtors, and which the Receiver has been unable to locate and verify (this purported agreement is described as an Incomplete Contract for the Court's completeness only, and disclaimer is sought to the extent the agreement exists); and

c) Incomplete Contracts for the Commercial Units. The pre-sale purchasers under these agreements have either expressed that they do not wish to complete their respective transactions or renegotiated their purchase and sale agreement (as described further below regarding the Commercial SAVO Order).

58. Deposits, to the extent they were paid by pre-sale purchasers, were collected by Clark Wilson (counsel to the Debtors). The Receiver has reviewed records provided by Clark Wilson that indicate all pre-sale deposits collected were released prior to the Receivership Date, and none are held in trust by Clark Wilson.

SALES APPROVAL ORDER

59. The Receiver solicited competing proposals from three residential real estate brokerage firms to act as listing agent for the Residential Units. The three firms were each provided with detailed listings of the Residential Units and other building information to assist with their proposals and were provided with access to the building to perform walkthroughs of the individual units.

60. The Receiver met with each of the listing agents to discuss their proposals including valuation assumptions, proposed sales strategy, marketing approach and projected absorption periods.

61. The Receiver, in consultation with NBC and Peterson selected EV as the exclusive listing agent for the Residential Units based on, among other things, the following factors:

a) EV is a professional marketing agent in residential real estate with a high profile in Vancouver and the Kerrisdale neighbourhood and westside of Vancouver;

b) the marketing approach proposed by EV is well suited to the variety of layouts and profiles of the Residential Units;

c) the pricing guidance provided by EV is aligned with Receiver's objective of maximizing recoveries while incentivizing timely sales in the current challenging real estate market in Vancouver;

d) EV has experience marketing residential property in the context of a receivership proceeding; and

e) the commission structure proposed by EV is competitive with the other proposals received.

62. The Sales Approval Order will allow for the approval, sale and vesting of the Residential Units by desk order upon the filing of a Certificate by the Receiver in respect of each Residential Unit that, among other things, will confirm that the gross purchase price in respect of the subject Residential Unit falls within a prescribed price range ("**Price Range**"). The Price Range was adjusted from the appraised values in consultation with the listing agents and the senior secured creditors given the recent turn in the Lower Mainland real estate market, as described in the Confidential Supplement.

63. The Price Range, which is described in the Confidential Supplement, has been developed in consultation with EV based on, among other things:

a) recent historic sales of comparable units in the Kerrisdale neighbourhood;

b) projected absorption in the Kerrisdale residential condominium market; and

c) the attributes and relative attractiveness of each of the individual Residential Units.

64. The Receiver's comments with respect to the Sale Approval Order are as follows:

a) the Receiver is of the opinion that selling the Residential Units on an individual basis will provide stakeholders with the greatest possible recovery;

b) the Sale Approval Order will permit the Receiver to expeditiously and efficiently complete the sale of the Residential Units at a lower cost than having Court hearings to approve each individual sale;

c) the price ranges provided for in the Sale Approval Order have been developed in consultation with EV and with consideration to the AY Appraisal, competing broker proposals and recent comparable sales;

d) the Price Range has been developed to maximize recoveries while incentivizing timely sales to mitigate the ongoing interest costs and costs of the receivership proceedings;

e) the EV Marketing and Sales Service Agreement provides for the Residential Units to be broadly marketed in a fair and transparent manner;

f) the marketing efforts proposed by EV include posting the listing on the Multiple Listing Service and will allow the Residential Units to be marketed to a wide range of potential purchasers;

g) the Receiver has shared its draft application for the Sale Approval Order with key stakeholders including NBC, Westmount and Peterson, who are reviewing and confirming instructions; and

h) overall, the Sale Approval Order will allow the Receiver to pursue timely sales of the Residential Units and is in the best interests of the Debtors' stakeholders.

65. A copy of the redacted EV Marketing and Sales Services Agreement without the Price Range is attached as Appendix "**N".** Additional details with respect to the Marketing and Sales Services Agreement and Price Range are included in the Confidential Supplement.

COMMERCIAL LISTING AGENT

66. The Receiver solicited competing proposals from three commercial real estate brokerage firms to act as listing agent for the Commercial Units. The three firms were each provided with details of the Commercial Units and were provided with access to the building to perform walkthroughs of the individual units.

67. Similar to with the Residential Units, the Receiver met with each of the commercial brokers to discuss their proposals including valuation assumptions, proposed sales strategy and marketing approach and pricing guidance.

68. The Receiver, in consultation with NBC and Peterson, have decided to engage M&M to act as exclusive listing agent for the Commercial Units based on, among other things, the following factors:

a) the favourable pricing guidance and fee structure included in M&M's proposal;

b) M&M reputation as a market leading broker of commercial retail property in Vancouver; and

c) M&M's previous experience acting as the leasing agent for the Chloe commercial units has provided them with knowledge of the building and potential purchasers.

69. A copy of the redacted M&M Marketing and Sales Services Agreement without the Price Range is attached as Appendix "**O**"**.**

COMMERCIAL SAVO

70. Prior to the Receivership, the Debtors had marketed the Commercial Units extensively since at least December 2024, but were unable to complete a transaction prior to the Receivership Date.

71. Following the Receivership Date, Lightstone provided the Receiver with three purchase agreements for various Commercial Units which had unsatisfied conditions or had otherwise been unable to close.

72. The Receiver inquired with the potential purchasers as to their willingness to complete the transactions and each party confirmed that they were not willing to complete a transaction on the existing contract terms. However, one purchaser, 7D Holdings Ltd. presented a revised offer to the Receiver and, following negotiations and consultation with the secured lenders, the Receiver entered into the Commercial Purchase Agreement with 7D Holdings Ltd. on May 1, 2025.

73. A copy of the redacted Commercial Purchase Agreement is attached as Appendix "**P**". The price of the Commercial Purchase Agreement is described in the Confidential Supplement.

74. The key commercial terms of the Commercial Purchase Agreement are summarized as follows:

a) the purchaser is 7D Holdings Ltd.;

b) the purchased property includes the commercial retail strata lots referred to as Commercial Unit 1 and Commercial Unit 2;

c) it is subject to certain conditions in favour of 7D Holdings Ltd. including verification of the property's suitability for its intended use as a dental clinic, access to necessary drawings, physical unit inspections and other due diligence items that have since been satisfied;

d) it is conditional upon the approval of this Honourable Court; and

e) closing is to occur no later than 3 business days from Receiver obtains a certified copy of court order approving the Commercial SAVO.

75. The Receiver's comments with respect to the Commercial SAVO are as follows:

a) the Commercial Units have been marketed for sale by the Debtors since at least December 2024;

b) the purchase price is reasonable when compared to the AY Appraisal and pricing guidance provided by M&M in respect of Commercial Units 1 & 2;

c) the sale is supported by NBC, Westmount and Peterson; and

d) overall, it is the Receiver's view that completing the transaction contemplated by the Commercial Purchase Agreement is reasonable in the circumstances and is in the best interests of the Debtors' creditors.

ASSIGNMENTS IN BANKRUPTCY

76. The Receiver is seeking the authorization of this Honourable Court to assign the Debtors into bankruptcy. The Receiver's preliminary review of the information indicates that there have been recent transactions that are not reflected in the books and records of the Debtors, some of which may have been with related and/or affiliated parties. Assignments in bankruptcy in respect of the debtors will allow the trustee in bankruptcy enhanced powers to investigate these transaction and pursue them under the BIA for the benefit of the estate and creditors.

77. The Debtors are insolvent and have committed acts of bankruptcy pursuant to the BIA, including failure to meet their obligations as they generally become due and owing. Accordingly, a creditor would likely be successful in seeking a bankruptcy order. Allowing the Receiver to assign the Debtors into bankruptcy is a more cost effective method to achieve this result. There is no material prejudice to any party should the Debtors be assigned into bankruptcy.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

78. The Receiver's interim R&D for the period from the Receivership Date to June 13, 2025 is summarized below:

R&D For the period from February 28, 2025 to June 13, 2025 CAD Thousands		
Receipts		
Opening Cash	$	20
Receiver Borrowings		500
Total Receipts		**520**
Disbursements		
Operating Expenses		(29)
Appraisal Fees		(12)
Insurance		(37)
Bank Fees and Interest		(6)
Professional Fees		(117)
Total Disbursements		**(201)**
Cash on Hand	**$**	**318**

79. The key components of the R&D are described as follows:

a) Opening Cash of $20,000 was transferred from the Debtors' bank accounts to the Receiver's estate bank accounts;

b) the Receiver has borrowed $500,000 from NBC under two Receiver Certificates which is secured by the Receiver's Borrowing Charge as defined in the Receivership Order;

c) Operating expenses include costs for, among other things, disclosure statement filing fees, utilities and equipment leasing;

d) Appraisal fees of $12,000 were incurred in respect of the AY Appraisal;

e) Insurance costs of $37,000 include property, liability and strata insurance; and

f) Professional fees of $117,000 relate primarily to legal fees. The Receiver has outstanding invoices totaling approximately $405,000 that have not yet been paid.

80. As at June 13, 2025, the Receiver held $318,000 in the estate bank accounts.

RECEIVER'S RECOMMENDATIONS

81. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the following order:

a) the SPA Holdback Order;

b) the Authorisation and Direction to Disclaim Order;

c) the Sale Approval Order;

d) the Commercial SAVO;

e) the Bankruptcy Order; and

f) the Sealing Order.

*****

All of which is respectfully submitted this July 4, 2025.

FTI Consulting Canada Inc.
in its capacity as receiver of
1076255 B.C. Ltd. and Lightstone Development Ltd.

Tom Powell
Senior Managing Director

Hailey Liu
Director

APPENDIX A

STRATA PLAN OF LOT 1
BLOCK 2 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP91453
EXCEPT: AIR SPACE PLAN EPP133834

STRATA PLAN EPS9998

BCGS 92G.025

0 10 20 30

ALL DIMENSIONS ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

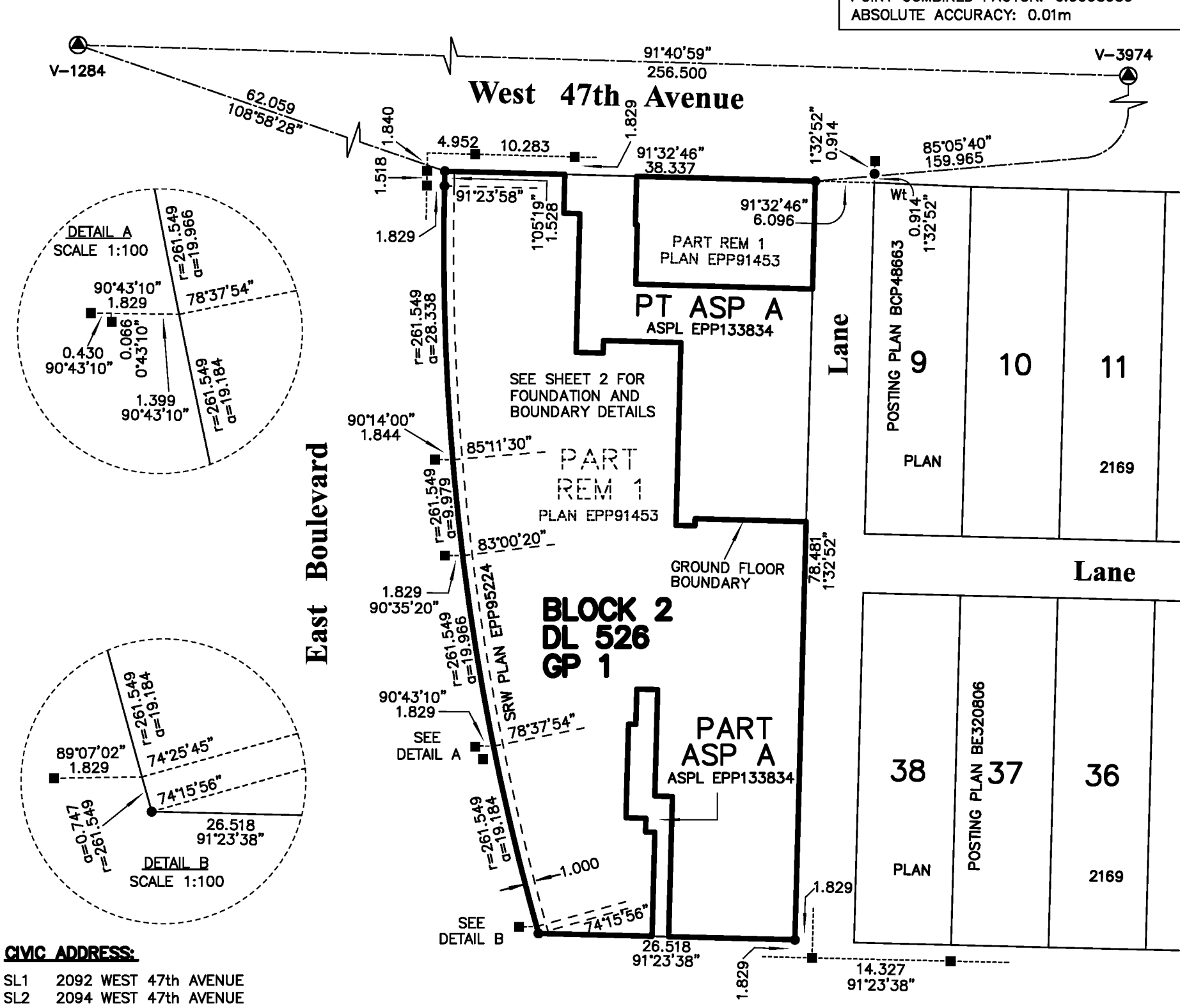
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V–1284 AND V–3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

THIS PLAN SHOWS HORIZONTAL GROUND–LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND–LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995941 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

V–1284
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 488650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

V–3974
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 488907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m



CIVIC ADDRESS:

SL1	2092 WEST 47th AVENUE
SL2	2094 WEST 47th AVENUE
SL3	6306 EAST BOULEVARD
SL4	6316 EAST BOULEVARD
SL5	6326 EAST BOULEVARD
SL6	6336 EAST BOULEVARD
SL7	6346 EAST BOULEVARD
SL8	6350 EAST BOULEVARD
SL9	6370 EAST BOULEVARD
SL10	6390 EAST BOULEVARD
SL11	2099 WEST 48th AVENUE

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_PG1.DWG

LEGEND

- INDICATES CONTROL MONUMENT FOUND
- INDICATES STANDARD IRON POST FOUND
- INDICATES LEAD PLUG FOUND
- INDICATES COMMON PROPERTY
- PT INDICATES PART
- SL INDICATES STRATA LOT
- ASP INDICATES AIR SPACE PARCEL
- ASPL INDICATES AIR SPACE PLAN
- ELEV INDICATES ELEVATOR (COMMON PROPERTY)

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT – CITY OF VANCOUVER

THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 16th DAY OF MAY, 2024
GU GORDON YU, BCLS #808

FOUNDATION AND BOUNDARY DETAILS

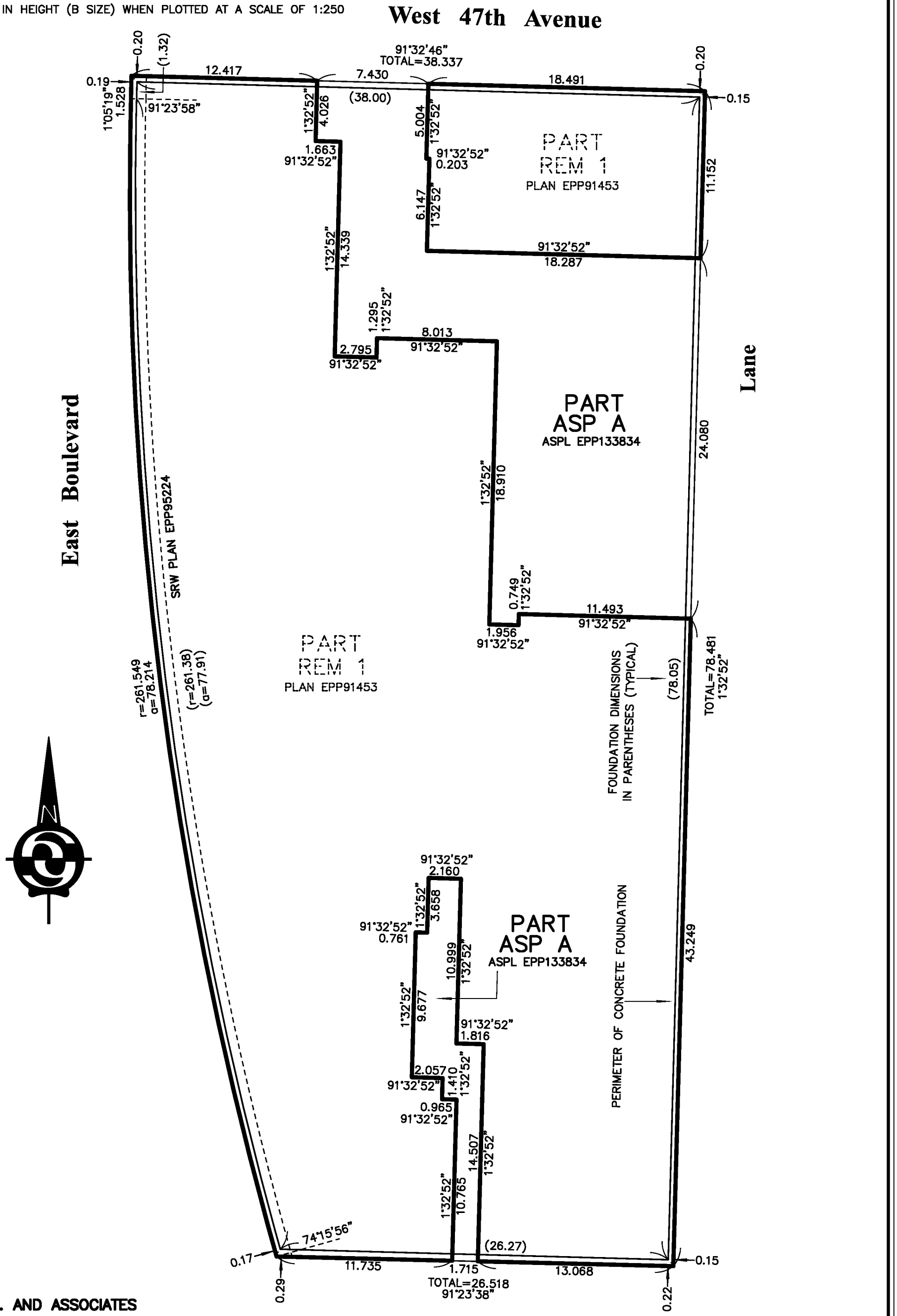
SHEET 2 OF 6 SHEETS

STRATA PLAN EPS9998

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_PG2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

UNDERGROUND PARKING (P1)

STRATA PLAN EPS9998

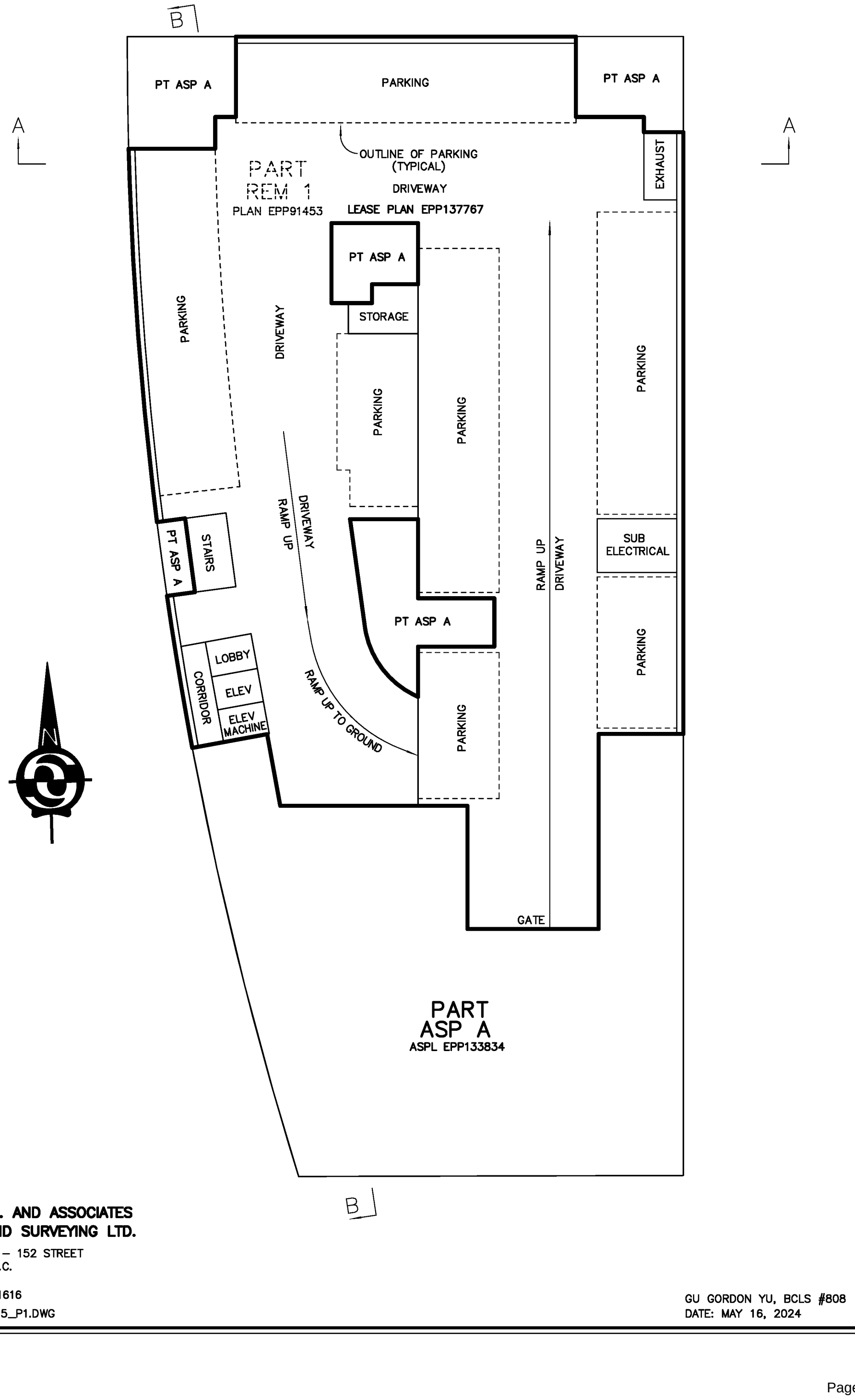
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.



H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

GROUND FLOOR

SHEET 4 OF 6 SHEETS

STRATA PLAN EPS9998

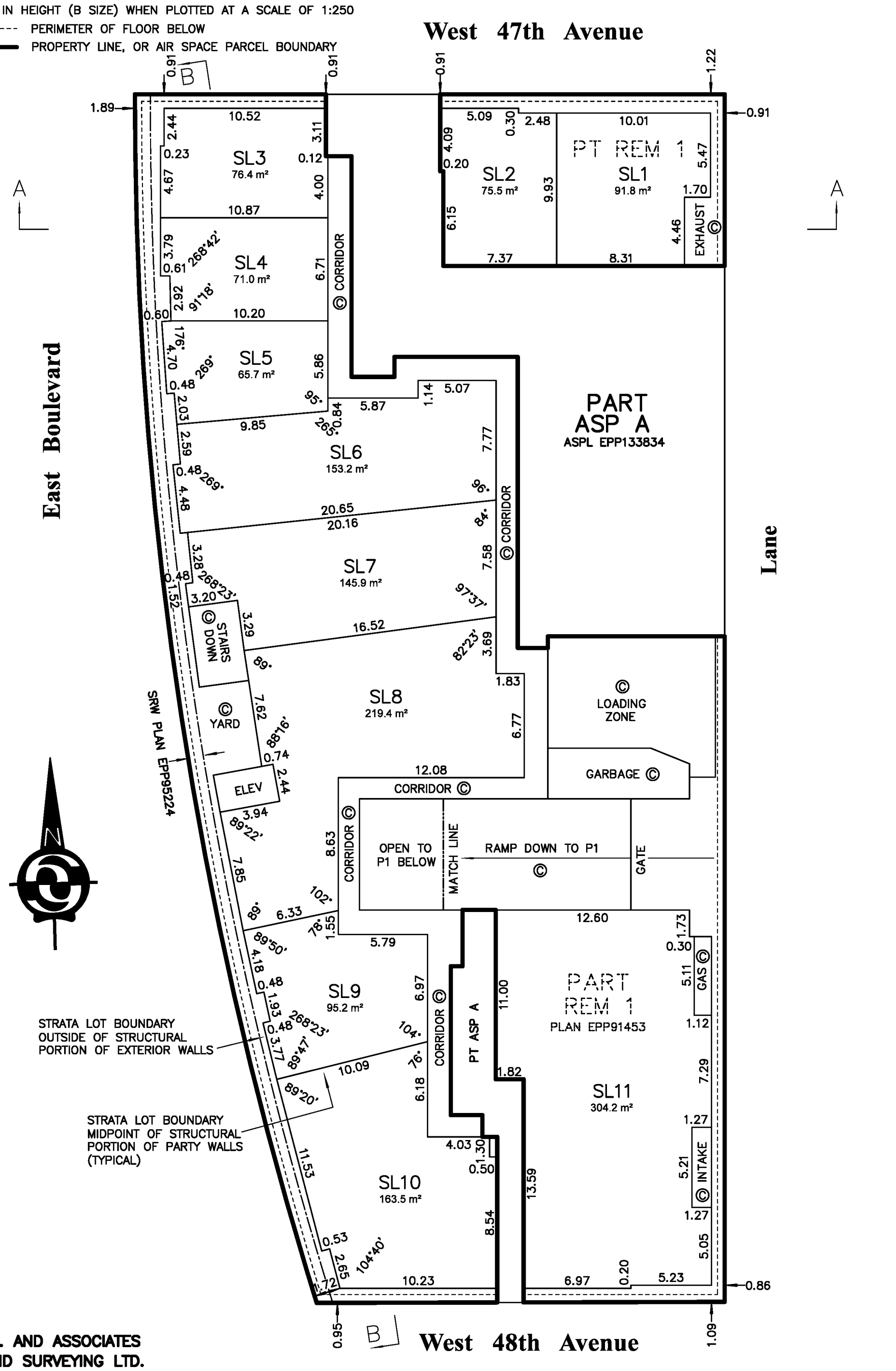
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



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200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_1.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

2nd FLOOR TO ROOF

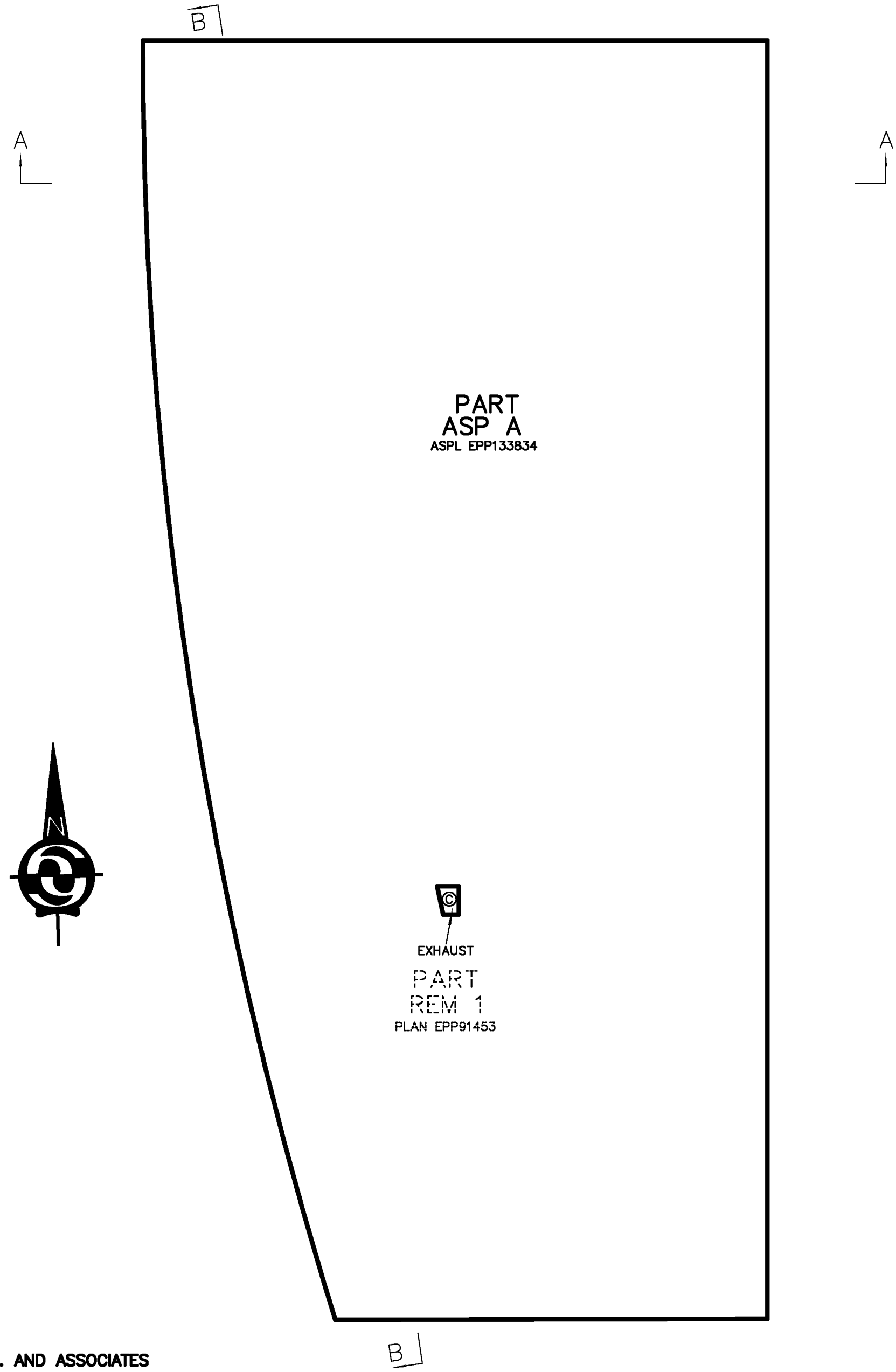
STRATA PLAN EPS9998

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



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LAND SURVEYING LTD.
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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

CROSS SECTIONS

SHEET 6 OF 6 SHEETS

STRATA PLAN EPS9998

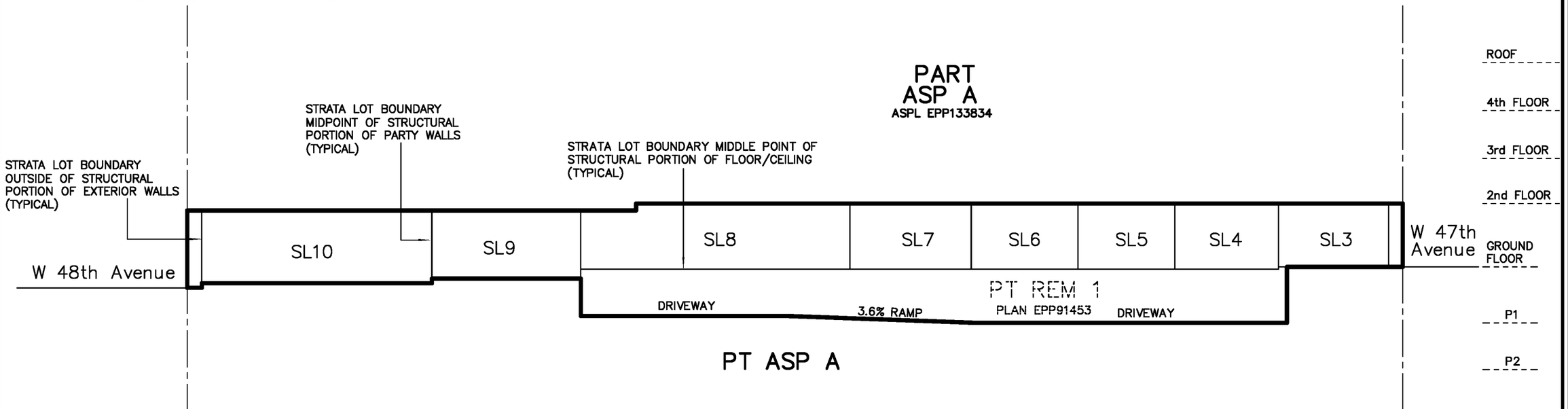
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

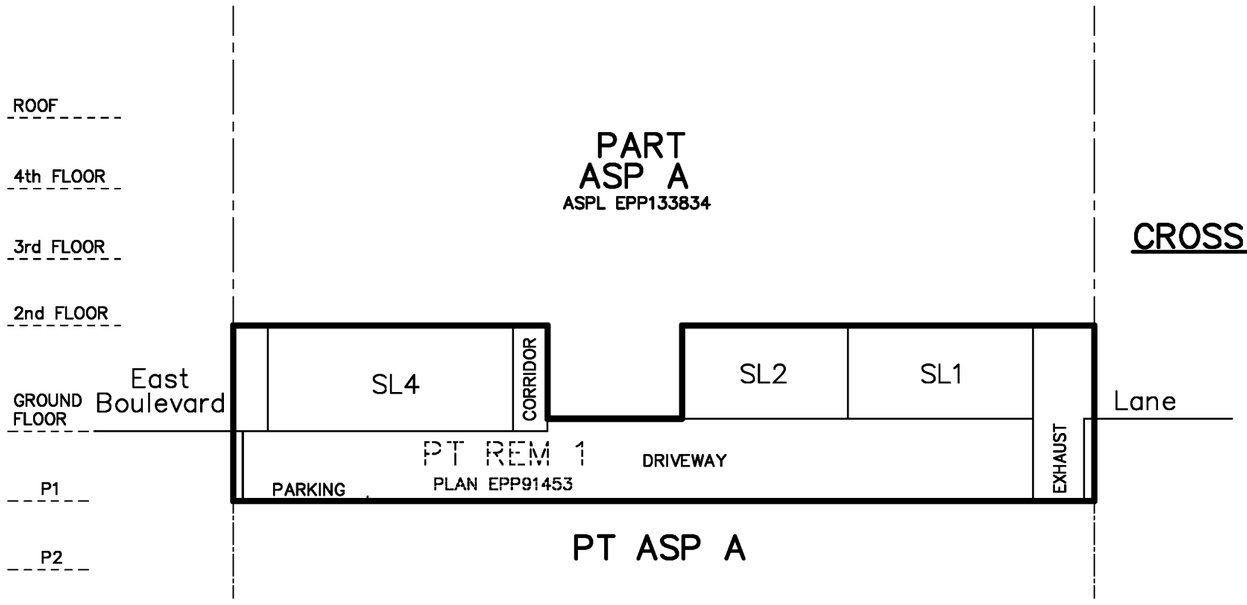
PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

CROSS SECTION B–B



STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–MIDPOINT OF STRUCTURAL PORTION OF FLOOR/CEILING

CROSS SECTION A–A



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LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_SEC.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

STRATA PLAN OF AIR SPACE PARCEL A
BLOCK 2 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT ASPL EPP133834

STRATA PLAN EPS9999

BCGS 92G.025

0 10 20 30

ALL DIMENSIONS ARE IN METRES

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INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V–1284 AND V–3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

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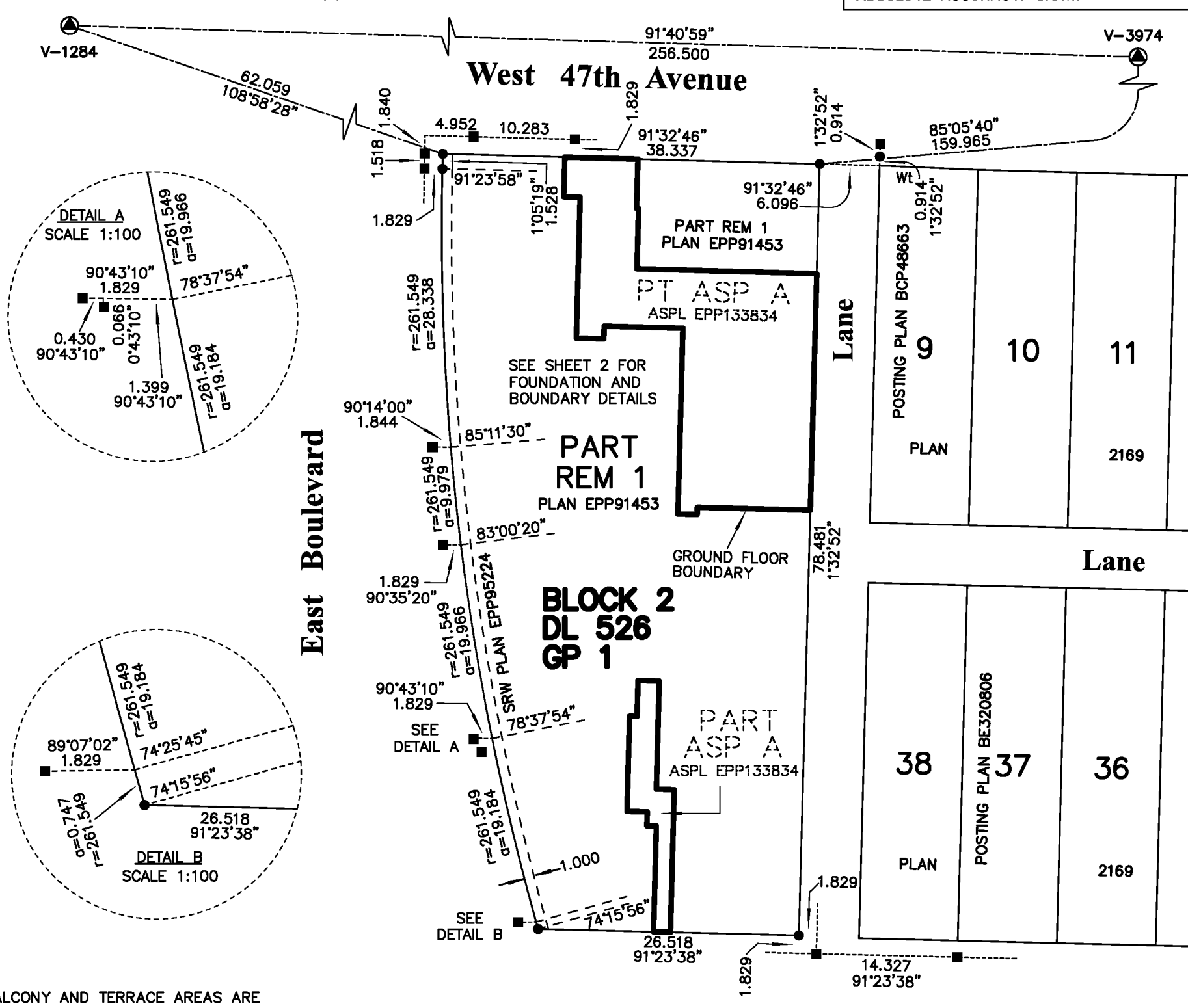
CIVIC ADDRESS:
2096 WEST 47th AVENUE
VANCOUVER, BC

V–1284
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 488650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

V–3974
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 488907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m



BALCONY AND TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1 OR B1, T–1)

BALCONY AND TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_PG1.DWG

LEGEND

▲	INDICATES CONTROL MONUMENT FOUND
●	INDICATES STANDARD IRON POST FOUND
■	INDICATES LEAD PLUG FOUND
©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
T	INDICATES TARRACE
PT	INDICATES PART
SL	INDICATES STRATA LOT
ASP	INDICATES AIR SPACE PARCEL
ASPL	INDICATES AIR SPACE PLAN
E	INDICATES ELECTRICAL CLOSET (COMMON PROPERTY)
V	INDICATES VOID/VENT (COMMON PROPERTY)
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT – CITY OF VANCOUVER

THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 16th DAY OF MAY, 2024
GU GORDON YU, BCLS #808

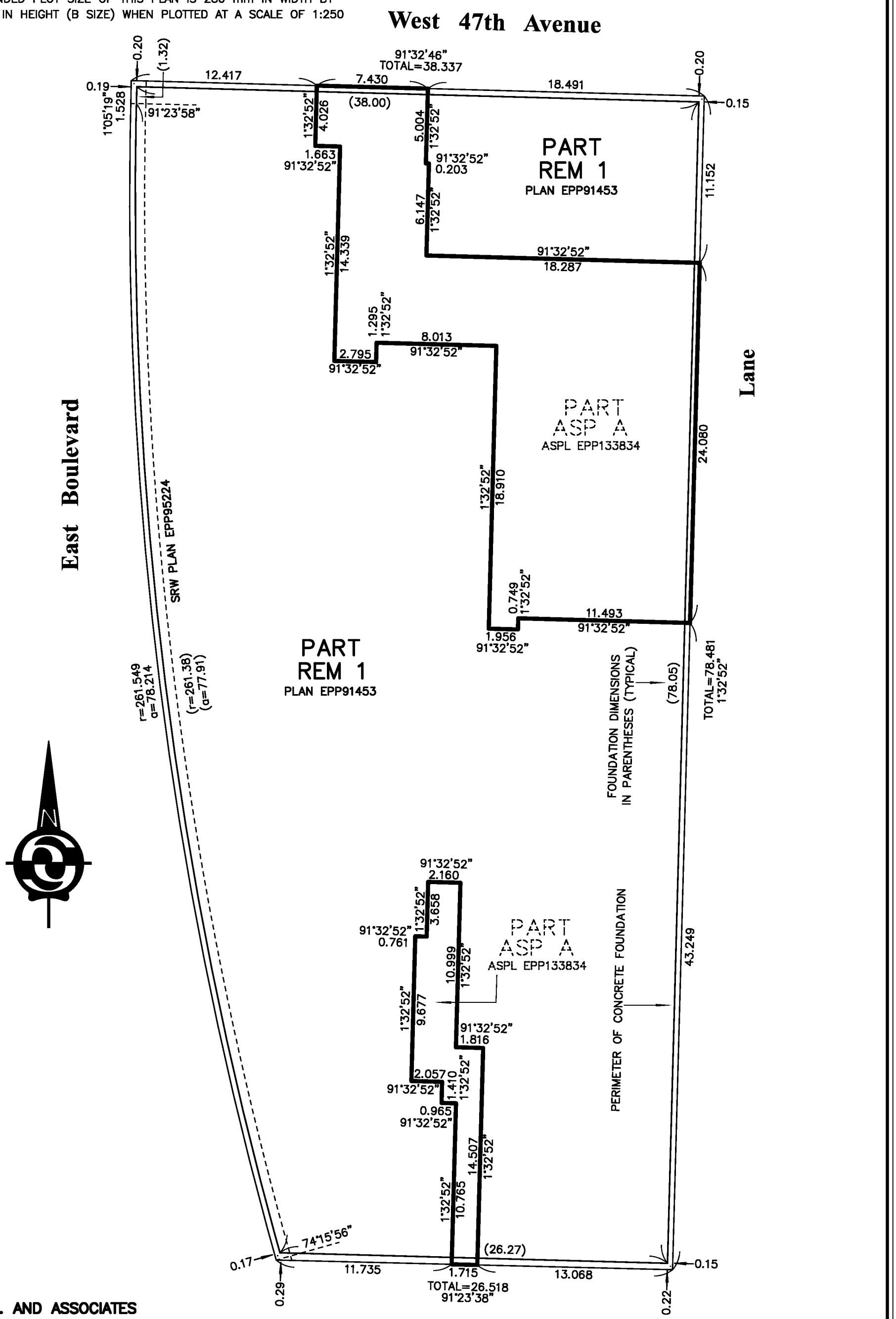
FOUNDATION AND BOUNDARY DETAILS

STRATA PLAN EPS9999

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_PG2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

UNDERGROUND PARKING (P2)

STRATA PLAN EPS9999

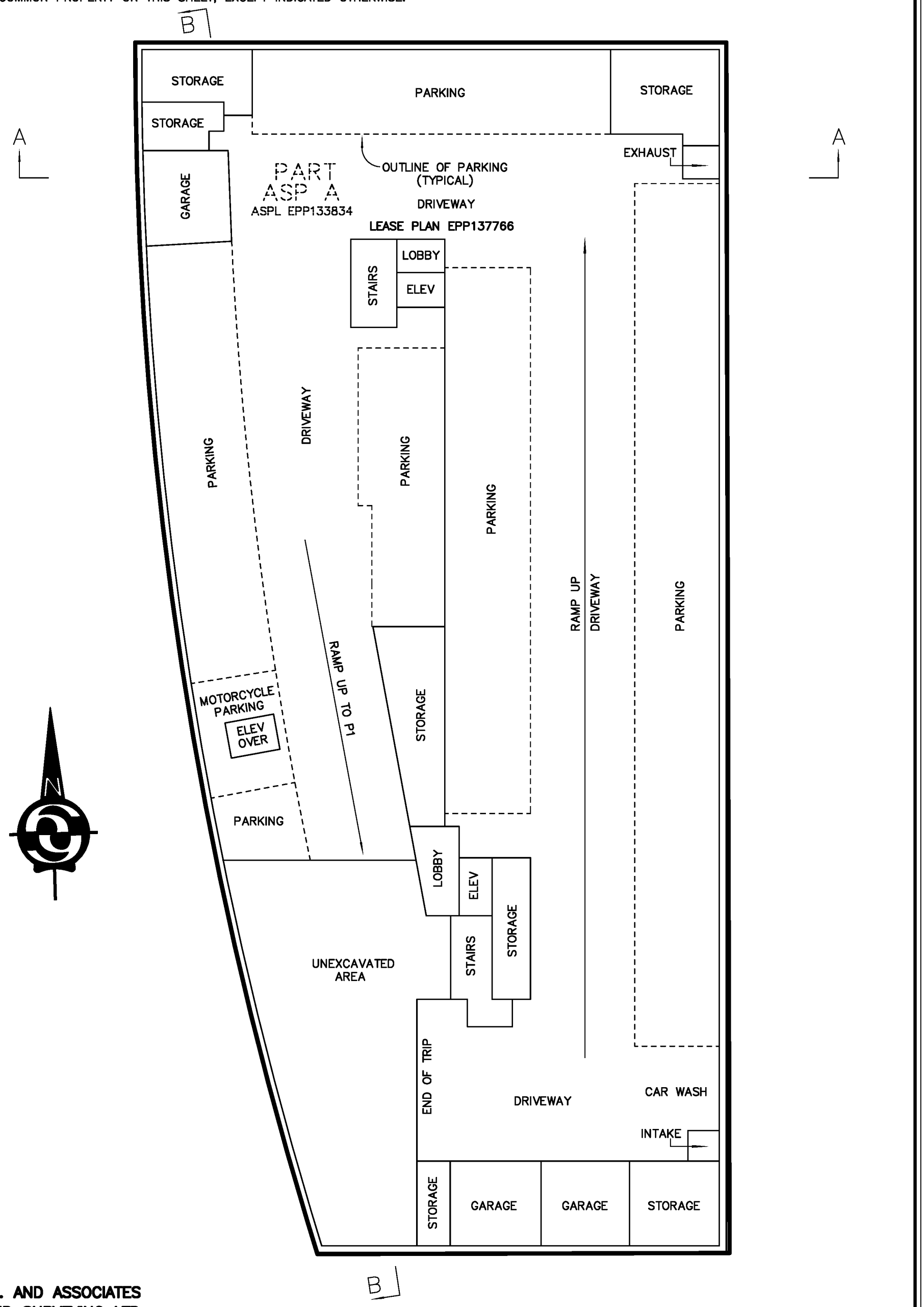
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.



H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

UNDERGROUND PARKING (P1)

STRATA PLAN EPS9999

0 5 10 15

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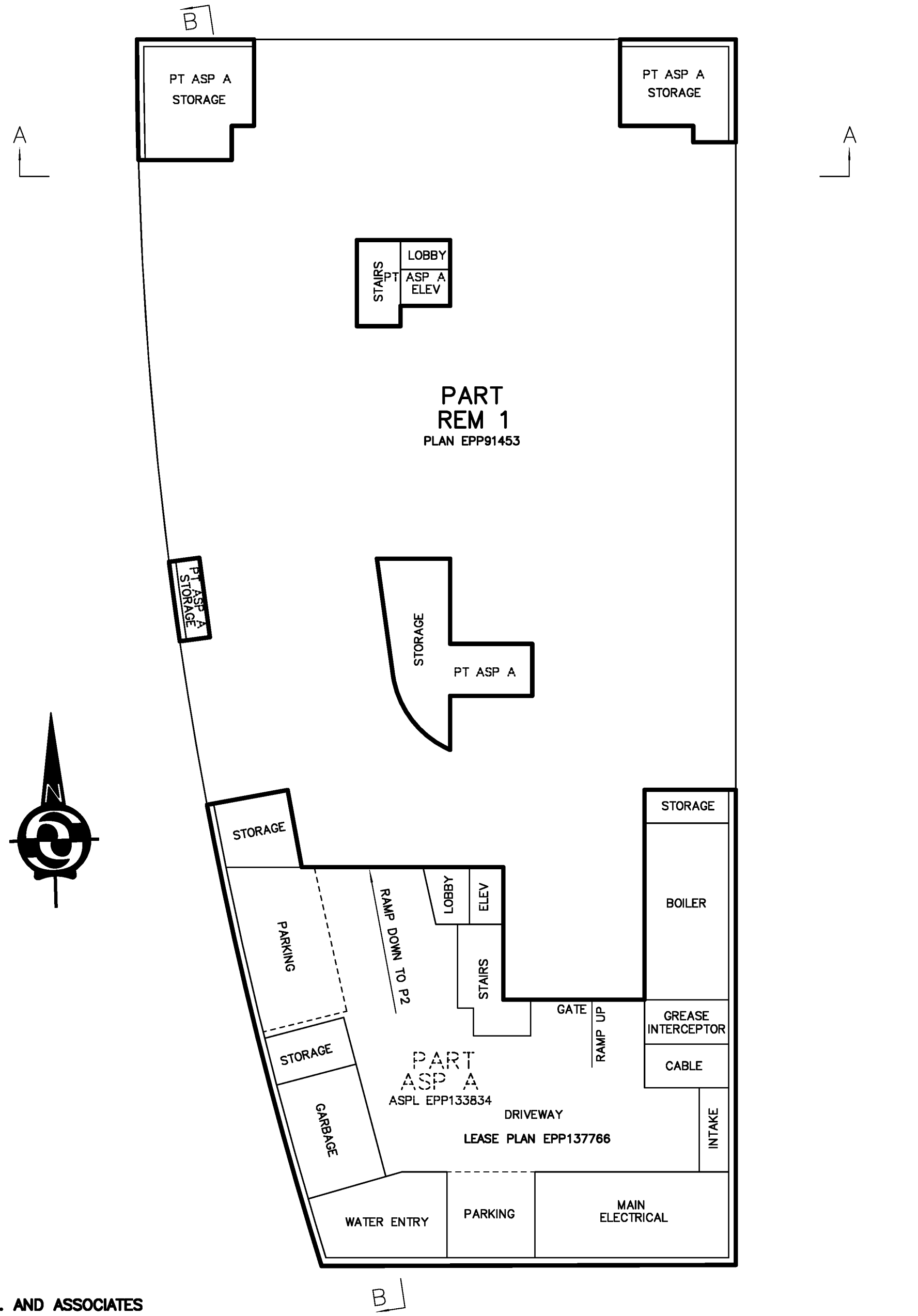


H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

GROUND FLOOR

SHEET 5 OF 11 SHEETS

STRATA PLAN EPS9999

0 5 10 15

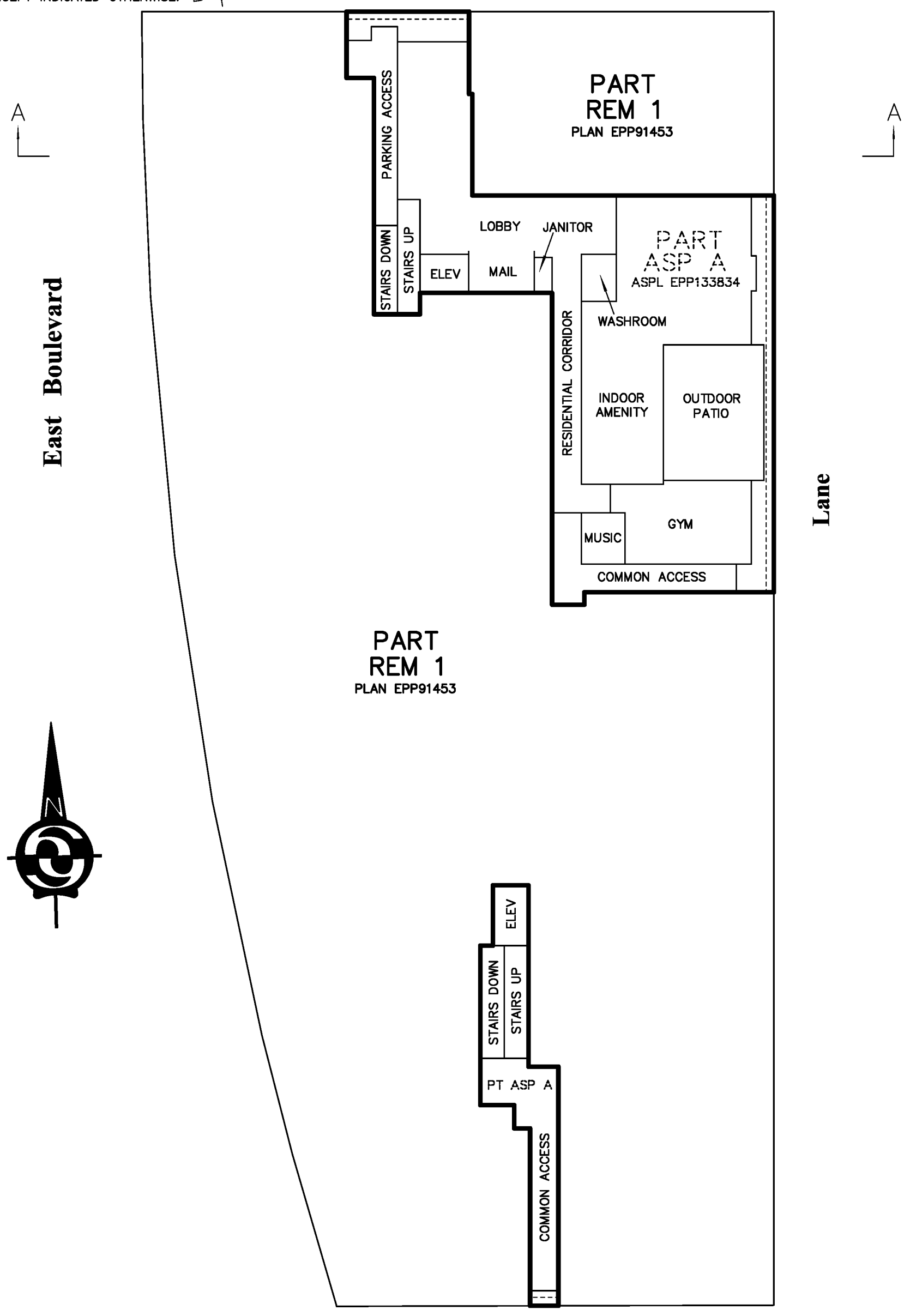
ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

2nd FLOOR

STRATA PLAN EPS9999

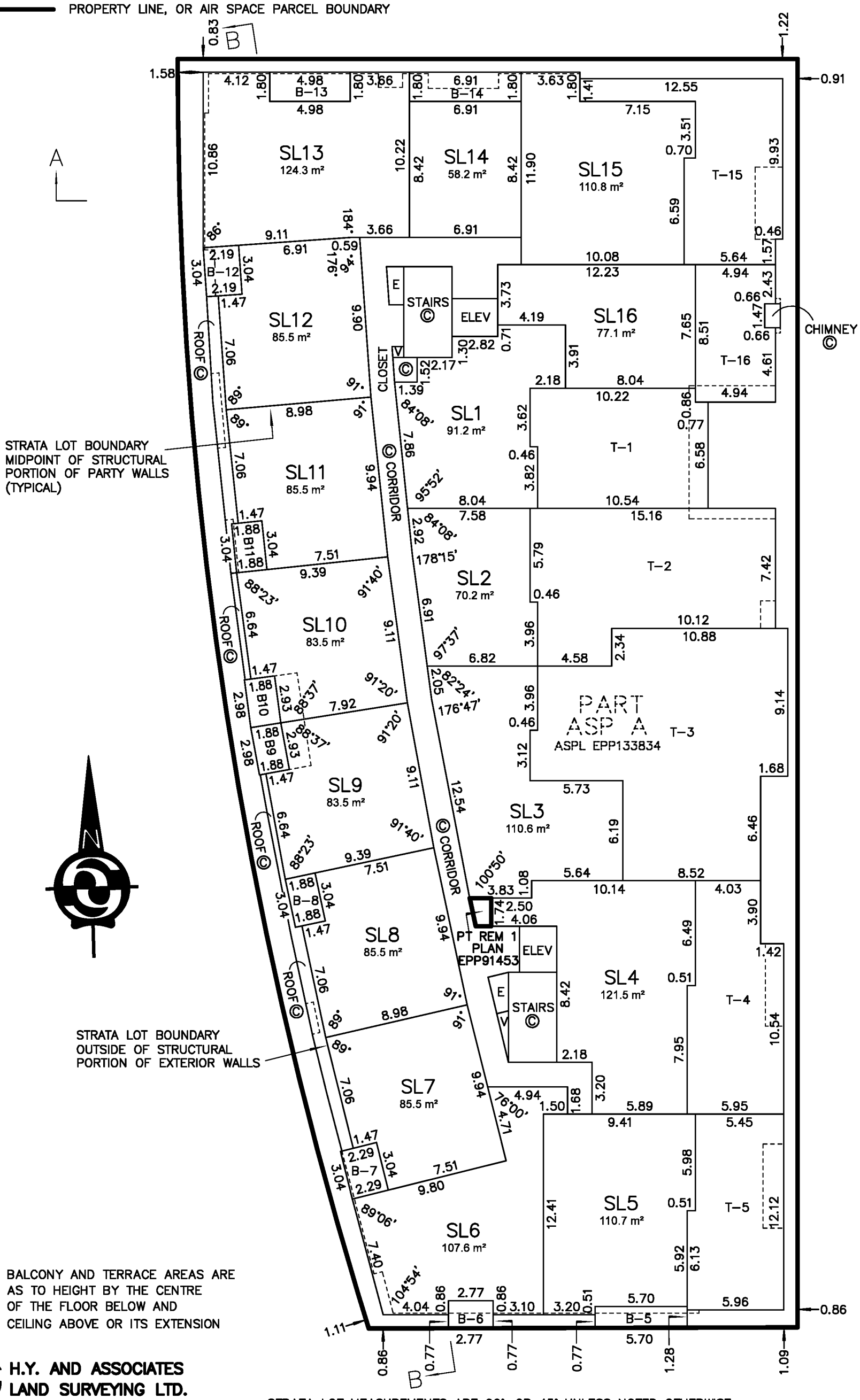
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



BALCONY AND TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_2.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

3rd FLOOR

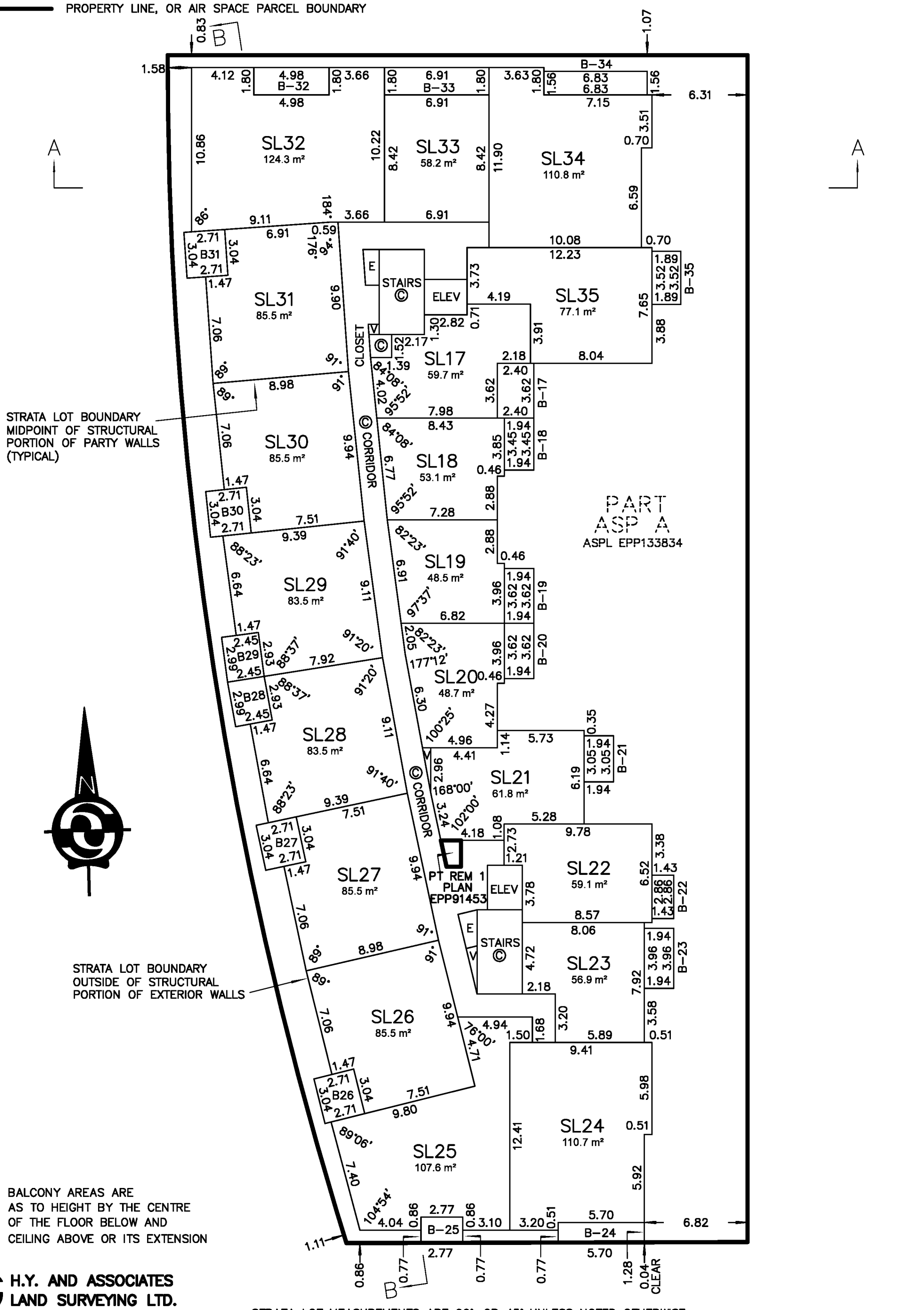
STRATA PLAN EPS9999

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



BALCONY AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_3.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

4th FLOOR

STRATA PLAN EPS9999

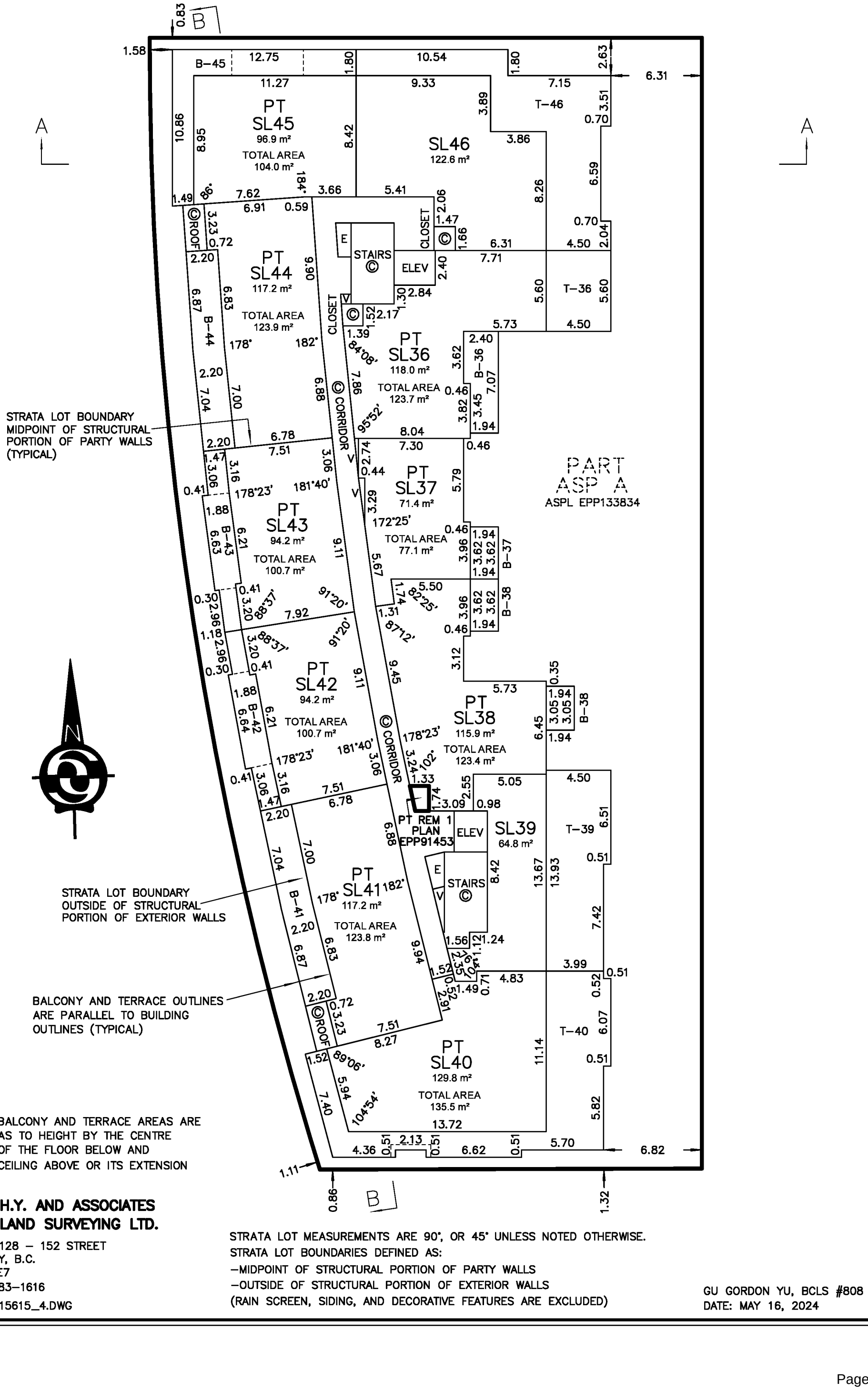
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



BALCONY AND TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_4.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

ROOF (NORTH PART)

STRATA PLAN EPS9999

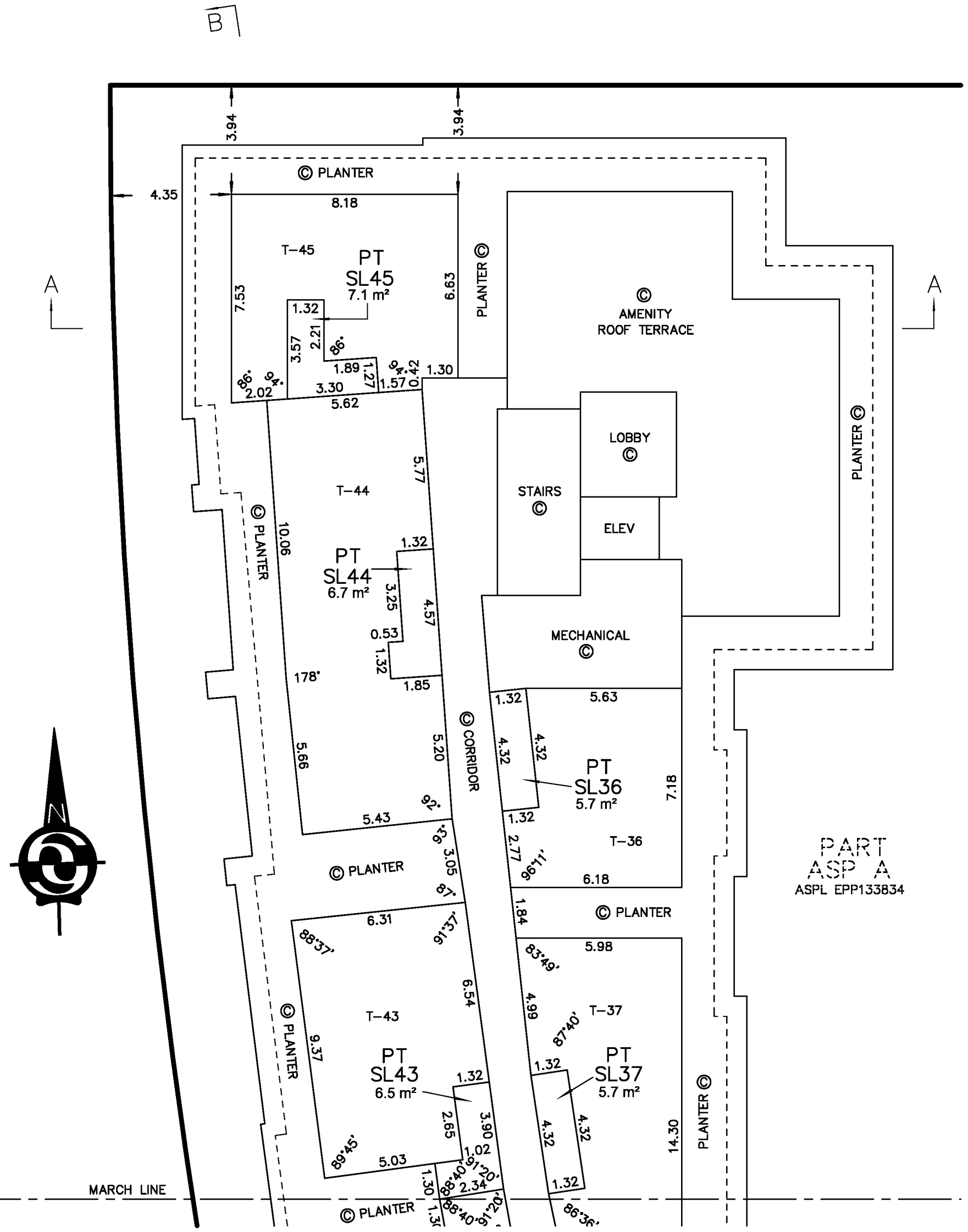
0 2 4 6 8 10

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



ROOF TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

B

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ROOF RES1.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

ROOF (SOUTH PART)

SHEET 10 OF 11 SHEETS

STRATA PLAN EPS9999

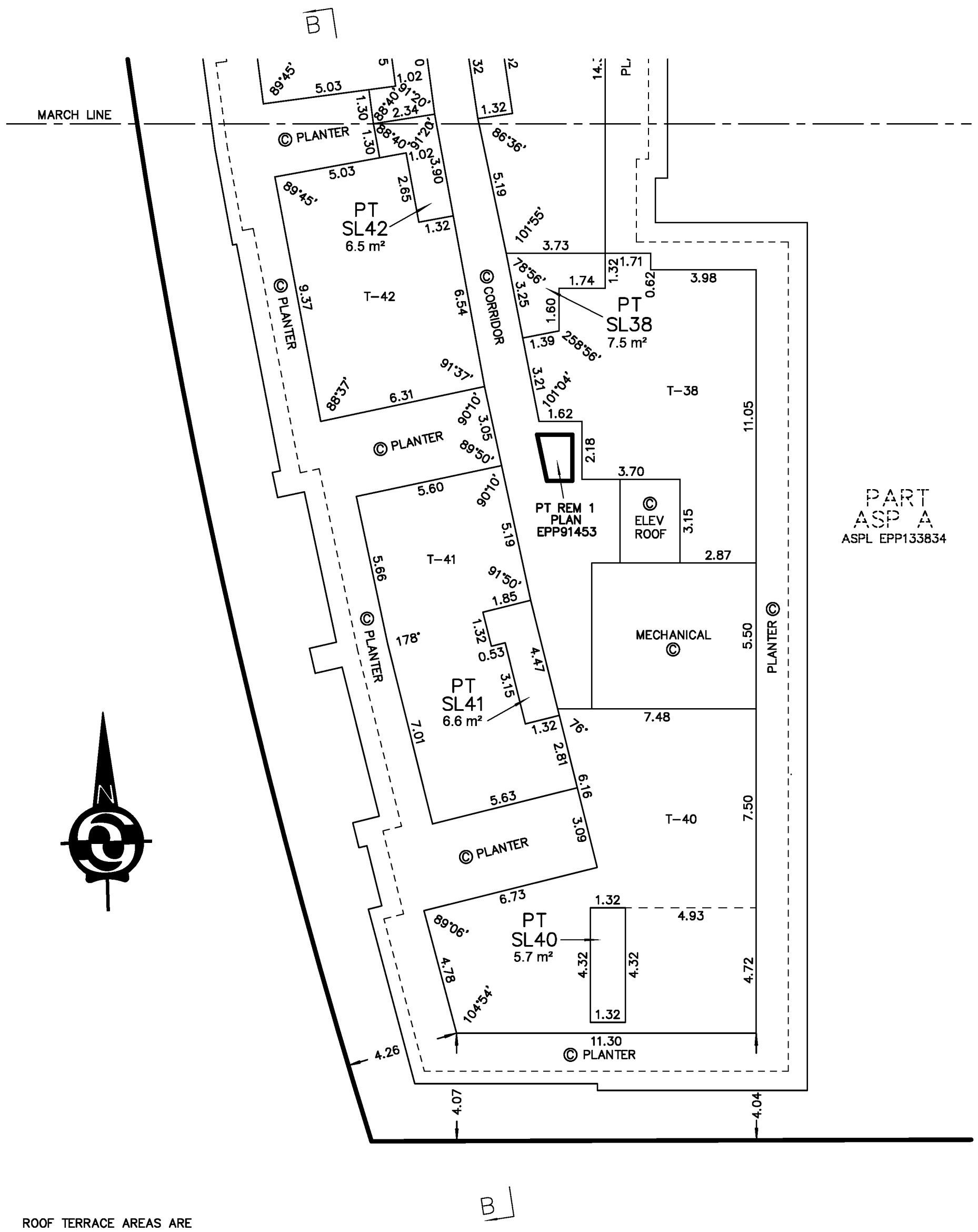
0 2 4 6 8 10

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



ROOF TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ROOF RES2.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

CROSS SECTIONS

STRATA PLAN EPS9999

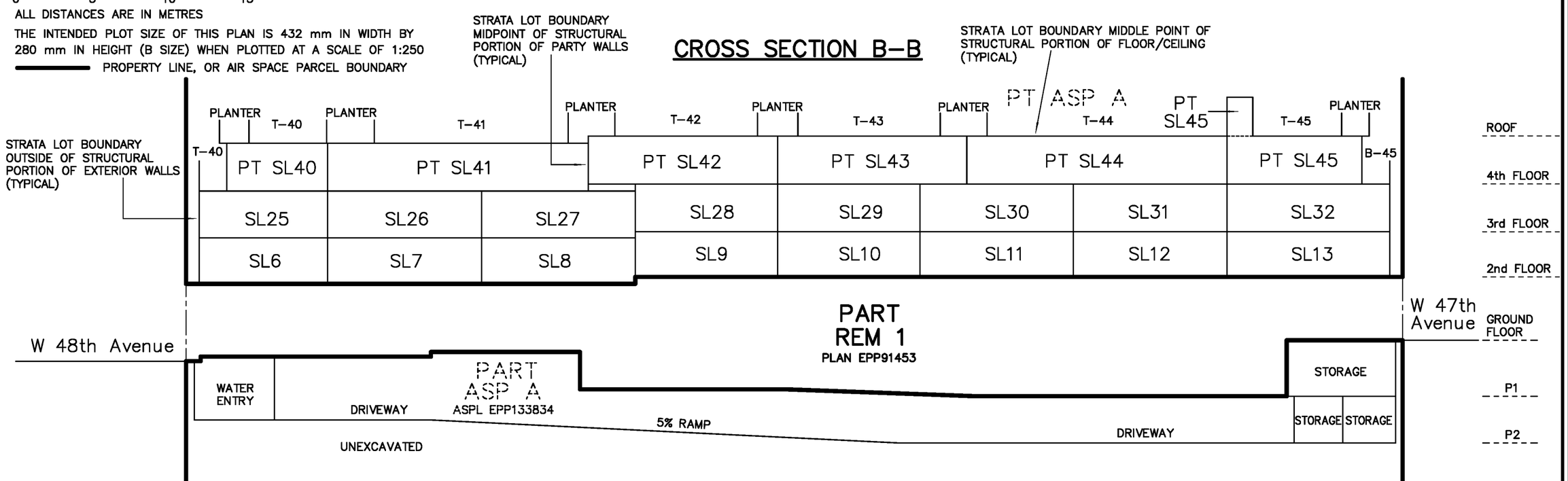
0 5 10 15

ALL DISTANCES ARE IN METRES

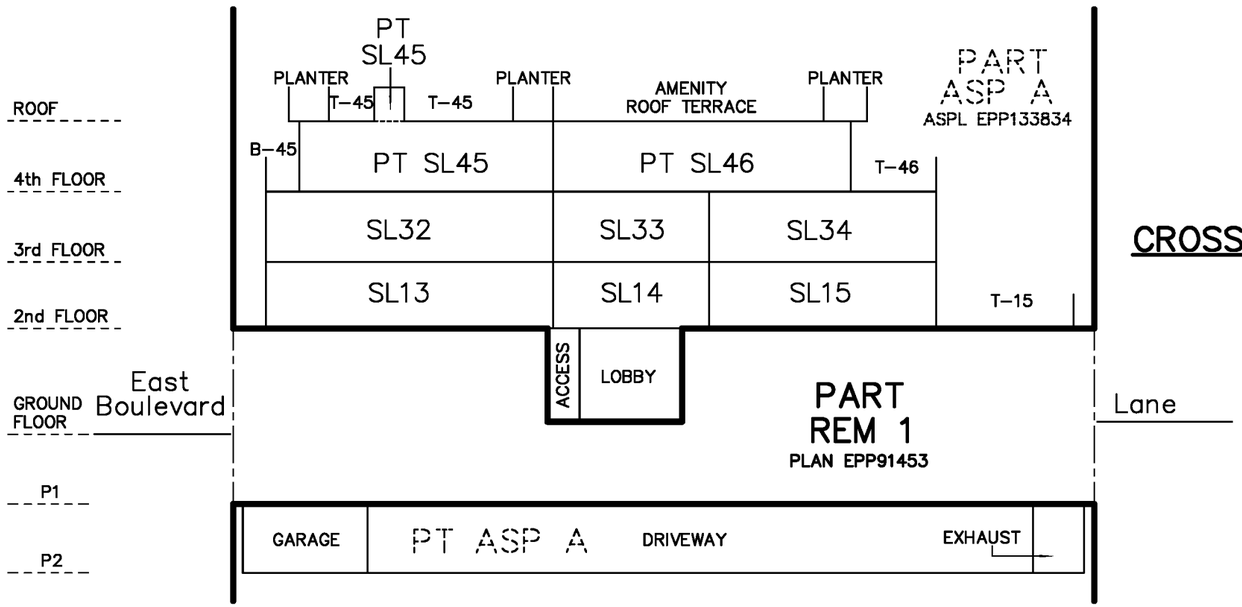
THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

CROSS SECTION B–B



CROSS SECTION A–A



STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–MIDPOINT OF STRUCTURAL PORTION OF FLOOR/CEILING

BALCONY, TERRACE, AND ROOF TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_SEC.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

APPENDIX B

Appendix "B" – List of Unsold Units and Legal Description

Residential Units, located at 2096 47th Avenue West, Vancouver, BC, legally describ District Lot 526 Group 1 New Westminster District Strata Plan EPS9999		
1.	PID: 032-299-508	Strata Lot 3
2.	PID: 032-299-524	Strata Lot 5
3.	PID: 032-299-532	Strata Lot 6
4.	PID: 032-299-541	Strata Lot 7
5.	PID: 032-299-559	Strata Lot 8
6.	PID: 032-299-567	Strata Lot 9
7.	PID: 032-299-575	Strata Lot 10
8.	PID: 032-299-605	Strata Lot 13
9.	PID: 032-299-621	Strata Lot 15
10.	PID: 032-299-648	Strata Lot 17
11.	PID: 032-299-656	Strata Lot 18
12.	PID: 032-299-664	Strata Lot 19
13.	PID: 032-299-672	Strata Lot 20
14.	PID: 032-299-729	Strata Lot 25
15.	PID: 032-299-737	Strata Lot 26
16.	PID: 032-299-745	Strata Lot 27
17.	PID: 032-299-761	Strata Lot 29
18.	PID: 032-299-800	Strata Lot 33
19.	PID: 032-299-818	Strata Lot 34
20.	PID: 032-299-842	Strata Lot 37
21.	PID: 032-299-851	Strata Lot 38
22.	PID: 032-299-869	Strata Lot 39

23.	PID: 032-299-907	Strata Lot 43
24.	PID: 032-299-931	Strata Lot 46

Commercial Units, located at the civic addresses set out below, legally described as District Lot 526 Group 1 New Westminster District Strata Plan EPS9998			
1.	PID: 032-299-958	Strata Lot 1	2092 47th Avenue West, Vancouver, BC
2.	PID: 032-299-966	Strata Lot 2	2094 47th Avenue West, Vancouver, BC
3.	PID: 032-299-974	Strata Lot 3	6306 East Boulevard, Vancouver, BC
4.	PID: 032-299-982	Strata Lot 4	6316 East Boulevard, Vancouver, BC
5.	PID: 032-299-991	Strata Lot 5	6326 East Boulevard, Vancouver, BC
6.	PID: 032-300-000	Strata Lot 6	6336 East Boulevard, Vancouver, BC
7.	PID: 032-300-018	Strata Lot 7	6346 East Boulevard, Vancouver, BC
8.	PID: 032-300-026	Strata Lot 8	6350 East Boulevard, Vancouver, BC
9.	PID: 032-300-034	Strata Lot 9	6370 East Boulevard, Vancouver, BC
10.	PID: 032-300-042	Strata Lot 10	6390 East Boulevard, Vancouver, BC
11.	PID: 032-300-051	Strata Lot 11	2099 48th Avenue West, Vancouver, BC

APPENDIX C

COMMITMENT LETTER

Dated for reference May 2, 2024

To: LIGHTSTONE DEVELOPMENT LTD.
1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

RE: Loan facility (the "Loan") secured by 6th position mortgage on the property located at 2096 West 47th Avenue, Vancouver, British Columbia, legally described as LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 with the parcel identifier 031-145-884 (the "Property").

686912366 INVESTMENT LTD. (the "**Lender(s)**") is pleased to grant to the Borrower(s) a secured loan facility under the terms and conditions as set out below:

Borrower(s):	LIGHTSTONE DEVELOPMENT LTD., and 1076255 B.C. LTD. (the "**Nominee**") (together, the "Borrower")
Covenantor(s):	1218548 B.C. LTD. and Xiao Song Zheng (together, the "Covenantor(s)")
Expected Funding Date:	May 9, 2024 (the "**Date of Advance**")
Facility:	$850,000.00 (the "**Principal Amount**")
Loan Type:	Term Loan, due by October 9, 2024 (the "**Maturity Date**"). Said Term Loan shall be non-revolving. Any renewal will be at the sole discretion of the Lender(s) and may be subject renewal, processing and other fees.
Interest Rate:	A. Interest on amounts due under this Loan and Security Documents (hereinafter defined) shall accrue at: i. 14% per annum on or before September 9, 2024 (the "**Expected Repayment Date**"). ii. After the Expected Repayment Date, the interest rate shall be increased to 30% per annum until the Loan, accrued interest, and any other amounts outstanding under the Loan and Security Documents are repaid in full. Interest shall be compounded monthly, thereafter until the Loan is repaid in full.

Interest calculated by the Lender(s) to accrue from the Date of Advance to and including May 9, 2024 (the "**IAD**") shall be deducted from the proceeds of the Loan.

B. For the purpose of the Interest Act (Canada), the rate of interest chargeable on the Loan is equivalent to:

   i. 14.415% per annum on and before the Expected Repayment Date, calculated semi-annually, not in advance; and

   ii. 31.939% per annum effective after the Expected Repayment Date, calculated semi-annually, not in advance.

C. Provided that the Lender(s) has advanced the Loan funds to Trivium Law in Trust on or prior to May 9, 2024, interest will accrue at the Interest Rate from May 9, 2024 irrespective of whether or not the Loan has funded unless the Lender(s) in its sole, absolute and unfetter discretion agrees otherwise.

Deposit:

A deposit of $5,000.00 (the "Deposit") shall be made to and deposited with Trivium Law in Trust within twenty-four (24) hours from the execution of this commitment letter, paid by or on account of the Borrower(s). The Deposit is deemed to be non-refundable, and shall be applied to the Lender's counsel's legal fees, disbursements, taxes and any Lender Fee or Broker Fee as applicable.

Interest Reserve:

The Lender(s) shall retain a 3-month interest reserve in the amount of $29,750.00 (the "**Interest Reserve**"). The Interest Reserve shall be deducted from the advance of the Loan. As long as the Loan is not in default and the Interest Reserve has not been exhausted, the interest payments will be withdrawn monthly by the Lender(s) for the Interest Period. The Borrower(s), the Nominee and Covenantor(s) hereby acknowledge that:

A. Notwithstanding such deduction from the advance, the Interest Reserve shall be deemed to be advanced and to form part of the principal amount of the Loan and shall accrue interest at the Interest Rate set out herein;

B. the Lender need not keep the Interest Reserve in a separate account and may hold the Interest Reserve in its general accounts and may commingle the Interest Reserve with the Lender(s)' other monies;

C. in no event shall any interest or other consideration for time value of money shall be payable or due by the Lender(s) to the Borrower(s) for the Interest Reserve; and

D. a statement signed by the Lender(s) as to the balance of the Interest Reserve shall be conclusive proof thereof.

In the event of a default, the Lender(s), in its discretion, may use the remaining balance in the Interest Reserve to pay any outstanding interest, pay any of its costs relating to the Loan or other amounts due hereunder, and/or pay down the principal amount of the Loan then outstanding.

Additional Terms:

A. Concurrently with execution this Commitment Letter, the Lender(s), Borrower(s) shall enter into an agreement of purchase and sale (the "**Purchase Agreement**"), with the Lender(s) as the purchaser and the Borrower(s) as the vendor, for the proposed strata lot 34 (the "**Residential Unit**") at the residential portion of the strata development known as "Chloe" (the "**Residential Development**"), which Residential Development will form part of a larger mixed-use development (the "**Development**") constructed or to be constructed on the Property. The aggregate purchase price, exclusive of GST for the Residential Unit, and the deposit (the "**Deposit**") to be provided under the Purchase Agreement shall be equal to the Principal Amount. The Loan proceeds shall be advanced by way written authorization by the Lenders for the release of the Deposit to the Borrower(s) (the "**Vendor**") for use by the Borrower(s); notwithstanding the release of the Deposit to the Vendor, nothing in this Subparagraph shall be interpreted to alter, waive or dimmish any of the obligations of the Vendor under the Purchase Agreement. Such release of Deposit shall only be interpreted as explicit written consent of the Lender(s) for the release of the Deposit pursuant to subsection 2(c) of the Purchase Agreement. The Vendor and the Lender(s) mutually agree, notwithstanding the other terms of the Purchase Agreement, the Deposit under the Purchase Agreement is deemed to be paid and sufficiently received by the Vendor upon the disbursement of the loan proceeds pursuant to the Direction to Pay executed by the Borrower(s), regardless of whether any deductions may be made from the Loan proceeds for any interest reserve or fees payable by the Borrower(s) pursuant to this Commitment Letter;

B. Subject to "Additional Terms" Subparagraph C herein, the Lender(s) agree with the Borrower(s) and the Covenantor(s) that the Lender(s) shall not register at the land title office or the personal property registry the following executed security documents forming a part of the Security Documents:

   (i) Registrable land title form B Mortgage charging the Property executed by the Nominee (the "**Held Form B**"); and

(ii) General security agreements providing a security interest in all present and after-acquired property executed by to each of the Borrower(s) and Covenantor(s) (the "**Held GSA**");

except if the Borrower(s) is in default of the terms of this Agreement or any of the terms of the Security Documents in any way, including without limitation:

(i) late or missed payment of interest caused by insufficient funds on the account used to draw interest payable under the Loan; or

(ii) failing to repay all accrued interest and the Loan amount by the Maturity Date;

or if the Property has still not been stratified (registration at the land title completed) as of June 30, 2024.

C. The Borrower(s) shall notify the Lender(s) and the Lender(s)' solicitor, Trivium Law, in writing, of the stratification of the Property, within forty-eight (48) hours of having filed an application for deposit of a strata plan on the Property. In addition, upon the completion of the stratification of the Property at the land title office, the Borrower(s) and the Covenantor(s), as applicable, shall:

(i) Provide the Lender(s)' solicitors, Trivium Law, written notice of the stratification of the Property being finalized, along with the parcel identifier numbers and legal description of the New Land Collateral (defined hereafter) not later than five (5) days after the stratification of the Property has been finalized at the land title office;

(ii) execute and return to Lender(s) or the Lender(s)' solicitor, Trivium Law, the following security documents (the "**Swap Security**") in favour of the Lender(s):

a. Registrable land title form B Mortgage executed by the Nominee; and

b. Beneficial Mortgage and Direction to Charge;

inter-alia over the Residential Unit (together, the "**New Land Collateral**") within four (4) days of the Swap Security documents being provided to the Borrower(s)'s solicitors, Chen & Leung, by Trivium Law.

(iii) Allow the Swap Security to be registered against the New Land Collateral (as amended by "Additional Terms" Subparagraph C), as soon as the executed Swap Security is returned to Trivium Law. The Borrower(s) and the Covenantor(s) shall additionally cause the Swap Security to become 1st in priority in terms of financial charges on the title of the New Land Collateral by discharging all registered financial encumbrances registered against the New Land Collateral not later than (45) days after the stratification of the Property has been finalized at the land title office;

(iv) Allow the Held GSA to be registered in favour of the Lender(s), notwithstanding "Additional Terms" Subparagraph B; and

(v) Provide insurance binder showing the Lender(s) as first loss payee with respect to the New Land Collateral, under the same conditions as set out under the "Conditions Precedent to Advance" Subparagraphs E ii to E v not later than forty-five (45) days after the stratification of the Property has been finalized at the land title office.

D. Upon completion of all steps as set out under "Additional Terms" Subparagraph C under the timeline requirement as set out thereto, or the full repayment of the Principal Amount and all accrued interest hereto under the Loan, the Lender(s) and the Vendor mutually agree:

(i) the Purchase Agreement is rescinded in full, all terms thereto are rendered null and void, and that all parties thereto are released from all further obligations thereunder; and

(ii) to not register under any circumstances, the Held Form B;

E. Unless mutually rescinded by the Lender(s) and the Vendor, the Lender(s) retain all rights under the Purchase Agreements;

F. After the day that is forty-five (45) days after the completion of the stratification of the Property, if the Purchase Agreement is not rescinded, the Lender(s) are deemed to have received written consent of the Vendor to assign the Purchase Agreement to any entity of the Lender(s)' choosing without notice to the Vendor, pursuant to section 17 of the Purchase Agreement;

G. With exception of the permitted sale or transfer as contemplated hereto in this Commitment Letter, the Vendor shall not, at any point in time sale, transfer, or contract to sale or transfer the New Land Collateral prior to the full repayment of all amounts due under the Loan without the Lender(s)' explicit written consent;

H. Notwithstanding any other terms of this Commitment Letter, the Vendor shall not use any of the sale proceeds of any stratified parcels of the Property (after the deduction of the related registered mortgage payouts, real estate broker fees, legal fees, purchaser incentives to arms length third-parties, builders lien holdback, and regular property tax, utilities and strata fee adjustments) for any purpose other than to payout the Principal Amount and all interest accrued under the Loan, until such time that the entirety of the Loan and all interest accrued under the Loan is paid in full. The Vendor shall cause its solicitors acting on their behalf for such aforementioned sales to provide relevant undertakings to Trivium Law enforcing the terms as set out under this Subparagraph H;

I. In the event of any conflicts between this Commitment Letter and any Discussion Letter as executed between the parties, the terms of this Commitment Letter shall prevail; and

J. The entirety of the terms, conditions and covenants as set out under the "Additional Terms" shall survive the advance of funds under the Loan.

Financial Statements: The Borrower(s) shall provide to the Lender, acting reasonably, upon request, such financial and supporting data as the Lender may require, reflecting all material information with respect to the status and operation of the Property. The Borrower(s) shall furnish the Lender with annual financial statements, within one hundred (100) days of the end of the fiscal year including profit and loss account, together with an unaudited statement by the Borrower(s) segregating the operation of the Property.

Payment: In addition to the Interest Reserve, the Interest due shall be paid through post-dated cheques or bank draft to the Lender(s).

Fees: The Borrower(s) shall pay any legal fees and disbursements associated with the Loan which shall be deducted from the Loan proceeds when funded. In Addition, the Borrower(s) shall pay a Lender(s) fee of $8,500.00 Canadian Dollars (the "**Lender Fee**") to 686912366 INVESTMENT LTD. and a broker fee of $8,500.00 Canadian Dollars to HENG MORTGAGE CORP. (the "**Broker Fee**") which shall also be deducted from the Loan proceeds when funded.

Hazardous Substance Indemnity:

In addition to any liability of the Borrower(s) under any instrument evidencing or securing the loan indebtedness, the Nominee, Borrower(s) and Covenantor shall be liable for any and all of the Lender's costs, expenses, damages or liabilities, (except those arising from the gross negligence or willful misconduct of the Lender or any of the Lender's agents), including, without limitation, all reasonable solicitor's fees, directly or indirectly arising out of or attributable to use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall be evidence in a manner satisfactory and sufficient, in the opinion of the Lender and its solicitors, to survive foreclosure of mortgage on a deed in lieu thereof or any other exercise by the Lender of any remedies available to it for any default under the Loan.

Privacy Act Consent:

The Nominee, Borrower(s) and the Covenantor(s) acknowledge that the Lender(s) will be collecting information about the Nominee, Borrower(s) and Covenantor(s) which may include financial information, credit reports, references and other information which is needed to evaluate the financing under consideration. This material will be reviewed by the Lender(s) and will be communicated to others in connection with this transaction. The Nominee, Borrower(s) and Covenantor(s) hereby explicitly consents to the above.

Repayment:

Interest only monthly, payable in arrears, commencing in the month immediately following the IAD shall be paid to the lender on the advance of funds, both before and after demand, default and/or judgment on the 1st day of every month following the advance of funds hereunder and every month thereafter until the Loan has been paid in full. In the event any payment permitted or required to be made by the Loan is made after 12:00 pm on any particular day that payment will be deemed to have been made on the banking day next following. Any late payment will be assessed a late payment charge of $500.00 and late interest charges will be applied at the interest rate under the Loan.

In the event that the Borrower(s) shall make any payment hereunder by cheque and any such cheque is returned to the Lender(s) unpaid for any reason whatsoever including but not limit the generality of the foregoing, insufficient funds, payment stopped or inaccuracies in the completion of the terms of the said cheque or if a payment is late or missed for any reason, the Lender(s) shall be entitled to make a charge in the amount of $500.00 as liquidated damages which charge shall be immediately due and payable. It is understood and agreed that the Lender(s) shall be entitled to make a charge as aforesaid on each occasion that the Borrower(s)'s cheque is late or missed or returned unpaid. Such charge shall bear interest at the rate hereinbefore set out and shall form a charge upon the mortgage land until the same is fully paid and satisfied.

The Borrower(s) agrees to provide to the Lender(s) for the term of the Loan, and any renewal thereof, a series of post dates cheques and/or pre-authorized chequing form when requested by the Lender(s).

Should the Lender(s) deem it necessary to actively collect on a payment that is missed by the Borrower(s) due to the Borrower(s)'s bank account not having sufficient funds for payments when due, drawn through post-dated cheques or pre-authorized payments in favour of the Lender(s), the Borrower(s) shall pay the Lender(s) a $500.00 collection fee.

The Borrower(s) agrees to pay to the Lender(s) the account of solicitor for the Lender(s) for services provided with respect to the receipt of payout funds, the preparation, execution and delivery of the discharge of this Loan's related registered security and associated services.

In addition, should the Lender(s) deem it necessary to forward a letter of demand for payment to the Borrower(s) or seek legal advice with respect to a default by the Borrower(s), the Borrower(s) shall pay to the Lender(s) the sum of $500.00 for each such demand letter or other request for legal advice resulting from a default by the Borrower(s). All the aforementioned sums shall immediately form part of the principal.

In addition, should the Borrower(s) request the Lender(s) to execute any additional documents including but not limited to covenants, statutory rights of way, priority agreements and no interest letters, the Lender(s), at his sole discretion, may agree to do so, but the Borrower(s) agrees to pay the Lender(s) a reasonable execution fee of no less then $500.00 for such execution and pay of the Lender(s)'s solicitors legal fees with respect to the execution and review of any such document.

In the sole discretion of the Lender(s), it may be a condition of registering the final discharge of this mortgage that the Borrower(s) provide confirmation from the Canada Revenue Agency to the Lender(s) that all GST and employee source deduction payments and remittances are current and paid in full as of the date of discharge of mortgage. This clearance certificate process can be time consuming and thus the Borrower(s) is/are advised to contact the Lender(s) for instruction as soon as they know that a mortgage discharge may be required.

Prepayment:

The Loan is closed for prepayment until July 9, 2024 inclusive (the "**Closed Period**"). Should the Borrower(s) wish to repay all of this Loan on or before the Closed Period, the Borrower(s) may do so subject to the payment to the Lender(s) of the balance of any interest owing on the amount of repayment calculated up to and including the Closed Period (the "**Prepayment Interest**") and with 30 days' written notice. If 30 days written notice of prepayment is not given, the Borrower(s) will pay an additional 30 days' interest as bonus, this is in addition to the Prepayment Interest.

After the Closed Period the Loan may be prepaid in full upon 30 days' written notice. If 30 days' written notice is not given the Borrower(s) will have the right to prepay but will be subjected to a prepayment bonus equivalent to 30 total days' of interest. For clarity partial repayment will not be accepted.

Conditions Precedent to Advance:

The Lender(s) will have no obligation to make any advance to the Borrower(s) unless and until each of the conditions set out below have been completed and/or received as applicable to the Lender(s)' satisfaction.

A. Receipt of the Deposit by Trivium Law from the Borrower(s);

B. Satisfactory review by the Lender(s) of the bare trust agreement between the Nominee and the Borrower(s);

C. Satisfactory review by the Lender(s) of the executed Agreement of Purchase and Sale for the Residential Unit;

D. Satisfactory review by the Lender(s) (or, at Lender(s)'s option and the Borrower(s)'s expense, an insurance consultant) of insurance policies issued to the Borrower(s) and compliance with any changes required to satisfy the Lender(s)'s insurance requirements. Insurance requirements will be the following, or as the Lender(s) may require/ change:

   i. The Lender(s) evidenced as 6th loss payee (name and address to be provided by Trivium Law);

   ii. All risk insurance in respect of the Property, including earthquake;

   iii. Liability Insurance of not less than $2,000,000.00 with the Lender(s) added on as an additional insured;

   iv. Standard Insurance Bureau of Canada clause; and

   v. 30 day's written cancellation clause.

   (collectively, the "**Insurance**")

E. Receipt of all duly executed Security Documents duly executed by the Borrower(s) as applicable and in registrable form where required;

F. Receipt of Government Issued Identifications of the Nominee (signatory), the Borrower(s) (signatory) and Covenantor(s) (signatory in the case of corporate Covenantor);

G. Receipt of Municipal tax certificate confirming all property taxes and utilities have been paid to date on the Property; and

H. No event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged Property or the financial position of the Borrower(s).

Required Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security Documents**") shall be delivered to the Lender(s) prior to any Advance of funds, in form and substance acceptable to Lender(s) and its solicitors:

A. Agreement of Purchase and Sale for the Residential Unit;

B. Promissory note in the amount of the Loan;

C. Registrable mortgage in the amount of $850,000.00 in second position over the Property– *inter alia* where applicable, executed by the Nominee;

D. Beneficial Mortgage and Direction to Charge;

E. Assignment of Insurance with respect to the Property;

F. General Assignment of all present and future rents and leases of the Property;

G. Environmental Indemnity Agreement;

H. Acknowledgement of receipt of prescribed mortgage terms;

I. General security agreement providing a security interest in all present and after-acquired property with respect to each of the Borrower(s) , the Nominee and the Covenantor(s);

J. Guarantee and postponement of claim from the Nominee and the Covenantor(s);

K. Letter of undertaking regarding no further financing;

L. Statutory Declaration with respect to the Property;

M. Such further documentation considered necessary by the Lender(s)'s solicitors, whether prior or subsequent to advancing funds, to preserve efficacy and ranking of the Lender(s)'s security.

Due on Sale:

Subject only to the "Additional Terms" of this Commitment Letter, should the Borrower(s) or the Nominee directly or indirectly sell, convey, transfer, further encumber or dispose of the Property or of any interest therein, or agree so to do, without the written consent of the Lender(s) in its absolute discretion being first obtained, then the Lender(s) shall have the right, at its option, to declare forthwith due and

payable the entire balance of the unpaid principal with accrued and unpaid interest due therein. The decision to accelerate the Loan shall be at the sole option of the Lender(s). The consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

Subsequent Financing:

The Borrower(s) and the Nominee covenants and agrees that it shall not, without the prior written consent of the Lender(s), execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therein which is intended to rank subordinate to any of the Security Documents, failing which, at the option of the Lender(s), the Loan shall immediately become due and payable.

Survival of Commitment:

The terms, conditions, representations and warranties expressed herein shall form part of the commitment upon approval and shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender(s) and the Borrower(s), if any, and shall enure to the benefit of the successors and assigns of the Lender(s), and the Borrower(s). In the event of any conflict between the Commitment and the Security Documents, to the extent only of the conflict, the Lender(s) shall elect which provisions apply.

Material Change:

It is a condition for disbursement of funds that in the Lender(s)' opinion the financial position of the Borrower(s), and the Property given as security, and the Borrower(s)' representations and warranties, shall not have suffered an adverse change, nor shall there be any action, suits, or pending proceedings of which the Borrower(s) or the Nominee has knowledge; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged property or the financial position of the Borrower(s).

Representations and Warranties:

The Nominee, the Borrower(s) and the Covenantor(s) makes the following representations and warranties:

- The Nominee holds the entirety of the legal interest in the Property as bare trustee for the Borrower(s);
- The Borrower(s) holds the entirety of the beneficial interest in the Property;
- Except as otherwise disclosed to the Lender(s) in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Commitment Letter and any agreement executed in connection with the Loan or any Security Documents to which the Nominee, the Borrower(s) or the Covenantor(s) is a party;

- All factual information that has been provided to Lender(s) for purposes of or in connection with this Commitment Letter or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified;
- There is no material litigation pending against, or to the best of their knowledge, threatened against, any of the Nominee, the Borrower(s) or the Covenantor(s);
- The Nominee, Borrower(s) and Covenantor(s) are not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which they are a party;

Each of the foregoing representations and warranties of the Nominee, the Borrower(s), and the Covenantor(s) in addition to any representation or warranty provided in any document executed in connection with the Loan or any Security, shall be true and correct on the date of this Commitment Letter and on the date of any advance hereunder. The above representations and warranties shall survive the advance of funds under the Loan, and any breach thereof shall be a default under the Loan.

Positive Covenants:

A. The Borrower(s) shall pay all property taxes and levies against the Property as same come due. In the event of non-payment of property taxes by the Borrower(s) during the Term of the Loan, the Borrower(s) shall also pay to the Lender(s), on the first day of each month, an amount estimated by the Lender(s) to one-twelfth of the annual taxes of the Property. Until there is a default hereunder, the Borrower(s) shall from time to time make payments to the taxing authority when taxes are due. Where the Lender(s) has made tax payments in excess of those collected, such excess amount shall be payable on demand and shall be secured by the Mortgage and bear interest at the interest rate under the Mortgage. After default the Lender(s) may, at its option, pay taxes with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender(s) reserves the right to adjust, from time to time, the estimated monthly property tax amount payable, based on taxes actually levied against the Property.

B. If the Property is zoned as a residential property, the Borrower(s) (or/and the Nominee, as applicable) shall file the relevant returns as prescribed under the *Speculation and Vacancy Tax Act* (the "**SVTA**") and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the SVTA, the Borrower(s) and/ or Covenantor(s) shall immediately pay any taxes applicable under the SVTA when due. The Lender may, at its option, pay any overdue or outstanding taxes under the SVTA with respect to the

Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property:

(a) filing of the relevant returns under the SVTA;
(b) exemption to the taxes under the SVTA; or
(c) payment of the taxes due under the SVTA.

C. If the Property is zoned as a residential property and is situated in the City of Vancouver, the Borrower(s) (or/and the Nominee, as applicable) shall file the relevant returns as prescribed under the *Vacancy Tax (Empty Homes Tax) By-law 11674* (the "**EHTB**") and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the EHTB, the Borrower(s) and/ or Covenantor(s) shall immediately pay any taxes applicable under the EHTB when due. The Lender may, at its option, pay any overdue or outstanding taxes under the EHTB with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property:

(a) filing of the relevant returns under the EHTB;
(b) exemption to the taxes under the EHTB; or
(c) payment of the taxes due under the EHTB.

D. If the Property is zoned as a residential property, and the Borrower(s) (or/and the Nominee, as applicable) is not a "excluded owner" under the definition of the *Underused Housing Tax Act* (the "**UHTA**"), the Borrower(s) (or/and the Nominee, as applicable) shall file the relevant returns as prescribed under the UHTA and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the UHTA, the Borrower(s) and/ or Covenantor(s) shall immediately pay any taxes applicable under the UHTA when due. The Lender may, at its option, pay any overdue or outstanding taxes under the UHTA with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property:

(a) filing of the relevant returns under the UHTA;
(b) exemption to the taxes under the UHTA; or
(c) payment of the taxes due under the UHTA.

E. The Borrower(s) and the Nominee shall maintain Insurance on the Property to the full extent possible at all times while any amount of the Loan is outstanding.

Negative Covenants:

A. The Borrower(s) and the Nominee covenant and agree that they shall not make any arrangement or agreement with the taxing authority to defer payment of any property taxes assessed in respect of the Property.

B. The Borrower(s) and the Nominee covenant and agree that they shall not execute or deliver any further mortgage, charge, lien, or other encumbrance of the Properties and/or any personal property associated therein, failing which, at the option of the Lender(s), the Loan shall immediately become due and payable.

C. The Borrower(s) and the Nominee shall not make any amendment to the existing improvements, and the existing or proposed zoning by-laws affecting the Property, without the prior written consent of the Lender(s) in its sole discretion.

Events of Default:

Each of the following shall constitute an Event of Default in respect of the Loan and this Commitment Letter:

- Failure to pay any interest, principal, fees or other amounts due in connection with this Commitment Letter or any Security Document;
- A default on any obligation under any encumbrance (including without limitation prior mortgages) having priority over this Loan;
- Breach by the Borrower(s), the Nominee or the Covenantor(s) of any covenant or agreement under or in connection with this Commitment Letter or any of the Security Documents;
- The occurrence of an event of default under any Security Documents;
- Inaccurate or false representations or warranties made by the Borrower(s) under or in connection with this Commitment Letter;
- This Commitment Letter or any document executed in connection therewith or in connection with the Loan or the Security Documents is repudiated by the Borrower(s) or is no longer in force and effect;
- The Borrower(s) (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation;
- A material adverse change occurs in the financial condition, business, property or prospects of the Borrower(s), the Nominee or the Covenantor(s), as determined by the Lender(s); and
- Change of ownership of the Property without the Lender(s)'s prior written consent.

The foregoing Events of Default shall not in any way affect the right of the Lender(s) to make demand for payment at any time under any loan that is stated to be a demand loan.

Upon the occurrence of any Event of Default, (i) Lender(s) may accelerate the payment of principal and interest under, and cancel any undrawn portion of the Loan, (ii) the ability of the Borrower(s) to obtain further advances under this Commitment Letter shall immediately terminate, and (iii) Lender(s) may, by written notice to the Borrower(s), declare the advances outstanding under any Loan to be immediately due and payable. The rights of the Lender(s) on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Commitment Letter or any of the Security Documents to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary credit facility made available under this Commitment Letter.

If Event of Default has occurred, or when the indebtedness hereby secured or any part thereof shall become due and remains unpaid, the Borrower(s) and Covenantor(s) shall jointly and severally fully indemnify, hold harmless, reimburse, and pay to the Lender(s) all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or be paid by the Lender(s) in enforcing the terms, covenants and conditions in this Commitment Letter, including without limitation, the costs incurred in obtaining legal advice regarding the enforcement of any terms as set herein or the Security Documents, sending any demand letters to the Borrower(s) or the Covenantor(s), filing any certificate of pending litigation against the Property, commending any action, petition or proceedings against the Borrower(s) or the Covenantor(s), and obtaining any court order against the Borrower(s) or the Covenantor(s), and any other actions or remedies available to the Lender(s) in law that the Lender(s) see fit in its sole discretion.

General Terms and Conditions:

A. **Assignment** - this Commitment Letter and the security documents may not be assigned or transferred by the Borrower(s).

   The Lender(s) may participate in, syndicate or assign the Loan at its discretion.

B. **Enurement** - The terms, conditions, representations and warranties expressed herein shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender(s), the Borrower(s), and shall enure to the benefit of the successors and assigns of the Lender(s).

C. **Non-merger** - The terms of the Security Documents shall not merge with the terms of this Commitment Letter upon disbursement of the Loan. In the event of any conflict between this Commitment and the Security Documents, to the extent

only of the conflict, the Lender(s) shall elect which provisions apply.

D. **Net payments** - All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions.

E. **Expropriation** - The proceeds of any expropriation, condemnation, eminent domain or like proceeding or the sale in lieu of or in reasonable anticipation thereof of the whole or part of the Property shall, at the sole option of the Lender(s), be paid to the Lender(s) in priority to any claims of any other party and shall be applied in reduction of any amounts payable hereunder or under security.

F. **Documentation** - All documentation shall be in a form prescribed by the Lender(s) and as approved by its solicitor. The Security Documents are to be prepared by the Lender(s)' solicitor:

Trivium Law
260-4320 Viking Way,
Richmond, BC, V6V 2L4
T: 604-242-1578
F: 604-243-9777

G. **Expenses** - All of the Lender(s)' costs and expenses relating to the Loan, including enforcement costs and legal costs on a solicitor and own client basis, and any reasonable costs and expenses incurred by the Lender(s) due to proceedings under the *Bankruptcy and Insolvency Act* relating to the Borrower(s), the Nominee and the Covenantor(s) are the joint and several responsibility of the Borrower(s), the Nominee and the Covenantor(s) and shall be paid by the Borrower(s), the Nominee, or the Covenantor(s). Such reasonable costs and expenses may be added to the then outstanding principal balance of the Loan and shall bear interest at the interest rate under the Loan.

H. **Information** - The Borrower(s) consent and agree to provide the Lender(s) or its solicitor with such documentation and information, including identification, as the Lender(s) or its solicitors may require to ensure compliance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and its related regulations, and that provision of such documentation shall be a pre-condition to funding.

I. **Joint Liability** - Where more than one person is liable as Borrower(s) for any obligation under or in connection with this Commitment Letter, then the liability of each such person for such obligation is joint and several with each other such person

J. **Amendment** - Any agreement to alter, modify, or amend the terms of the Loan will only be valid if agreed to in writing by the Lender(s) and the Borrower(s).

K. **Waiver** - Any failure by the Lender(s) to exercise any rights or remedies hereunder or under the Security Documents shall not constitute a waiver thereof.

L. **Sole Agreement** -This Commitment Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Commitment Letter, and set forth the entire agreement between the Lender(s) and the Borrower(s). This Commitment Letter does not, however, serve to operate as a novation.

M. **Confidentiality** -The Borrower(s) agrees that, without the prior written consent of the Lender(s), it shall not provide this Commitment Letter to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not other Lender(s)).

N. **Laws** - This Commitment Letter shall be governed by and interpreted in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

O. **Gender** - Whenever the singular or masculine or neuter is used in this Commitment Letter, the same shall be deemed to include the plural or the feminine, or body politic or corporate and the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto, and each of them where the context or the parties so require.

P. **Headings** - The headings appearing in this Commitment Letter are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

Q. **Payments on Business Day** - Whenever any payment or performance under this Commitment Letter and the Security Documents would otherwise be due on a day other than a day on which chartered banks are open for business in Vancouver except for Saturday and Sunday (each, a "**Business Day**"), such payment shall be made on the following Business Day, unless the following Business Day is in a different calendar month or would fall after the Maturity Date, in which case the payment shall be made on the preceding Business Day.

R. **Counterparts** - This Commitment Letter may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Commitment Letter is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of

this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

1076255 B.C. LTD.

Per: _____ C/S
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Authorized Signatory

1218548 B.C. LTD.

Per: _____ C/S
Authorized Signatory

_____
Xiao Song Zheng

686912366 INVESTMENT LTD.

Per: _____ C/S
Authorized Signatory

BENEFICIAL MORTGAGE AND DIRECTION TO CHARGE

THIS BENEFICIAL MORTGAGE AND DIRECTION TO CHARGE dated for reference May 9, 2024.

BETWEEN:

1076255 B.C. LTD.

(the "Trustee")

AND:

LIGHTSTONE DEVELOPMENT LTD.

(the "Beneficial Owner")

AND:

686912366 INVESTMENT LTD.

(the "Lender")

WITNESSES THAT WHEREAS:

A. The Trustee holds title to the Property in trust for the benefit of the Beneficial Owner;

B. The Beneficial Owner have agreed to borrow the monies representing the Loan from the Lender; and

C. It is a condition of the Loan that the Beneficial Owner and the Trustee execute and deliver this Agreement to the Lender.

THEREFORE in consideration of the premises and of the sum of $10.00 and other good and valuable consideration now paid by the Lender to each of the Beneficial Owner and the Trustee (the receipt and sufficiency of which is hereby acknowledged by each) and to induce the Lender to make advances on account of the Loan, the Beneficial Owner and the Trustee jointly and severally represent and warrant to and covenant and agree with the Lender as set forth below.

1. DEFINITIONS

1.1 Definitions

In this Agreement unless the parties or the context otherwise require:

(a) **"Agreement"** or **"this Agreement"** means this agreement (including the recitals and any schedules hereto) and all includes all amendments and modifications thereto and replacements and restatements thereof, from time to time;

(b) **"Beneficial Owner"** means the party so described above and its successors and assigns, whether immediate or derivative;

(c) **"Collateral"** means all of the personal property and other assets, interests, rights, and undertakings of either or both the Trustee and the Beneficial Owner situate at, used in, under or in connection with the Lands, or any part or portion thereof, as the case may be or the context requires;

(d) **"Commitment Letter"** means the Commitment Letter dated May 2, 2024 and issued by the Lender to the Trustee and the Beneficial Owner in connection with the Loan and includes all amendments and modifications thereto and replacements or restatements thereof, from time to time;

(e) **"Lands"** means the land(s) and premises civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally known and described as follows:

PID#	Legal
031-145-884	LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

(f) **"Lender"** means the party so described above and its successors and assigns, whether immediate or derivative;

(g) **"Loan"** means the loan of $850,000.00 made or to be made by the Lender to the Beneficial Owner pursuant to the Commitment Letter;

(h) **"Loan Obligations"** mean the obligations and liabilities of the Trustee and the Beneficial Owner and of each of them to the Lender now or hereafter existing in connection with the Loan, including but not limited to the obligation to pay the Loan and interest;

(i) **"Property"** means the Lands and the Collateral;

(j) **"Security Documents"** means all security documents (including the security documents described in Schedule "A") which are:

(i) from time to time required by the Lender from the Beneficial Owner as security for the payment, observance and performance of the Loan Obligations; and

(ii) executed by the Trustee for and on behalf and at the direction of the Beneficial Owner;

and includes all amendments and modifications thereto and replacements or restatements thereof, from time to time;

(k) **"Trust Declaration"** means the agreement entitled "Amended and Restated Declaration of Bare Trust Agreement" dated as of August 5, 2021 and made between the Trustee and the Beneficial Owner in respect of the Property and includes all amendments and modifications thereto and replacements or restatements thereof, from time to time; and

(l) **"Trustee"** means the party so described above and its successors and permitted assigns, whether immediate or derivative.

1.2 Severability

If any provision of this Agreement or any part thereof is found or determined to be invalid, illegal or unenforceable, such provision or such part thereof will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part had been deleted herefrom.

1.3 Jurisdiction

The Trustee and the Beneficial Owner irrevocably agree that any legal action or proceeding with respect to this Agreement may be brought in the courts of the province of British Columbia or in such other court or courts as the Lender in its sole discretion may elect and, by execution and delivery of this Agreement, the Trustee and the Beneficial Owner irrevocably submit to each such jurisdiction.

1.4 Applicable Law

This Agreement and the rights and obligations of the Trustee and the Beneficial Owner and the Lender hereunder will be governed by and be construed according to the laws of the province of British Columbia.

1.5 Interpretation

For the purposes of this Agreement:

(a) all references to the singular will be construed to include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa;

(b) whenever any party to this Agreement is comprised of more than one person, then, each and every warranty, representation, covenant and agreement made by that party hereunder will be deemed to have been jointly and severally made by each of the persons comprising that party; and

(c) this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

1.6 Time of the Essence

Time is of the essence of this Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties Re: Trust Relationship

The Trustee and the Beneficial Owner jointly and severally make the following representations and warranties to the Lender which are true and correct in all respects as of the date hereof:

(a) pursuant to the Trust Declaration, the Trustee is the registered owner and the Beneficial Owner is the beneficial owner of the Property and the Trustee holds all of its estate, right, title, and interest in and to the Property in trust for the Beneficial Owner in the manner contemplated thereby;

(b) no person, other than the Trustee and the Beneficial Owner, has any estate, right, title or interest, legal or beneficial, in the Property, or any part(s) thereof;

(d) the Trust Declaration is in full force and effect and has not been amended except as contemplated hereby;

(e) the Trustee has power and capacity to act as nominee, agent and bare trustee for the Beneficial Owner in the manner contemplated by the Trust Declaration;

(f) all necessary steps and proceedings, both corporate and otherwise, have been taken by each of the Trustee and the Beneficial Owner so that:

(i) the trust constituted by the Trust Declaration; and

(ii) the appointment of the Trustee as nominee, agent and bare trustee for the Beneficial Owner pursuant to the Trust Declaration;

have been duly authorized by each of the Trustee and the Beneficial Owner;

(g) the Trustee has the power and capacity, both for and on its own behalf and its capacity as nominee, agent, and bare trustee for and on behalf of the Beneficial Owner pursuant to the Trust Declaration:

(i) to own the Property;

(ii) to borrow the monies representing the Loan in the manner contemplated by the Commitment Letter; and

(iii) to mortgage, assign, and charge and grant security interests in the Property to the Lender without limitation and in particular in the manner contemplated by each of the Security Documents described in Schedule "A";

(h) all necessary steps and proceedings, both corporate and otherwise, have been taken by each of the Beneficial Owner and the Trustee so that when this Agreement is executed by the Beneficial Owner to the Trustee, it will constitute an irrevocable direction and authorization by the Beneficial Owner to the Trustee:

(i) to borrow the monies representing the Loan in the manner contemplated by the Commitment Letter; and

(ii) to enter into, execute and deliver, to keep, observe, and perform the warranties, agreements, covenants, agreements and to grant the mortgages, assignments, and other charges to respectively made by it under each of the Security Documents as security for the payment, observance, and performance of the Loan Obligations;

(i) the Trustee is not carrying on any business that is "trust business" under the *Financial Institutions Act* of British Columbia;

(j) the holding of the Property by the Trustee in trust for the Beneficial Owner in the manner contemplated by the Trust Declaration is an isolated transaction;

(k) the Trustee does not act as trustee for members of the public generally;

(l) the Trustee does not receive fees for acting as trustee;

(m) the Trustee does not have discretionary powers as trustee, but only as nominee, agent, and bare trustee of the Beneficial Owner pursuant to the Trust Declaration; and

(n) neither the Trustee nor Beneficial Owner is insolvent.

2.2 Survival of Warranties and Representation

All representations and warranties made by either or both of the Trustee and the Beneficial Owner, whether made herein or in any certificate or other document delivered either by or on behalf of the Trustee and the Beneficial Owner for the benefit of the Lender, are material, will survive the execution and delivery of this Agreement and will continue in full force and effect without time limit. The Lender is deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Lender at any time.

3. COVENANT TO PAY

3.1 Confirmation of Covenant to Pay

The Beneficial Owner unconditionally, absolutely, and irrevocably promise to duly and strictly pay, as principal debtor, any and all of the monies now or hereafter due to the Lender in connection with the Loan (including any monies from time to time due and owing to the Lender under the Security Documents), whether at stated maturity, by reason of acceleration or demand or otherwise.

4. CONSENT TO AND CONFIRMATION OF MORTGAGE AND OTHER CHARGES

4.1 Consent and Direction

To secure the payment, observance, and performance of the Loan Obligations, the Beneficial Owner hereby irrevocably consents to, authorizes, directs, and empowers the Trustee, as its nominee, agent, and bare trustee pursuant to the Trust Declaration and for and on behalf of the Beneficial Owner:

(a) to execute and deliver (or to cause to be executed and delivered) each of the Security Documents to the Lender;

(b) to keep, observe, and perform the respective warranties, representations, covenants, and agreements made by it under each of the Security Documents; and

(c) to mortgage, assign, and charge to and in favour of the Lender in the manner respectively contemplated by each of the Security Documents, all of the legal and beneficial estate, right, title, interest, and claim that the Trustee and the Beneficial Owner and each of them now or at any time hereafter may have in and to the Property respectively described therein.

4.2 Confirmation of Mortgage and Other Charges

The Beneficial Owner hereby confirms that the execution and delivery by the Trustee to the Lender of each of the Security Documents with such amendments thereto and deletions therefrom as may be approved by the person(s) executing the same on behalf of the Trustee, whose signature(s) thereon will be conclusive evidence of such approval, will be execution and delivery for and on behalf of the Beneficial Owner with the intent that:

(a) all warranties, representations, covenants, agreements, terms, conditions, stipulations, provisions and provisos;

(b) all grants, mortgages, assignments, security interests, charges and the like;

(c) all benefits and advantages; and

(d) all obligations and liabilities;

respectively made, created by or imposed upon the Trustee thereunder will be deemed to be made, created by or imposed not only upon the Trustee but upon the Beneficial Owner as well.

4.3 Agreement to be Bound

Without limited the generality of paragraph 4.2, the Beneficial Owner hereby covenants and agrees with the Lender:

(a) to be bound by the respective terms and conditions of each of the Security Documents from time to time executed and delivered to the Lender for and on its behalf by the Trustee; and

(b) to keep, perform and observe and be bound by all of the warranties, representations, covenants and agreements, all of the grants, mortgages, assignments, security interests and charges and all of the obligations and liabilities respectively created or made by or imposed upon the Trustee in favour of the Lender under each of the Security Documents;

as if the Beneficial Owner had originally executed and delivered each of the Security Documents to the Lender as the registered and beneficial owner of the Property respectively mortgaged, charged or assigned thereby.

4.4 Grant of Beneficial Mortgage and Charge

To further secure the payment, observance and performance of the Loan Obligations, the Beneficial Owner hereby grants, mortgages, assigns, and charges by way of a security interest to and in favour of the Lender, forever, all of its estate, right, title, interest and claim in and to the Property respectively described in each of the Security Documents upon and subject to the terms and conditions respectively set forth therein, as if:

(a) each and every warranty, representation, covenant, agreement, obligation, term, condition, stipulation, provision, and proviso; and

(b) each and every grant, mortgage, assignment, charge, and security interest;

respectively created or made by or imposed upon the Trustee in each of the Security Documents were repeated herein fully and verbatim.

4.5 Priority and Postponement

For greater certainty and to further secure the payment, observance and performance of the Loan Obligations:

(a) the Beneficial Owner hereby grants the Lender priority over all its right, title, and interest in and to the Property and hereby postpones and subordinates all of its right, title, and interest in and to the Property with and to the intent that the interest of the Beneficial Owner in and to the Property will be subject to the rights of the Lender under each of the Security Documents as though each of the Security Documents had been executed and delivered and registered, or otherwise processed and all funds fully secured thereunder had been secured thereunder in point of time prior to the Beneficial Owner obtaining any estate, right, title, or interest whatsoever in and to the Property, or any part thereof; and

(b) the Beneficial Owner hereby waives all rights to receive from the Lender a copy of any financing statement, financing change statement, or verification statement or any other similar filing made by the Lender in respect of the Beneficial Owner.

5. COVENANTS

5.1 Negative Covenants

The Beneficial Owner and the Trustee jointly and severally covenant and agree with the Lender that they will not:

(a) assign, amend, modify, terminate or charge the Trust Declaration without the Lender's written consent first had and obtained; or

(b) further charge or assign their respective interests in the Property without the Lender's written consent first had and obtained.

5.2 Amendment to Trust Declaration (if necessary)

To the extent necessary (if at all), the Beneficial Owner and the Trustee agree that the Trust Declaration is hereby amended to give the Trustee the power, capacity, and authority to do each of the matters contemplated by this Agreement, the Commitment Letter, and the Security Documents, including, without limiting the generality of the foregoing, to give the Trustee the power to borrow the monies representing the Loan and to grant security therefore in the manner contemplated by the Commitment Letter and the Security Documents.

6. MISCELLANEOUS

6.1 Modification of Agreement

No alteration, modification, or waiver of this Agreement or any condition, covenant, provision or term contained herein will be binding on the Lender unless made in writing and signed by the Lender.

6.2 Notice

Notices may be given by any party hereto to any other party hereto in the manner contemplated by the Security Documents.

[CONTINUED TO THE FOLLOWING PAGE]

6.3 Execution in Counterparts

This Agreement may be executed in counterpart, and such counterparts together shall be effective to constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means (whether that signature is by the hand of the signatory or is computer- or machine-generated) shall be equally effective as delivery of a manually executed counterpart hereof. The Parties agree that copies of this Agreement containing such signatures shall be admissible in court without further authentication.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of May 9, 2024.

1076255 B.C. LTD.

Per: _____ C/S
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Authorized Signatory

686912366 INVESTMENT LTD.

Per: _____ C/S
Authorized Signatory

SCHEDULE "A"

SECURITY DOCUMENTS

1. a $850,000.00 mortgage of the fee simple title to the Lands to be made by the Trustee, as Mortgagor, in favour of the Lender, as Mortgagee;

2. a general assignment of rents derived from leases of the Lands, to be made by the Trustee, as Assignor, in favour of the Lender, as Assignee; and

3. a general security agreement to be made by the Trustee, as Debtor, in favour of the Lender, as Secured Party.

CHLOE
Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: 686912366 INVESTMENT LTD.

Occupation: Real Estate Investor

Address: 6869 Frederick Avenue, Burnaby, B.C. V5J 3X8

Cell: 604-434-3028

Email: emmaliu6869@gmail.com

with a copy to sliu@triviumlaw.com

Country of Residency: Canada

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 34 (the "**Strata Lot**") with the approximate size of 1,227 sq/ft, shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 318, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884; Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **BASIC INFORMATION**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is $850,000.

1.02 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.03 The Purchaser certifies to the Vendor that he/she/they is/are a resident of Canada under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See paragraph 4 of Schedule "A" attached hereto.

1.05 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

2. **PURCHASE PRICE PAYMENT AND DEPOSIT**

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to $850,000 (the "**Deposit**") by way of deposit to be paid by the Purchaser or the Purchaser's solicitor, Trivium Law, to Chen & Leung in trust for the Vendor by way of certified cheque, bank draft or solicitor's trust cheque; plus

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 6:00 p.m. (Pacific Standard Time) on the Completion Date, by way of certified cheque, bank draft or solicitor's certified trust cheque.

INITIALS

Purchaser	Purchaser	Vendor

The Deposit will be dealt with as follows:

(c) subject only to subsections 2(d) to 2(f), the Deposit shall not be released to the Vendor or used by the Vendor in any way except with the explicit written consent of the Purchaser;

(d) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price;

(e) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser, without prejudice any other rights, remedy or claim the Purchaser may have against the Vendor, if the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(f) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 9th day of May, 2024.

_____	0886912366 INVESTMENT LTD. _____
Witness	*Purchaser*:
_____	_____
Witness	*Purchaser*:

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____	Per: _____
Authorized Signatory	Authorized Signatory
Per: _____	Per: _____
Authorized Signatory	Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 9.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

3.2 Without in any way limiting paragraph 11.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

3.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 3.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

3.4 If the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

3.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

3.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the

INITIALS

	Purchaser	Vendor

"Purchaser's Solicitor") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

4. COMPLETION, POSSESSION AND ADJUSTMENT DATES

4.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 6:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 30 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 15 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 4.1 and whether or not any delay described in this paragraph 4.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between May 10, 2024 and June 30, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

4.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 5 below.

4.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

4.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

5. GST.

5.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

6. REPRESENTATIONS/ENTIRE AGREEMENT

6.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

7. CONSTRUCTION

7.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 6.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

7.2 Notwithstanding paragraph 7.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 3% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 3% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 3%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

$R = (.97 - A/P) \times$ the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 7.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

7.3 Subject to paragraph 8.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 9.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss,

cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

8. PRE-OCCUPANCY WALK THROUGH

8.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 8.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 10.

8.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

9. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

9.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the

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Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

9.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

9.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

10. ASSIGNMENT BY PURCHASER

10.1 Defined terms. In this paragraph 10, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia);

(b) "**affiliated entity**" shall have the same meaning as an "affiliate" under the *Business Corporation Act* (British Columbia);

(c) "**developer**" means the Vendor; and

(d) "**this purchase agreement**" means this Agreement.

10.2 Assignment. The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement may be assigned to any other entities (a) with the written consent of the Vendor, or (b) any affiliated entities of the Purchaser without the consent of the Vendor, provided that:

(a) the Purchaser provides the Vendor with notice of such assignment and evidence to satisfy the Vendor that the assignee is affiliated entity of the Purchaser;

(b) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(c) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement.

(d) the Purchaser will, upon written request from the Vendor, provided to the developer information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

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Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

10.3 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 10 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11. MISCELLANEOUS

11.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 11.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 11.1(a) above or permit one or more further extensions pursuant to subparagraph 11.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 11.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 4.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

11.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

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11.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 11.2. The provisions set out in this paragraph 11.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

11.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

11.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

11.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 11.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

11.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

11.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

11.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the

exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

11.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

11.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

11.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

11.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

11.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

11.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

11.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

11.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime*

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(Money Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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LOAN AGREEMENT

A $4,025,058 LOAN

LI JIANG (the "**Lender**") is interested in extending a $4,025,058.00 non-revolving term loan (the "**Loan**", as further described in Section 1 herein) to **1076255 B.C. LTD.** (the "**Nominee**") **and LIGHTSTONE DEVELOPMENT LTD.** (the "**Beneficial Owner**" and together with the Nominee, the "**Co-Borrowers**"), each a British Columbia company and guaranteed by **1218548 B.C. LTD** and **1173805 B.C. LTD.** (the "**Corporate Guarantors**" and each, a "**Corporate Guarantor**"), each a British Columbia company and **XIAO SONG ZHENG** (the "**Personal Guarantor**" and together with the Corporate Guarantors, the "**Guarantors**") pursuant to the following terms:

1.0 THE LOAN AND THE PRINCIPAL AMOUNT:

1.1 The Loan shall be for $4,025,058 (Four Million Twenty Five Thousand and Fifty Eight Canadian Dollars) (the "**Principal Amount**").

1.2 For the purpose of this Loan Agreement, the "**Loan**" shall include the Principal Amount, and any sums owing to the Lender hereunder including unpaid interest.

1.3 The Lender and the Co-Borrowers acknowledge and agree that a portion of the Principal Amount, being $525,058, was advanced directly to the Co-Borrowers prior to the date hereof.

2.0 PURPOSE OF THE LOAN:

2.1 The Loan shall be used by the Co-Borrowers solely to provide interim bridge financing secured by a fifth priority mortgage over:

(a) the real property known municipally as 6336, 6346, and 6350 East Boulevard, Vancouver, British Columbia and being more particularly described as:

PID:032-300-000 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID: 032-300-018 STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998; and

PID: 032-300-026 STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

(the "**Lands**") ;

2.2 The Co-Borrowers shall not use the Loan or any portion thereof for any other purposes, except with prior written consent from the Lender, which consent may be withheld by the Lender in its discretion.

3.0 TERM & MATURITY DATE:

3.1 The Loan shall have a term of 12 months (the "**Term**") and mature on September 30, 2025 (the "**Maturity Date**").

3.2 Any extension of the Term is subject to the Lender's formal written approval and the interest rate set out in Section 4.0 cannot be guaranteed for any such extension of the Term.

4.0 INTEREST AND FEE:

4.1 *Interest Rate*: The Loan shall bear interest at a rate of 15% per annum, compounded monthly, for the duration of the term.

4.2 *Interest on Overdue Interest*: If default occurs in the payment of any interest due under this Loan Agreement, compound interest will be payable on that amount at the interest rate set out in Section 4.1.

4.3 *Interest Adjustment*: The Interest Adjustment Date shall occur on October 15, 2024.

5.0 REPAYMENT AND PREPAYMENT:

5.1 *Repayment*. Unless otherwise agreed between the Lender and the Co-Borrowers in writing, on the fifteenth (15th) day of each calendar month following the date of the Interest Adjustment Date, the Co-Borrowers shall pay the Lender the following by way of post-dated cheques:

(a) the Co-Borrowers shall pay an interest-only payment in the amount of $50,313.22;

5.2 *Prepayment*. At any time after the date that is nine (9) months after the date of the initial advance, the Co-Borrowers may prepay in full (but not part of) the Principal Amount without penalty by giving the Lender 30-days' written notice. No voluntary prepayment is permitted prior to the date that is nine (9) months after the date of the initial advance.

5.3 *Mandatory Repayment*. In the event the Co-Borrowers refinance the Lands or sell the Lands, the Co-Borrowers shall make a mandatory repayment in an amount to be determined by the Lender, at its sole discretion, which amount shall be paid to the Lender to be applied to decrease the amount outstanding under the Loan and, to the extent agreed to by the Lender. In addition to the aforementioned, in the event the Co-Borrowers refinance the or sell the property known municipally as 206-2096 47th Avenue West, Vancouver, B.C. being more particularly described as PID: 032-299-532 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 ("**Unit 206**"), the Co-Borrowers shall immediately make available the net sale proceeds of Unit 206 available to the Lender, in partial satisfaction of the Loan. For greater certainty, nothing in this section 5.3 shall obligate the Lender to accept a partial pre-payment against the Principal Amount or any other amounts owed under the Loan.

5.4 *Application of Payments*. Any amount paid in satisfaction of the indebtedness evidenced by this Loan Agreement will be applied first in satisfaction of any accrued and unpaid interest which is due and payable and any overdue interest thereon, and then the remaining portion of the amount paid will be applied in satisfaction of the Principal Amount owing under this Loan Agreement (insofar as is permitted under this Loan Agreement) and then in satisfaction of any amounts owing under the any guarantee, security or other loan documents (collectively, the "**Loan Documents**") granted in connection with this Loan Agreement.

6.0 SECURITY:

6.1 The following guarantees, security and loan documents shall be provided by the Co-Borrowers and/or the Guarantors:

(a) A promissory note in the principal amount of $4,025,058.00 executed by the Co-Borrowers in favour of the Lender;

(b) An inter-alia Form B mortgage and assignment of rents in the principal amount of $4,250,000.00 granted to the Lender from the Nominee and registered on title to the Lands (the "**Mortgage**") in fifth position, together with an acknowledgment of standard charge terms executed by the Co-Borrowers;

(c) An executed, but unregistered Form B mortgage and assignment of rents in the principal amount of $4,250,000 granted by the Nominee over Unit 206 (the "**Unregistered Mortgage**") which may be registered by the Lender at any time following an Event of Default.

(d) A beneficiary authorization and charge agreement executed by the Co-Borrowers.

(e) An agreement of purchase and sale for the Lands dated September 24, 2024 among the Co-Borrowers as vendor and Hao He (the Lender's nominee) as purchaser, for an aggregate purchase price of $3,500,000.00 (the "**Sale Agreement**").

(f) A general security agreement granted by the Co-Borrowers providing a security interest in all present and after acquired personal property of the Co-Borrowers, to be registered in the Personal Property Registry in British Columbia;

(g) An assignment of insurance from the Co-Borrowers in favour of the Lender;

(h) And environmental warranty and indemnity agreement from the Co-Borrowers in favour of the Lender;

(i) A joint and several unlimited guarantee and postponement of the obligations of the Co-Borrowers from the Guarantors in favour of the Lender; and

(j) Such other documents as may be reasonably requested by the Lender and its counsel,

(the above together are called "**Security Documents**").

7.2 In the event of inconsistent terms between this Loan Agreement and the Security Documents, terms of this Loan Agreement shall prevail.

7.0 REPRESENTATIONS AND WARRANTIES:

7.1 The Co-Borrowers and the Guarantors (as applicable) hereby represent, warrant and covenant to the Lender, jointly and severally, and hereby acknowledge and confirm that the Lender is relying on such representations, warranties and covenants in connection with its entry into this Loan Agreement and the making of the Loan, that:

(a) each Co-Borrower and Corporate Guarantor has been duly formed, incorporated, amalgamated or continued, as the case may be, and is validly subsisting as a company under the laws of the Province of British Columbia and is duly qualified to carry on business in all jurisdictions in which it carries on its business;

(b) each Co-Borrower and Corporate Guarantor has and shall continue to have all requisite corporate, power and authority to enter into this Loan Agreement and the other Loan Documents, to grant the charges and create the security interest in its assets and the other real or personal property described in the Loan Documents and this Loan Agreement, to perform all of its obligations hereunder and under the other Loan Documents, and to borrow the Principal Amount;

(c) the execution and delivery of this Loan Agreement by the Co-Borrowers and Corporate Guarantors has been duly authorized by all necessary action on the part of each Co-Borrower and Corporate Guarantor and this Loan Agreement has been duly and validly executed and delivered by each Co-Borrower and Corporate Guarantor and is a valid and binding obligation of the Co-Borrowers and Guarantors enforceable against the Co-Borrowers and Guarantors in accordance with its terms;

(d) the execution and delivery of this Loan Agreement by the Co-Borrowers and Guarantors and the observance and performance of the terms and provisions of this Loan Agreement on the part of the Co-Borrowers and Guarantors to be observed and performed by them does not require the consent or approval of or the giving of notice to any third party except as disclosed by the Co-Borrowers and Guarantors to the Lender, and will not constitute a violation of any applicable laws or a violation or a breach of any of the Co-Borrowers' or Corporate Guarantors' notice of articles, articles or any provision of any contract or other instrument to which such Co-Borrower or Guarantor is a party or by which it is bound, or any order, writ, injunction, decree, statute, rule or regulation applicable to it, or constitute a default under any contract, agreement or instrument to which such Co-Borrower or Guarantor is a party or by which such Co-Borrower or Guarantor is bound;

(e) no Co-Borrower or Guarantor has committed an act of bankruptcy and no Co-Borrower or Guarantor is insolvent, has proposed a compromise or arrangement to its creditors generally, has had any petition for a receiving order in bankruptcy filed against it, or made a voluntary assignment in bankruptcy, or taken any proceeding with respect to a compromise or arrangement, or taken any proceeding to have itself declared bankrupt or wound-up, or taken any proceeding to have a receiver appointed in respect of any part of its assets, or had any encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property or assets;

(f) the ownership structure set out in Schedule "A" hereto accurately reflects the ownership details of each Co-Borrower;

(g) the Co-Borrowers and Guarantors shall, at the request of the Lender, provide such evidence of compliance with such representations, warranties and covenants as the Lender may reasonably request;

(h) the Co-Borrowers have all necessary licenses, permits and consents required in connection with the Lands;

(i) the Co-Borrowers have not received any written or verbal notice of any claims for builders' liens with respect to work performed or materials supplied in connection with the

Lands, other than the claim of builders lien registered in the Land Title Office under CB1595568 in favour of H.Y. Engineering Ltd. as disclosed to the lender;

(j) the Co-Borrowers have fully satisfied the claim of builders lien registered in the Land Title Office under CB1595568 in favour of H.Y. Engineering (the "**Lien**") and have discharged or caused to be discharged said claim of builders lien;

(k) the Lands comply, in all material respects, with all applicable laws relating to the protection of the environment and the Co-Borrowers have not received written notice from any person or governmental body alleging any breach by any Co-Borrower of any such law; and

(l) no person, other than the Co-Borrowers have any interest, whether contingent or absolute, registered or unregistered, in the legal and/or beneficial ownership of the Lands, and the Co-Borrowers have the full power and authority to enter into Sale Agreement.

8.0 CONDITION PRECEDENT:

8.1 Subject to the other terms and conditions of this Loan Agreement, the Loan provided herein will become available for drawdown for the applicable specified purposes upon satisfaction of the following:

(a) The Lender shall have received and be satisfied with executed copies of this Loan Agreement and all Security Documents;

(b) The Lender shall be satisfied with the business, assets and financial condition of each Co-Borrower;

(c) The Lender shall be satisfied that all Security Documents and supporting agreements and documents have been completed in a form satisfactory to the Lender and its solicitors, and have been executed and registered, as appropriate, and the Lender shall have received solicitor's letters of opinion with respect to the foregoing and other customary opinions together with customary supporting certificates and resolutions with respect to the same;

(d) The Lender shall have received certified copies of the notice of articles, articles, constating documents and any shareholders agreements (together with any amendments or modifications to each of the foregoing) for each Co-Borrower and each Corporate Guarantor;

(e) The Lender shall be satisfied that all consents required in connection with the entering into of this Loan Agreement and the related Security Documents shall have been received;

(f) The Lender shall be satisfied that except for any permitted encumbrances as disclosed by the Co-Borrowers to the Lender in writing, there shall be no liens, charges, or security interest ranking in priority to or pari passu the Mortgage.

(g) The Lender shall have received and be satisfied with a copy of the current year property tax notice or tax certificates for the Lands indicating no tax or utility arrears or unpaid special levies;

(h) The Lender shall have received evidence of insurance satisfactory to the Lender acting reasonably, together with evidence of the Lender as fifth mortgagee and loss payee; and

(i) The Co-Borrowers shall have paid out and arranged for the release the Lien in form and substance satisfactory to the Lender, providing proof of payment and discharge particulars of same.

9.0 GENERAL CONDITIONS:

9.1 Each of the Co-Borrowers covenants and agrees:

(a) To pay all sums of money when due under this Loan Agreement, the Security Documents and the Loan Documents, or any of them.

(b) To give the Lender prompt written notice of any Event of Default (defined below) or any event which, with notice or lapse of time or both, would constitute an Event of Default.

(c) Not to change ownership of its shares or any of its subsidiaries which results in a change of control.

(d) Not to change its name or merge, amalgamate or consolidate with any other corporation without Lender's consent with the Lender acting reasonably.

(e) Not to obtain any subsequent financing, whether secured or unsecured, without obtaining the prior written consent of the Lender.

(f) Not to grant any interest in legal and/or beneficial interest in the Lands and/or Unit 206, whether contingent or absolute, to any person or party without obtaining the prior written consent of the Lender.

(g) To insure and to keep fully insured the Lands as customarily insured by parties carrying on a similar business to that of the Co-Borrowers including all risk insurance at stipulated value for a coverage consistent with industry practice and satisfactory to the Lender.

(h) To file on a timely basis, all tax returns which are or will be required to be filed, to pay or make provision for payment of all taxes (including interest and penalties) and other potential claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested.

(i) To keep confidential the terms of this Loan Agreement, the Security Documents and the Loan Documents. Without express written consent of the Lender, the Co-Borrowers shall not disclose the existence and the terms of this Loan Agreement to any third party.

(j) To comply with all applicable environmental laws and regulations; to advise the Lender promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received

concerning the Lands; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Lender harmless for any costs or expenses which the Lender incurs for any environmental related liabilities existent now or in the future with respect to the Property.

(k) Not to permit any liens, security or encumbrances on the property, assets or undertaking of the Co-Borrowers, including but not limited to the Lands and Unit 206, without the prior written consent of the Lender.

10.0 EVENTS OF DEFAULT AND ACCELERATION

10.1 If any of the following events occurs (each an "**Event of Default**"):

(a) the Co-Borrowers fail to pay when due amounts owing under this Loan Agreement, any Loan Document or any Security Agreement;

(b) any Co-Borrower defaults in the observance or performance of any written agreement, undertaking or security heretofore or hereafter given by the Co-Borrowers to the Lender;

(c) the Co-Borrowers grant any interest, whether contingent or absolute, in the legal and/or beneficial ownership in the Lands or Unit 206 without first obtaining the prior written consent of the Lender;

(d) the Co-Borrowers permit any liens, security or encumbrances on the property, assets or undertaking of the Co-Borrowers, including but not limited to the Lands and Unit 206, without the prior written consent of the Lender;

(e) there is a default in payment under any other loan secured by the Lands;

(f) a petition or application is filed, an order is made or a resolution is passed for the winding-up of any of the Co-Borrowers;

(g) any of the Co-Borrowers ceases or threatens to cease to carry on business;

(h) any Co-Borrower commits or threatens to commit any act of bankruptcy;

(i) any Co-Borrower becomes insolvent or bankrupt;

(j) any Co-Borrower makes a bulk sale of its assets;

(k) a bankruptcy petition is filed or presented against any Co-Borrower;

(l) any Co-Borrower takes any action in respect of the winding-up or liquidation of such Co-Borrower or such Co-Borrower institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it;

(m) any Co-Borrower files or commences an action, application, petition or consent seeking or consenting to any re-organization of the Co-Borrower or takes or consents to the taking of any other steps or proceedings under any one or more of the *Winding-up and*

Restructuring Act (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) (including without limitation the making of a proposal, the filing of a notice of intention to make a proposal, the making of an assignment for the general benefit of creditors, or consenting to, or acquiescing in the issue of a receiving order under the *Bankruptcy and Insolvency Act* (Canada)) or any other bankruptcy, insolvency or similar law against a Co-Borrower or with respect to the reorganization or restructuring of a Co-Borrower or its debts, or consents to the filing of a petition against it under any law which involves any compromise of any creditor's rights against any Co-Borrower;

(n) a receiver, interim receiver, receiver and manager or other similar person is appointed of any or all the assets of any Co-Borrower;

(o) an execution, writ of seizure and sale or any other process of any court becomes enforceable against any Co-Borrower or a distress or similar process is levied against any of the assets of any Co-Borrower; and

(p) there is a change of control of any Co-Borrower,

then the entire unpaid principal indebtedness owing by the Co-Borrowers to the Lender evidenced hereby and all interest accrued thereon to the date of payment shall, despite any other provision of this note, forthwith become due and payable on written demand by the Lender for payment.

11.0 COSTS:

11.1 All costs, including, but not limited to, legal counsel expense and reasonable out-of-pocket expenses incurred by the Lender in connection with the Loan, are for the account of the Co-Borrowers.

12.0 ASSIGNMENT BY CO-BORROWERS:

12.1 The Co-Borrowers shall not assign or encumber their rights and obligations under the Loan, without the prior written consent of the Lender.

13.0 LENDER'S COUNSEL:

13.1 Legal documentation with respect to the Loan and the Security Documents shall be prepared by the Lender's counsel Dentons Canada LLP, at the Co-Borrowers' expense.

14.0 NOTICE

14.1 Any notice, demand or other document to be given, or any delivery to be made hereunder will be effective if in writing and delivered in person or by mail, facsimile or email to the following:

(a) in the case of the Lender, addressed as follows

LI JIANG
8471 Laidmore Road
Richmond, B.C. V7C 2B4

(b) in the case of the Co-Borrowers addressed as follows:

1076255 B.C. LTD.
#1530 – 1200 West 73rd Avenue
Vancouver, B.C. V6P 6G5

and

Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue
Vancouver, B.C. V6P 6G5

Any notice, demand, request or other document or delivery so given or made will be deemed to have been given or made and received: (a) if delivered, at the time of delivery in person; or (b) if faxed or emailed, on the date of faxing or emailing of the same if sent by 5:00 p.m. Vancouver, BC local time or otherwise on the next business day.

Any party hereto may from time to time by notice in writing change its address (or in the case of a corporate party, the designated recipient) for the purposes of this Section.

15.0 ELECTRONIC EXECUTION

15.1 This Loan Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement. Any signatory hereto may deliver an executed copy of this consent by facsimile, electronic mail or other electronic method to the Lender and such electronic copy shall be binding and effective against such party to the same extent as an originally executed copy of this consent. The words "execution," "signed," "signature," and words of like import in this consent shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

[Remainder of this page intentionally left blank. Signature page follows]

This Loan Agreement dated this 9 day of October, 2024 among:

Lender:

Li JIANG

Co-Borrowers:
1076255 B.C. Ltd.
By its authorized signatory:

Printed Name: XIAO SONG ZHENG
Title: Director

Lightstone Development Ltd.
By its authorized signatory:

Printed Name: XIAO SONG ZHENG
Title: Director

Guarantors:
1218548 B.C. Ltd.
By its authorized signatory:

Printed Name: XIAO SONG ZHENG
Title: Director

1173805 B.C. Ltd.
By its authorized signatory:

Printed Name: XIAO SONG ZHENG
Title: Director

Xiao Song Zheng

SCHEDULE A

ORGANIZATIONAL STRUCTURE

COMMITMENT LETTER

Dated for reference October 27, 2024

1076255 B.C. LTD., Marisa Yan Wang, and LIGHTSTONE DEVELOPMENT LTD.

RE: Loan facility (the "Loan") secured by 4th priority position mortgage on the properties located at 303 - 2096 West 47th Avenue, Vancouver, British Columbia V6M 0E5, 402 - 2096 West 47th Avenue, Vancouver, British Columbia V6M 0E5 and 408 - 2096 West 47th Avenue, Vancouver, British Columbia V6M 0E5, with the parcel identifiers 032-299-664, 032-299-842 and 032-299-907, legally described as STRATA LOT 19 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999, STRATA LOT 37 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 and STRATA LOT 43 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 (together, the "2096 Properties"), and by 3rd position mortgage on the property located at 5755 Angus Dr., Vancouver, British Columbia V6M 3N7, with the parcel identifier 011-292-008, legally described as THE SOUTH 1/2 OF LOT 8, EXCEPT THE WEST 10 FEET, NOW LANE, OF LOT 7 BLOCK 15 DISTRICT LOT 526 PLAN 5019 (the "Angus Property"; and when described together with the 2096 Properties, the "Property").

Bei Chen, Qing Su, and Jide Liu (the "**Lender(s)**") are pleased to grant to the Borrower(s) a secured loan facility under the terms and conditions as set out below:

Borrower(s):	1076255 B.C. LTD. #1530 - 1200 WEST 73RD AVENUE VANCOUVER, BC V6P 6G5 Marisa Yan Wang 5755 ANGUS DR. VANCOUVER, BC V6M 3N7 LIGHTSTONE DEVELOPMENT LTD. #1530 - 1200 WEST 73RD AVENUE VANCOUVER, BC V6P 6G5 (collectively the "**Borrower(s)**")
Covenantor(s)	Xiao Song Zheng 6261 ADERA STREET VANCOUVER, BC V6M 3J5 1218548 B.C. LTD. #1530 - 1200 WEST 73RD AVENUE VANCOUVER, BC V6P 6G5 (collectively, the "**Covenantor(s)**")
Expected Funding Date:	November 1, 2024 (the "**Date of Advance**")

Initials: _____ _____ _____ _____

Facility:	$2,500,000
Loan Type:	Term loan, due by June 1, 2025 (the "**Maturity Date**"). Said Term Loan shall be non-revolving. Any renewal will be at the sole discretion of the Lender(s) and may be subject renewal, processing and other fees.
Interest Rate:	A. Interest on amounts due under this Loan and Security Documents (hereinafter defined) shall accrue at: i. 15% per annum on or before May 1, 2025 (the "**Rate Escalation Date**"). ii. After the Rate Escalation Date, the interest rate shall be increased to 30% per annum until the Loan, accrued interest, and any other amounts outstanding under the Loan and Security Documents are repaid in full. Interest shall be compounded monthly, thereafter until the Loan is repaid in full. Interest calculated by the Lender(s) to accrue from the Date of Advance to and including November 1, 2024 (the "**IAD**") shall be deducted from the proceeds of the Loan. B. The interest rate expressed above is compounded monthly, not in advance. For the purpose of expressing the equivalent rate of interest calculated half-yearly, not in advance for the purpose of Interest Act (Canada), please refer to the attached Schedule A, Table of Interest Rate Equivalents below. C. Provided that the Lender(s) has advanced the Loan funds to Trivium Law in Trust on or prior to November 1, 2024, interest will accrue at the Interest Rate from November 1, 2024 irrespective of whether or not the Loan has funded unless the Lender(s) in its sole, absolute and unfetter discretion agrees otherwise.
Deposit:	A deposit of $10,000 (the "Deposit") shall be made to and deposited with Trivium Law in Trust within twenty-four (24) hours from the execution of this commitment letter, paid by or on account of the Borrower(s). The Deposit is deemed to be non-refundable, and shall be applied to the Lender's counsel's legal fees, disbursements, taxes and any other fees as applicable.
Interest Reserve:	The Lender(s) shall retain a 3 month interest reserve in the amount of $93,750 (the "**Interest Reserve**"). The Interest Reserve shall be deducted from the advance of the Loan. As long as the Loan is not in default and the Interest Reserve has not been exhausted, the interest payments will be withdrawn monthly by the Lender(s) for the Interest

Initials: _____ _____ _____ _____

	Period. The Borrower(s) and the Covenantor(s) hereby acknowledge that: A. Notwithstanding such deduction from the advance, the Interest Reserve shall be deemed to be advanced and to form part of the principal amount of the Loan and shall accrue interest at the Interest Rate set out herein; B. the Lender need not keep the Interest Reserve in a separate account and may hold the Interest Reserve in its general accounts and may commingle the Interest Reserve with the Lender(s)' other monies; C. in no event shall any interest or other consideration for time value of money shall be payable or due by the Lender(s) to the Borrower(s) for the Interest Reserve; and D. a statement signed by the Lender(s) as to the balance of the Interest Reserve shall be conclusive proof thereof. In the event of a default, the Lender(s), in its discretion, may use the remaining balance in the Interest Reserve to pay any outstanding interest, pay any of its costs relating to the Loan or other amounts due hereunder, and/or pay down the principal amount of the Loan then outstanding.
Financial Statements:	The Borrower(s) and Covenantor(s) shall provide to the Lender, acting reasonably, upon request, such financial and supporting data as the Lender may require, reflecting all material information with respect to the status and operation of the Property. The Borrower(s) and Covenantor(s) shall furnish the Lender with annual financial statements, within one hundred (100) days of the end of the fiscal year including profit and loss account, together with an unaudited statement by the Borrower(s) segregating the operation of the Property.
Payment:	In addition to the Interest Reserve, the Interest due shall be paid through post-dated cheques or bank draft to the Lender(s).
Fees:	The Borrower(s) shall pay any legal fees and disbursements associated with the Loan which shall be deducted from the Loan when funded. In Addition, the Borrower(s) shall pay a Commitment Fee of $25,000 to 1356107 B.C. LTD. and a broker fee of $25,000 to Heng Mortgage Corp.
Hazardous Substance Indemnity:	In addition to any liability of the Borrower(s) under any instrument evidencing or securing the loan indebtedness, the Borrower(s) and the Covenantor(s) shall be liable for any and all of the Lender(s)' costs, expenses, damages or liabilities, (except those arising from the gross negligence or willful misconduct of the Lender(s) or any of the Lender(s)' agents), including, without limitation, all reasonable solicitor's fees, directly or indirectly arising out of or attributable to use, generation, storage, release, threatened release, discharge, disposal or

	presence on, under or about the Property of any hazardous or noxious substances and such liability shall be evidence in a manner satisfactory and sufficient, in the opinion of the Lender(s) and its solicitors, to survive foreclosure of mortgage on a deed in lieu thereof or any other exercise by the Lender(s) of any remedies available to it for any default under the Loan.
Privacy Act Consent:	The Borrower(s) and the Covenantor(s) acknowledge that the Lender(s) will be collecting information about the Borrower(s) and the Covenantor(s) which may include financial information, credit reports, references and other information which is needed to evaluate the financing under consideration. This material will be reviewed by the Lender(s) and will be communicated to others in connection with this transaction. The Borrower(s) and the Covenantor(s) hereby explicitly consents to the above.
Repayment:	A. Interest only monthly, payable in arrears, commencing in the month immediately following the IAD shall be paid to the lender on the advance of funds, both before and after demand, default and/or judgment on the 1st day of every month following the advance of funds hereunder and every month thereafter until the Loan has been paid in full. In the event any payment permitted or required to be made by the Loan is made after 1:00 pm on any particular day that payment will be deemed to have been made on the banking day next following. B. In the event that the Borrower(s) is late on or misses any payments due hereunder for any reason whatsoever including but not limiting the generality of the foregoing, insufficient funds, payment stopped or inaccuracies in the completion of the terms a cheque or a pre-authorized debit form, each of the Lender(s) unpaid due to such late or missed payments shall be entitled to charge in the amount of $500.00 as NSF administration fee for each late or missed payment, which charge shall be immediately due and payable as liquidated damages for such lateness or missed payment (for clarity, the liquidated damage is only in relation to the breach by the Borrower(s) for the act of not making timely payment, and is not a waiver or settlement of the Lender(s) right to collect interest, other payments, or the principal as set out hereunder). Such amounts, if not paid immediately shall be added to the principal of the Loan and accrue interest at the rate hereinbefore set out and shall form a charge upon the Property until the same is fully paid and satisfied. C. The Borrower(s) agrees to provide to the Lender(s) for the term of the Loan, and any renewal thereof, a series of post dates cheques and/or fully filled and executed pre-authorized debit form when requested by the Lender(s). D. The Borrower(s) agrees to pay to the Lender(s) the account of solicitor for the Lender(s) for services provided with respect to the

	receipt of payout funds, the preparation, execution and delivery of the discharge of the Mortgage and associated services. E. In the sole discretion of the Lender(s), it may be a condition of registering the final discharge of the Mortgage that the Borrower(s) provide confirmation from the Canada Revenue Agency to the Lender(s) that all GST and employee source deduction payments and remittances are current and paid in full as of the date of discharge of the Mortgage. This clearance certificate process can be time consuming and thus the Borrower(s) is/are advised to contact the Lender(s) for instruction as soon as they know that a mortgage discharge may be required.
Additional Requests:	Should the Borrower(s) request the Lender(s) to execute any additional documents including but not limited to covenants, statutory rights of way, priority agreements and no interest letters, the Lender(s), at the Lender(s)' sole discretion, may agree to do so, but the Borrower(s) agrees to pay the Lender(s) a reasonable execution fee of no less then $500.00 for such execution and pay of the Lender(s)'s solicitors legal fees with respect to the execution and review of any such document.
Prepayment:	The Loan is closed for prepayment until February 1, 2025 inclusive (the "**Closed Period**"). Should the Borrower(s) wish to repay all of this Loan on or before the Closed Period, the Borrower(s) may do so subject to the payment to the Lender(s) of the balance of any interest owing on the amount of repayment calculated up to and including the Closed Period (the "**Prepayment Interest**") and with 30 days' written notice delivered directly to the Lender(s) or Trivium Law. If 30 days written notice of prepayment is not given, the Borrower(s) will pay an additional 30 days' interest as bonus in addition to the Prepayment Interest. After the Closed Period the Loan may be prepaid in full upon 30 days' written notice delivered directly to the Lender(s) or Trivium Law. If 30 days' written notice is not given the Borrower(s) will have the right to prepay but will be subjected to a prepayment bonus equivalent to 30 total days of interest. Partial repayment will not be accepted or may be accepted at the Lender(s)' sole discretion.
Conditions Precedent to Advance:	The Lender(s) will have no obligation to make any advance to the Borrower(s) unless and until each of the conditions set out below have been completed and/or received as applicable to the Lender(s)' satisfaction: A. Receipt of the Deposit by Trivium Law from the Borrower(s); B. Satisfactory review by the Lender(s) of the Borrower(s)' and the Covenantor(s)' most recent two years of T1/T2 and notice of assessment, along with proof that there are no outstanding taxes;

	C. Title Insurance in favour of the Lender in <>priority position securing the Loan from FCT, Stewart Title or Chicago Title, with super priority and controlled substance endorsement; D. Satisfactory review by the Lender(s) (or, at Lender(s)'s option and the Borrower(s)'s expense, an insurance consultant) of insurance policies issued to the Borrower(s) and compliance with any changes required to satisfy the Lender(s)'s insurance requirements. Insurance requirements will be the following, or as the Lender(s) may require/ change: i. The Lender(s) evidenced as 3rd loss payee on the Angus Property and 4th loss payee on the 2096 Properties (name and address to be provided by Trivium Law); ii. All risk insurance in respect of the Property, including earthquake; iii. Liability Insurance of not less than $2,000,000.00 with the Lender(s) added on as an additional insured; iv. Standard Insurance Bureau of Canada clause; v. 30 day's written cancellation clause; and vi. Co-insurance clauses are not acceptable. (collectively, the "**Insurance**") E. Receipt of all duly executed Security Documents duly executed by the Borrower(s) and the Covenantor(s) as applicable and in registrable form where required; F. Receipt of Government Issued Identifications of the Borrower(s) and the Covenantor(s); G. Receipt of Municipal tax certificate confirming all property taxes and utilities have been paid to date on the Property; and H. No event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged Property or the financial position of the Borrower(s) and the Covenantor(s).
Required Security:	Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security Documents**") shall be delivered to the Lender(s) prior to any Advance of funds, in form and substance acceptable to Lender(s) and its solicitors: A. Promissory note in the amount of the Loan;

	B. Registrable mortgage (the "Mortgage") in the amount of $2,500,000 in 3rd position on the Angus Property and 4th position on the 2096 Properties *inter alia* where applicable; C. Assignment of Insurance with respect to the Property; D. General Assignment of all present and future rents and leases of the Property; E. Interest Reserve Agreement; F. Environmental Indemnity Agreement; G. Acknowledgement of receipt of prescribed mortgage terms; H. General security agreement providing a security interest in all present and after-acquired property with respect to each of the Borrower(s) with respect to the Property; I. Letter of undertaking regarding no further financing; J. Statutory Declaration with respect to the Property; K. Guarantee and Postponement of Claim executed by the Covenantor(s). L. Contract of Purchase and Sale of Residential Real Estate for the 2096 Properties (the "CPS"); M. Registrable Option to Purchaser against the 2096 Properties (the "OTP"); and N. Such further documentation considered necessary by the Lender(s)'s solicitors, whether prior or subsequent to advancing funds, to preserve efficacy and ranking of the Lender(s)'s security.
Additional Terms:	A. Provided that the Borrower(s) have been in compliance with all terms of this Commitment Letter, upon full repayment of the Loan and all interest incurred thereunder on or before the Maturity Date, the CPS shall be rendered null and void, and the Lender(s) shall sign off on a the corresponding discharges for the OTP, provided however, that the discharge shall be prepared by the Borrower(s)' solicitor at the Borrower(s) costs, and the Borrower(s) are responsible for all reasonable costs and legal fees incurred by the Lender(s) in connection to rendering the CPS null and void, as well as examining and attending to the signing of the discharges for the OTP. B. Notwithstanding the terms as set out under the OTP, the Lender(s) agree to not exercise its rights under the OTP unless an Event of Default has occurred or that the Loan or any

	portions of the interest accrued therein has not been fully repaid by the Maturity Date. C. Notwithstanding any other terms of this Commitment Letter, the loan proceeds advanceable to the Borrower(s) shall be distributed as follows: a. Full payment and discharge of debts owing by LIGHTSTONE DEVELOPMENT LTD., and 1076255 B.C. LTD. to Fan Yu; b. Full payment and discharge of debts owing by LIGHTSTONE DEVELOPMENT LTD., and 1076255 B.C. LTD. to 686912366 INVESTMENT LTD.; c. $600,000 to the Borrower(s); and d. Balance towards partial payment of debts owing by LIGHTSTONE DEVELOPMENT LTD., and 1076255 B.C. LTD. to Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung
Due on Sale:	Should the Borrower(s) directly or indirectly sell, convey, transfer, further encumber or dispose of the Property or of any interest therein, or agree so to do, without the written consent of the Lender(s) in its absolute discretion being first obtained, then the Lender(s) shall have the right, at its option, to declare forthwith due and payable the entire balance of the unpaid principal of the loan with accrued and unpaid interest due therein. The decision to accelerate the Loan shall be at the sole option of the Lender(s). The consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.
Subsequent Financing:	The Borrower(s) covenants and agrees that it shall not, without the prior written consent of the Lender(s), execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therein which is intended to rank subordinate to any of the Security Documents, failing which, at the option of the Lender(s), the Loan shall immediately become due and payable.
Survival of Commitment:	The terms, conditions, representations and warranties expressed herein shall form part of the commitment upon approval and shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender(s), the Borrower(s) and the Covenantor(s), if any, and shall enure to the benefit of the successors and assigns of the Lender(s), the Borrower(s), and the Covenantor(s). In the event of any conflict between the Commitment and the Security Documents, to the extent only of the conflict, the Lender(s) shall elect which provisions apply.

Material Change:	It is a condition for disbursement of funds that in the Lender(s)' opinion the financial position of the Borrower(s) and the Covenantor(s), and the Property given as security, and the Borrower(s)' and the Covenantor(s)' representations and warranties, shall not have suffered an adverse change, nor shall there be any action, suits, or pending proceedings of which the Borrower(s) or the Covenantor(s) has knowledge; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged property or the financial position of the Borrower(s) or the Covenantor(s).
Representations and Warranties:	The Borrower(s) and the Covenantor(s) jointly and severally makes the following representations and warranties: ▪ Except as otherwise disclosed to the Lender(s) in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Commitment Letter and any agreement executed in connection with the Loan or any Security Documents to which it is a party; ▪ All factual information that has been provided to Lender(s) for purposes of or in connection with this Commitment Letter or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified; ▪ There is no material litigation pending against the Borrower(s) or the Covenantor(s). ▪ There is no material litigation, to the Borrower(s)' and the Covanantor(s)' knowledge, threatened against or affecting the Borrower(s) or the Covenantor(s); ▪ Borrower(s) has good and marketable title to the Property; and ▪ Borrower(s) and the Covenantor(s) are not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which Borrower(s) or the Covenantor(s) is a party. Each of the foregoing representations and warranties of the Borrower(s) and the Covenantor(s), in addition to any representation or warranty provided in any document executed in connection with the Loan or any Security, shall be true and correct on the date of this Commitment Letter and on the date of any Advance hereunder. The above representations and warranties shall survive the advance of funds under the Loan, and any breach thereof shall be a default under the Loan.

Initials: _____ _____ _____ _____

Positive Covenants:	A. The Borrower(s) shall pay all property taxes and levies against the Property as same come due. In the event of non-payment of property taxes by the Borrower(s) during the term of the Loan, the Borrower(s) shall also pay to the Lender(s), on the first day of each month, an amount estimated by the Lender(s) to one-twelfth of the annual taxes of the Property. Until there is a default hereunder, the Borrower(s) shall from time to time make payments to the taxing authority when taxes are due. Where the Lender(s) has made tax payments in excess of those collected, such excess amount shall be payable on demand and shall be secured by the mortgage and bear interest at the interest rate under the mortgage. After default the Lender(s) may, at its option, pay taxes with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender(s) reserves the right to adjust, from time to time, the estimated monthly property tax amount payable, based on taxes actually levied against the Property. B. If the Property is stratified, the Borrower(s) shall pay all strata fees and levies (collectively, the "**Strata Charges**") charged against the Property as same come due. In the event of non-payment of Strata Charges by the Borrower(s) during the term of the Loan, the Lender(s) may, at its option, pay the Strata Charges with respect to the Property and such payments will be added to the principal balance of the Mortgage. C. If the Property is zoned as a residential property, the Borrower(s) shall file the relevant returns as prescribed under the *Speculation and Vacancy Tax Act* (the "**SVTA**") and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the SVTA, the Borrower(s) shall immediately pay any taxes applicable under the SVTA when due. The Lender may, at its option, pay any overdue or outstanding taxes under the SVTA with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property: (a) filing of the relevant returns under the SVTA; (b) exemption to the taxes under the SVTA; or (c) payment of the taxes due under the SVTA. D. If the Property is zoned as a residential property and is situated in the City of Vancouver, the Borrower(s) shall file the relevant returns as prescribed under the *Vacancy Tax (Empty Homes Tax) By-law 11674* (the "**EHTB**") and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the EHTB, the Borrower(s) shall immediately pay any taxes applicable under the EHTB when due. The Lender may, at its option, pay any overdue or outstanding taxes under the EHTB with respect to the

	Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property: (a) filing of the relevant returns under the EHTB; (b) exemption to the taxes under the EHTB; or (c) payment of the taxes due under the EHTB. E. If the Property is zoned as a residential property, and the Borrower(s) is not an "excluded owner" under the definition of the *Underused Housing Tax Act* (the "**UHTA**"), the Borrower(s) shall file the relevant returns as prescribed under the UHTA and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the UHTA, the Borrower(s) shall immediately pay any taxes applicable under the UHTA when due. The Lender may, at its option, pay any overdue or outstanding taxes under the UHTA with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property: (a) filing of the relevant returns under the UHTA; (b) exemption to the taxes under the UHTA; or (c) payment of the taxes due under the UHTA. F. The Borrower(s) shall maintain Insurance on the Property to the full extent possible at all times while any amount of the Loan is outstanding. G. If the Property is held under a bare trust arrangement, the Borrower(s) and the Covanantor(s) jointly and severally covenant to file any relevant tax filings as required by the relevant governing authorities, including without limitation, T3 in relation to the bare trust, as applicable.
Negative Covenants:	A. The Borrower(s) agrees that it shall not make any arrangement or agreement with the taxing authority to defer payment of any property taxes assessed in respect of the Property. B. The Borrower(s) covenants and agrees that it shall not execute or deliver any further mortgage, charge, lien, or other encumbrance of the Properties and/or any personal property associated therein, failing which, at the option of the Lender(s), the Loan shall immediately become due and payable. C. The Borrower(s) shall not make any amendment to the existing improvements, and the existing or proposed zoning by-laws affecting the Property, without the prior written consent of the Lender(s) in its sole discretion.

Events of Default:	Each of the following shall constitute an Event of Default in respect of the Loan and this Commitment Letter: ▪ Failure to pay any interest, principal, fees or other amounts due in connection with this Commitment Letter or any Security Documents; ▪ A default on any obligation under any encumbrance registered against the Property; ▪ Breach by the Borrower(s) or the Covenantor(s) any covenant or agreement under or in connection with this Commitment Letter or any of the Security Documents; ▪ The occurrence of an event of default under any Security Documents; ▪ Inaccurate or false representations or warranties made by the Borrower(s) or the Covenantor(s) under or in connection with this Commitment Letter; ▪ This Commitment Letter or any document executed in connection therewith or in connection with the Loan or the Security is repudiated by the Borrower(s) or is no longer in force and effect; ▪ The Borrower(s) or the Covenantor(s) (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation; ▪ A material adverse change occurs in the financial condition, business, property or prospects of the Borrower(s) or the Covenantor(s), as determined by the Lender(s); and ▪ Change of ownership of the Property without the Lender(s)'s prior written consent. The foregoing Events of Default shall not in any way affect the right of the Lender(s) to make demand for payment at any time under any loan that is stated to be a demand loan. Upon the occurrence of any Event of Default, (i) the Lender(s) may accelerate the payment of principal and interest under, and cancel any undrawn portion of the Loan, (ii) the ability of the Borrower(s) to obtain further advances under this Commitment Letter shall immediately terminate, and (iii) Lender(s) may, by written notice to the Borrower(s),

	declare the advances outstanding under any Loan to be immediately due and payable. The rights of the Lender(s) on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Commitment Letter or any of the Security Documents to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary credit facility made available under this Commitment Letter. If Event of Default has occurred, or when the indebtedness hereby secured or any part thereof shall become due and remains unpaid, the Borrower(s) and Covenantor(s) shall jointly and severally fully indemnify, hold harmless, reimburse, and pay to the Lender(s) all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or be paid by the Lender(s) in enforcing the terms, covenants and conditions in this Commitment Letter, including without limitation, the costs incurred in obtaining legal advice regarding the enforcement of any terms as set herein or the Security Documents, sending any demand letters to the Borrower(s) or the Covenantor(s), filing any certificate of pending litigation against the Property, commencing any action, petition or proceedings against the Borrower(s) or the Covenantor(s), obtaining any court order against the Borrower(s) or the Covenantor(s), and any other actions or remedies available to the Lender(s) in law that the Lender(s) see fit in its sole discretion.
Litigation Indemnity:	If the Lender(s) without fault on its part, is made a party to any litigation commenced by or against the Borrower(s) or the Covenantor(s), then the Borrower(s) and the Covenantor(s) will, on a joint and several basis, protect, indemnify and hold the Lender(s) harmless and will promptly pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred or paid by the Lender(s) in connection with such litigation upon demand.
Property Indemnity:	The Borrower(s) and the Covenantor(s) shall indemnify and hold harmless the Lender(s) from and against all claims, injury, damage, loss and liability of any and every kind to any persons or property (unless caused by the gross negligence or wilful misconduct of the Lender(s)) by reason of (i) any construction work undertaken at the Property by any person or entity; (ii) the operation or maintenance of the Property; or (iii) any other action or inaction by, or matter which is the responsibility the Borrower(s).
General Terms and Conditions:	A. **Assignment and Syndication** - this Commitment Letter and the Security Documents may not be assigned or transferred by the Borrower(s) or the Covenantor(s). The Lender(s) may participate in, syndicate or assign the Loan at its discretion. B. **Enurement** - The terms, conditions, representations and warranties expressed herein shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the

Q. **Payments on Business Day** - Whenever any payment or performance under this Commitment Letter and the Security Documents would otherwise be due on a day other than a day on which chartered banks are open for business in Vancouver except for Saturday and Sunday and any statutory holidays in British Columbia (each, a "**Business Day**"), such payment shall be made on the following Business Day, unless the following Business Day is in a different calendar month or would fall after the Maturity Date, in which case the payment shall be made on the preceding Business Day.

R. **Counterparts** - This Commitment Letter may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Commitment Letter is as effective as delivery of an originally executed counterpart of this Commitment Letter. Any party delivering an executed counterpart of this Commitment Letter by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart of this Commitment Letter, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Commitment Letter.

1076255 B.C. LTD.

Per: _____ C/S
Authorized Signatory Xiao Song Zheng

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Authorized Signatory Xiao Song Zheng

1218548 B.C. LTD.

Per: _____ C/S
Authorized Signatory Xiao Song Zheng

_____ SEAL
Marisa Yan Wang

_____ SEAL
Xiao Song Zheng

	_____ SEAL **Bei Chen** _____ SEAL **Qing Su** _____ SEAL **Jide Liu**

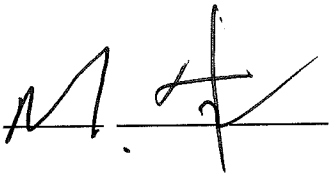
Initials: _____

Schedule A

Table of Interest Rate Equivalents

The interest rate payable under the Loan is calculated monthly not in advance. The interest rates set out in Column B are effective annual interest rates calculated half yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance, set out in Column A.

Column A	Column B	Column A	Column B	Column A	Column B
5.00%	5.052%	11.75%	12.041%	18.50%	19.228%
5.25%	5.308%	12.00%	12.304%	18.75%	19.498%
5.50%	5.563%	12.25%	12.567%	19.00%	19.768%
5.75%	5.819%	12.50%	12.830%	19.25%	20.039%
6.00%	6.076%	12.75%	13.094%	19.50%	20.310%
6.25%	6.332%	13.00%	13.357%	19.75%	20.581%
6.50%	6.589%	13.25%	13.621%	20.00%	20.852%
6.75%	6.846%	13.50%	13.885%	20.25%	21.124%
7.00%	7.103%	13.75%	14.150%	20.50%	21.396%
7.25%	7.360%	14.00%	14.415%	20.75%	21.668%
7.50%	7.618%	14.25%	14.680%	21.00%	21.940%
7.75%	7.876%	14.50%	14.945%	21.25%	22.213%
8.00%	8.135%	14.75%	15.211%	21.50%	22.486%
8.25%	8.393%	15.00%	15.477%	21.75%	22.760%
8.50%	8.652%	15.25%	15.743%	22.00%	23.033%
8.75%	8.911%	15.50%	16.009%	22.25%	23.307%
9.00%	9.170%	15.75%	16.276%	22.50%	23.581%
9.25%	9.430%	16.00%	16.543%	22.75%	23.856%
9.50%	9.690%	16.25%	16.810%	23.00%	24.131%
9.75%	9.950%	16.50%	17.078%	23.25%	24.406%
10.00%	10.211%	16.75%	17.345%	23.50%	24.681%
10.25%	10.471%	17.00%	17.614%	23.75%	24.957%
10.50%	10.732%	17.25%	17.882%	24.00%	25.232%
10.75%	10.994%	17.50%	18.151%	24.25%	25.509%
11.00%	11.255%	17.75%	18.419%	24.50%	25.785%
11.25%	11.517%	18.00%	18.689%	24.75%	26.062%
11.50%	11.779%	18.25%	18.958%	25.00%	26.339%

Initials:  _____ _____ _____

File No. 79296 October 6, 2023

DELIVERED BY EMAIL AND ORIGINAL BY COURIER

Trivium Law
Barristers and Solicitors
260 – 4320 Viking Way
Richmond, BC
V6V 2L4

Attention: Steven Liu

Dear Sir,

Re:	**Lenders:**	**Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "Lenders")**
	Loan Amount:	**$3,500,000.00 (the "Loan")**
	Borrowers:	**Lightstone Development Ltd. (the "Borrower")**
	Guarantors:	**1218548 B.C. Ltd. and Xiao Song Zheng (collectively, the "Guarantors")**
	Properties:	**2096 West 47th Avenue, Vancouver BC, PID: 031-145-884 (the "Property")**

Further to your letter dated September 25, 2023, we return you herewith the following document duly executed, for your attention:

1. Agreement of Purchase and Sale;
2. Share Pledge Agreement;
3. Form B Mortgage;
4. Beneficial Mortgage and Direction to Charge;
5. Commitment Letter;
6. Promissory Note;
7. Interest Reserve Agreement;
8. Bring Down Certificate;
9. Environmental Indemnity Agreement;
10. Authorization to Amend or Complete;
11. General Security Agreement;
12. Assignment of Insurance;
13. Undertaking to Not Take Further Financing;
14. Acknowledgment of Receipt of Prescribed Mortgage Terms;
15. Statutory Declaration;

16. Resolutions and Certified Copy of the Resolutions for LIGHTSTONE DEVELOPMENT LTD.;
17. Officer's Certificate for LIGHTSTONE DEVELOPMENT LTD.;
18. Direction to Pay;
19. Receipt;
20. Client Identification Certification;
21. Certificate of Legal Advice for Xiao Song Zheng;
22. Guarantee and Postponement of Claim;
23. General Security Agreement;
24. Officer's Certificate for 1218548 B.C. LTD.;
25. Officer's Certificate for 1076255 B.C. LTD.;
26. Resolutions and Certified Copy of the Resolutions for 1218548 B.C. LTD.;
27. Resolutions and Certified Copy of the Resolutions for 1076255 B.C. LTD.;

We also enclose herein the following:

1. Copy of the valid and subsisting bare trust agreement between the Nominee and the Borrower;
2. Solicitor certified true copies of the constating documents and register of directors and central securities register of the Nominee;
3. Solicitor certified true copies of the constating documents and register of directors and central securities register of the Borrower;
4. Solicitor certified true copies of the constating documents and register of directors and central securities register of the Corporate Guarantor(s);

We accept your undertakings contained in your letter dated September 25, 2023 directed to us.

We trust you will find the foregoing in order. Should you have any questions please do not hesitate to contact the writer, or her assistant, Ms. Kathleen Lu.

Yours truly,

CHEN & LEUNG

Per:
David B.C. Chong
PL/DBC/kl
Encls.

CHEN&LEUNG
barristers solicitors

Airport Square, Unit 1530 - 1200 West 73rd Ave., Vancouver, B.C. V6P 6G5
Tel: (604) 264-8331 / Fax: (604) 264-8387
www.cllawyers.ca

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date:	September 25, 2023	
Vendor:	**1076255 B.C. Ltd.** and Lightstone Development Ltd. #1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5	Tel: 604-716-1989
Purchaser:	Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung	Tel: Email: sliu@triviumlaw.com
	The Purchaser certifies to the Vendor that they are not non-residents of Canada under the *Income Tax Act* (Canada).	
Property:	Strata Lots 6, 7 and 8 (together, the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**"), which Development will form part of a larger mixed-use development constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**"). The Property is anticipated to have an approximate area of: 518.5 m^2 as shown on the Preliminary Strata Plan (as hereinafter defined).	
Proposed Use:	General Office or Retail Use	
Purchase Price:	$3,500,000. The Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 14 hereof).	
Parking:	The Purchase Price includes the right to use 14 parking stall(s), 0 bicycle locker(s), and 0 storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).	
Preliminary Form of Information Summary	The Purchaser hereby acknowledges and agrees that the Information Summary provided to the Purchaser is in a preliminary form and may be updated from time to time. Certain updates to the Information Summary may be significant, and may include, but not limited to, stratifying the parking stalls, updating interim budgets or unit entitlements.	

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Purchaser acknowledges that it is purchasing a strata lot which is to be constructed or is presently under construction by the Vendor. The Property is shown and described generally on the Preliminary Strata Plan (as hereinafter defined) and Base Building Specifications, respectively, copies of which have been

included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein, it being acknowledged by the parties hereto that the Property will have the final configuration and area as shown on the Final Strata Plan and Final Building Survey as those terms are defined in Section 6 hereof.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this **"Agreement"**.

For the purposes of this Agreement:

(a) **"Business Day"** means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) **"Information Summary"** means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Preliminary Strata Plan for the Development and a copy of the Proposed Bylaws for the Development which the Vendor intends to cause to be filed in the Land Title Office with respect to the Development;

(c) "**Land Title Office**" means the New Westminster Land Title Office;

(d) **"Permitted Encumbrances"** means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) "**Vendor's Financial Charges**" means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

The Purchaser acknowledges that the Purchaser will be provided with a copy of the Information Summary for the Development, including all amendments thereto up to and including the date hereof within five (5) Business Days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to $3,500,000 (the "**Deposit**") by way of deposit to be paid by the Purchaser or the Purchaser's solicitor, Trivium Law, to Chen & Leung in trust for the Vendor by way of certified cheque, bank draft or solicitor's trust cheque; plus

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 13, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Purchaser acknowledges and agrees that there is no deposit protection insurance applicable to any Deposits paid pursuant to the terms of the Offer.

The Deposit will be dealt with as follows:

(c) subject only to subsections 2(d) to 2(g), the Deposit shall not be released to the Vendor or used by the Vendor in any way except with the explicit written consent of the Purchaser;

(d) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price;

(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor to the Purchaser if the Purchaser's Rescission Notice is delivered to the Vendor within the applicable time limited therefor pursuant to section 4 hereof;

(f) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if:

(i) this Agreement is terminated in accordance with Section 3 hereof; or

(ii) this Agreement is not terminated in accordance with Section 3 hereof, and the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(g) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

3. COMPLETION

The completion of the purchase and sale of the Property will take place on that date (the "**Completion Date**") specified in a written notice (the "**Notice**") from the Vendor to the Purchaser to be delivered to the Purchaser no later than that date which is between two (2) and thirty (30) days after the later of (i) the date that title to the Property is issued by the Land Title Office, and (ii) the date that the construction of the improvements forming part of the Property are substantially completed as confirmed by the architect or engineer retained by the Vendor in connection with the Development (the "**Vendor's Consultant**"). The Completion Date specified in the Notice will be a minimum of fifteen (15) Business Days (or as otherwise may be agreed between the parties) and no more than thirty (30) days from the date of delivery of the Notice. The Notice delivered from the Vendor to the Purchaser may be based on the Vendor's estimate as to when title to the Property will be issued by the Land Title Office and/or when the construction of the improvements forming part of the Property will be substantially completed as confirmed by the Vendor's Consultant. If on the Completion Date so established title to the Property has not been issued by the Land Title Office or the construction of the improvements forming part of the Property are not substantially completed as confirmed by the Vendor's Consultant, then the Vendor may delay the Completion Date for up to thirty (30) days from time to time as required by notice of such delay to the Purchaser. If the Completion Date has not occurred by the Outside Date (as defined below), then either of the Vendor or the Purchaser, may at its option, exercisable by written notice from such party to the other, terminate

this Agreement and upon such termination, the Deposit will be returned by the Vendor to the Purchaser, and the Vendor and the Purchaser will be released from all of their obligations hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser delivered at any time prior to the then current Outside Date, in addition to any extension pursuant to Subsection 3(a) above and whether or not any delay described in Subsection 3(a) above has occurred, elect to extend the Outside Date for an aggregate period of an additional one hundred and eighty (180) days.

For the purposes of this Section 3, "**Outside Date**" means February 28, 2025 as such date may be extended by the terms and conditions contained herein.

If the Completion Date or the Outside Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date or the Outside Date, as the case may be, will be the next following Business Day.

4. PURCHASER'S RESCISSION RIGHT

This Agreement may be rescinded by the Purchaser by written notice to the Vendor within seven (7) days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser (the "**Purchaser's Rescission Notice**"). If the Purchaser delivers the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be null and void and neither party will have any further legal obligations to the other thereafter under this Agreement, and the First Deposit will be forthwith repaid to the Purchaser, together with accrued interest, if any. If the Purchaser fails to deliver the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be firm and binding and the Purchaser will have no further rescission rights.

5. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 13 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 13 hereof following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(b) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 13 hereof. If a separate

assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

6. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the preliminary strata plan (the "**Preliminary Strata Plan**") included in the Information Summary. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan, and that the actual size, dimensions and/or configuration of the strata lots and/or other limited common property and/or common property as set forth in the final strata plan (the "**Final Strata Plan**") and/or final building survey (the "**Final Building Survey**") for the Development may vary from what is depicted on the Preliminary Strata Plan and/or set out in the Information Summary, including the Base Building Specifications;

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Preliminary Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any

marketing materials and the Final Strata Plan and the Final Building Survey, the Final Strata Plan and Final Building Survey will prevail,

provided that if the Property as shown on the Final Strata Plan is more than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced or increased, as applicable, by an amount equal to the number of percent by which the Property is more than 5% smaller or larger, as applicable, multiplied by the Purchase Price, and neither of the parties hereto will have any other claim against the other in respect of such reduction or increase in the size of the Property. For clarity, if the Property as shown on the Final Strata Plan is less than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then neither party hereto will have any claim against the other in respect of same.

Notwithstanding the foregoing but subject to any adjustment of the Purchase Price as aforesaid, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 7), and the construction of the Property to the Base Building Specifications.

7. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 7(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 7, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the

Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

8. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 7, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to Clark Wilson LLP, in trust (the "**Vendor's Solicitors**") on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia), with interest thereon, if any, credited to the Vendor. The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback plus accrued interest less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

10. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 13 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 6, on the Completion Date, neither the Vendor nor the Strata Corporation created by the deposit of the Final Strata Plan will have any then-present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities, or similar services in connection with the initial construction of the Development.

11. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) concurrently with the application of the Vendor to file the Final Strata Plan in the Land Title Office, the Vendor will make application to file in the Land Title Office a notice of different bylaws pursuant to Sections 221 and 222 of the *Strata Property Act* which will be substantially in the form included in the Information Summary;

(b) upon registration of the Final Strata Plan, the Vendor will cause the Strata Corporation formed thereby to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) on the Completion Date, the Development will be zoned as a C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 12) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the "**Act**") does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

12. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the "**Proposed Use**". The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

13. COMPLETION

At least three **(3) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 5 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time

after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

14. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

15. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 15(a)at any time after extending the Completion Date pursuant to Subsection 15(b) if the Purchaser fails to complete on or before such extended date. Should any extension of the Completion Date pursuant to Subsection 15(b) result in the Completion Date extending beyond the Outside Date, the Outside Date will be deemed to be extended to the next Business Day following the Completion Date.

16. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

17. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement may be assigned to any other entities (a) with the written consent of the Vendor, or (b) any affiliated entities of the Purchaser without the consent of the Vendor, provided that:

(i) the Purchaser provides the Vendor with notice of such assignment and evidence to satisfy the Vendor that the assignee is affiliated entity of the Purchaser;

(ii) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(iii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement.

For the purpose of this section, an affiliated entity shall have the same meaning as an "affiliate" under the *Business Corporation Act.*

18. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

19. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

20. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

21. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

22. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

23. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

24. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

25. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

26. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

27. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on October 15, 2023, after which time if not accepted, this Offer will become null and void.

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED: _____, 2023.

PURCHASER:

_____	_____
Lei Bun Leung	Witness
_____	_____
Xiao Lian Zhang	Witness
_____	_____
Johnson Rui Leung	Witness
_____	_____
Jon Kit Leung	Witness
_____	_____
Karen Leung	Witness

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED October 6, 2023.

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.** (collectively, the "**Developer**")

RE: Proposed purchase of Strata Lots 6, 7 and 8 (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**") constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Potential Purchaser for the Property, and hereby gives written notice to the Potential Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;
2. the rights and protections of the Act are not available to the Potential Purchaser; and
3. the Developer is not required to provide to the Potential Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the 6th day of October, 2023.

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

SHARE PLEDGE AGREEMENT

THIS AGREEMENT dated as of the 6th day of October, 2023.

BETWEEN:

Lei Bun Leung
Xiao Lian Zhang
Johnson Rui Leung
Jon Kit Leung
Karen Leung

(collectively hereinafter referred to as the "Creditor")

OF THE FIRST PART

AND:

1218548 B.C. LTD.

(hereinafter referred to as the "Pledgor")

OF THE SECOND PART

WHEREAS the Pledgor is the registered and beneficial owner of the shares set out more particularly in Schedule "A" hereto;

AND WHEREAS pursuant to a Commitment Letter dated for reference September 25, 2023 (as same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Loan Agreement") issued by the Creditor in favour of LIGHTSTONE DEVELOPMENT LTD., a related party to the Pledgor, the Creditor requires that the Pledgor pledge the Pledged Shares on the terms and conditions hereinafter set forth as a condition of entering into certain credit facilities with the Pledgor;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the respective covenants and agreements of the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties) the parties covenant and agree as follows:

ARTICLE ONE
INTERPRETATION

Section 1.01 Headings and References: Section and article headings are not to be part of this Agreement and are included solely for convenience of reference. References herein to Sections, Articles, paragraphs and Schedules are references to Sections, Articles, paragraphs and Schedules of this Agreement.

Section 1.02 Definitions: The following terms shall have the specific meanings set forth below (such definitions to be equally applicable to the singular and the plural thereof):

(a) "**Agreement**" means this agreement as the same may from time to time be amended, modified, supplemented, restated or replaced;

(b) **"Business Day"** means any day, other than a Saturday or Sunday, on which the Creditor is open for business in Vancouver, British Columbia;

(c) "**Collateral**" means, collectively, the Pledged Shares, the Derived Rights and the Proceeds together with all books, accounts, invoices, letters, papers, documents, disks and other records in any form, electronic or otherwise, evidencing or relating thereto;

(d) "**Derived Rights**" means any and all right, title, claim, benefit and interest of the Pledgor in the Pledged Shares both now and in the future, including, without limitation, all rights and claims of the Pledgor against the any Issuer, all securities issued by any Issuer to the Pledgor due to any subdivision of the Pledged Shares or any reorganization or amalgamation of any Issuer, all securities issued to replace or substitute or in exchange for the Pledged Shares, all proceeds of the Pledged Shares, any and all proceeds of any of the foregoing and all accretions thereof;

(e) "**Event of Default**" means the occurrence of any event constituting a "default" or an "event of default" pursuant to the Loan Agreement or any security or other documentation entered into under or in connection therewith;

(f) "**Issuer**" means each Person identified under the heading "Issuer" on Schedule "A" hereto;

(g) "**Obligations**" means all liabilities and obligations now or at any time and from time to time hereafter owing or payable by the Pledgor to the Creditor;

(h) "**Person**" means any individual, corporation, company, partnership, unincorporated association, trust, joint venture, governmental body or any other legal entity whatsoever;

(i) "**Pledged Shares**" means all of the shares listed in Schedule "A" hereto, as such shares may be replaced, supplemented or exchanged from time to time; and

(j) "**Proceeds**" means all present and future property in any form derived directly or indirectly from any dealings with the Pledged Shares and the Derived Rights including, without limitation, any dividends, any interest on the proceeds therefrom and any property that indemnifies or compensates for property destroyed, damaged, cancelled, redeemed or expropriated.

ARTICLE TWO
GRANT OF SECURITY

Section 2.01 Grant of Security: As general and continuing collateral security for the due payment and performance of the Obligations, the Pledgor hereby deposits with, assigns, pledges and hypothecates to the Creditor and grants to the Creditor a first security interest in the Collateral as follows:

(a) as and by way of a pledge, hypothecation, charge and security interest, in all of the Pledged Shares; and

(b) as and by way of an absolute assignment and security interest, in all of the Derived Rights and Proceeds.

Section 2.02 Delivery of Share Certificates et al: In accordance with the pledge and assignment of the Collateral hereunder, the Pledgor shall deliver, or cause to be delivered, to the Creditor, contemporaneously with execution and delivery of this Agreement or thereafter, as applicable, the following:

(a) certificates representing the Pledged Shares duly registered in the name of the Pledgor and endorsed in blank for transfer;

(b) an undated irrevocable stock transfer power of attorney similar in form and content to the form annexed hereto as Schedule "B" duly executed by the Pledgor; and

(c) a true copy of a resolution of the board of directors of each Issuer substantially in the form annexed hereto as Schedule "C" authorizing and consenting to the pledge and transfer of the Collateral from the Pledgor to the Creditor and any future sale or disposition of the Collateral in accordance herewith and certified to be an accurate and complete copy of the original thereof by its responsible officers.

The Pledgor will ensure that, at the request of the Creditor, all Pledged Shares are registered in the name of the Creditor or the Creditor's nominee, that the certificates representing the Pledged Shares will be forthwith delivered to and remain in the custody of the Creditor or its nominee and that all certificates, instruments or other documents representing or evidencing any Pledged Shares required or issued subsequent to the date hereof will be registered in the name of the Creditor or its nominee and will forthwith after issuance be delivered to, and remain in the custody of, the Creditor or its nominee.

Section 2.03 Security Purposes of Pledge: It is expressly agreed by the parties that the assignment, pledge and hypothecation of the Collateral provided herein is intended solely for security purposes. Upon full and final repayment, satisfaction and release of all of the Obligations, the Creditor shall, at the request and cost of the Pledgor, deliver any and all certificates representing or evidencing the Collateral to the Pledgor. Accordingly, unless there shall have occurred an Event of Default, all dividends and other distributions on the Pledged Shares shall accrue to the benefit of the Pledgor. If after the occurrence of an Event of Default which is continuing, any such permitted dividend or distribution is not properly payable to the Pledgor pursuant to this Agreement but is nonetheless made payable to and received by the Pledgor the Pledgor shall hold it in trust for the Creditor and forthwith forward any such amount received to the Creditor.

ARTICLE THREE
REPRESENTATIONS AND WARRANTIES OF THE PLEDGOR

Section 3.01 Representations, Warranties of the Pledgor: The Pledgor represents and warrants to and in favour of the Creditor that:

(a) the Pledged Shares are duly and validly issued, fully paid and non-assessable and have been duly and validly pledged hereunder in accordance with law, and the Pledgor warrants and covenants to defend the Creditor's right, security interest and property in and to the Pledged Shares against the claims and demands of all persons whomsoever;

(b) the Pledgor is the exclusive legal and beneficial owner of, and has good title to, all of the Pledged Shares free and clear of all claims, liens, security interests and other encumbrances (except for the security interests created hereby), and the Pledgor has the unfettered legal right to pledge and assign the Pledged Shares in accordance with the terms and conditions hereof;

(c) no Person has any right to acquire any of the Pledged Shares;

(d) all of the foregoing representations, warranties and agreements made herein shall survive the execution and delivery of this Agreement and shall be deemed to be continuously made hereunder until the full and final repayment and satisfaction of all of the Obligations;

(e) as of the date hereof the Pledged Shares are all of the shares in each Issuer owned by the Pledgor or in which the Pledgor has an interest; and

(f) all necessary corporate acts and proceedings which are required to authorize the pledge and transfer of the Collateral from the Pledgor to the Creditor as provided for herein and any future sale or disposition of the Collateral in accordance herewith have been duly taken by each Issuer.

ARTICLE FOUR
RIGHTS AND OBLIGATIONS OF THE PLEDGOR

Section 4.01 Covenants of the Pledgor: The Pledgor covenants in favour of the Creditor that:

(a) Pledgor will from time to time and at all times punctually perform, fulfill and satisfy and cause to be performed, fulfilled and satisfied all of the covenants, obligations and conditions to be performed, fulfilled or satisfied by it under any agreement upon or under which the Pledged Shares or any part thereof was acquired or is held including, without limitation, any shareholders agreements, and under any agreement delivered by the Pledgor to the Creditor;

(b) the Pledgor will not create, grant, assume or otherwise permit to exist any assignment, execution, mortgage, charge, hypothec, pledge, lien, security interest or other encumbrance upon the Collateral or any part thereof or the Pledgor's interest therein;

(c) the Pledgor will not transfer, convey, sell, assign or otherwise deal with or part with possession of the Pledged Shares or any part thereof (except to the Creditor) or do or permit to be done any act that would prevent or hinder the Creditor from so doing; and

(d) the Pledgor will not, without the prior written consent of the Creditor, alter or amend in any manner any agreements among the shareholders of any Issuer.

Section 4.02 Voting and Dividends: Unless and until there shall have occurred an Event of Default, the Creditor hereby:

(a) permits the Pledgor to vote the Pledged Shares and other securities comprising the Collateral; and

(b) directs and agrees that any and all dividends and other distributions issued or paid on or in respect of the Collateral shall be issued or made payable to the Pledgor.

ARTICLE FIVE
RIGHTS AND OBLIGATIONS ON DEFAULT

Section 5.01 Registration and Voting of Pledged Shares After Default: Upon the occurrence of an Event of Default, without notice or demand by the Creditor (except as may be required by applicable law), the Creditor may have the Pledged Shares registered in its name or in the name of its nominee and exercise, through such nominee or otherwise any and all voting powers with respect to the Pledged Shares and the Creditor shall be entitled to receive all dividends and distributions thereafter paid on the Pledged Shares. The Creditor is hereby appointed, effective upon the occurrence of an Event of Default which is continuing, the irrevocable attorney of the Pledgor with full power of substitution from time to time to endorse and/or transfer the Pledged Shares to itself or the Creditor's nominee and, contemporaneously with formal declaration of default as aforesaid. The Creditor, and/or the Creditor's nominee are hereby empowered following an Event of Default to exercise all rights and powers and to perform all acts of ownership in respect of the Pledged Shares to the same extent as the Pledgor might do. This power of attorney, being a power coupled with an interest, shall not be revoked or terminated by any act or thing other than the release of this Agreement. The Pledgor hereby ratifies all that the Creditor or the Creditor's nominee, as the case may be, shall do by virtue of the foregoing authority and in accordance with law.

Section 5.02 Remedies on Triggering Event: Following the occurrence of an Event of Default, the Creditor may, in its discretion, without notice or demand by the Creditor (except as may be required by applicable law), at any time and from time to time:

(a) declare the Obligations immediately due and payable in full and take steps to sue for payment of the Obligations;

(b) take any steps it deems necessary or desirable to obtain possession or control of all or any part of the Collateral not already in its possession or control by any method permitted by law;

(c) sell, resell, assign or deliver all or any of the Pledged Shares in Canada or elsewhere, in one or more parcels, at the same or different times, and all right, title, interest, claim and demand therein and right of redemption thereof, at public or private sale, for cash, upon credit or for immediate or future delivery, and at such price or prices and on such terms as the Creditor may determine, the Pledgor hereby agreeing that upon any such sale any and all equity and right of redemption shall be automatically waived and released without any further action on the part of the Pledgor, and in connection therewith the Creditor may grant options, all without any demand, advertisement or notice, all of which are hereby expressly waived by the Pledgor;

(d) retain the Pledged Shares as continuing collateral security as provided herein and postpone the sale or any other disposition or dealing with the Pledged Shares or any part thereof for such period as may seem necessary or advisable to the Creditor in its absolute discretion;

(e) accept the Collateral in satisfaction of the Obligations or may from time to time designate any part of the Obligations to be satisfied by the acceptance of particular Collateral in which case only the designated part of the Obligations shall be satisfied by the acceptance of the particular Collateral; and

(f) complete any blank spaces to be found in any forms of transfer or powers of attorney to transfer the Pledged Shares with such names and other information and in such manner as the Creditor may determine in its absolute discretion, and to deliver any such forms of transfer or powers of attorney forms to any Issuer in order to have the Pledged Shares registered in the name of the Creditor or any purchaser thereof.

The proceeds of any sale or disposition provided for above shall be applied to the payment of all reasonable costs and expenses of every kind for sale or delivery, including reasonable agent's fees or legal fees (including legal fees on a solicitor and his own client basis) and expenses of the party entitled to sell the Pledged Shares, and after deducting such costs and expenses from the proceeds of the sale, any residue shall be applied in satisfaction of the Obligations in such order as the party entitled to sell the Pledged Shares may deem fit. The balance, if any, remaining after satisfaction of the Obligations shall be paid over to the Pledgor or to whomever else may be entitled thereto by law. Notwithstanding the foregoing provisions of this Section 5.02, the Creditor shall not in any event be under any duty to do any of the foregoing. Subject to applicable law, on any disposition, the Creditor shall have the right to purchase all or any part of the Collateral that is offered for disposition and the rights of the Pledgor in such Collateral shall be extinguished.

Section 5.03 Remedies Cumulative, etc.: The rights, powers and remedies of the Creditor hereunder shall not be deemed exclusive, but shall be cumulative with and in addition to all other rights and remedies existing at law or in equity and available to a secured creditor under the *Personal Property Security Act (British Columbia)* or any similar legislation of any other appropriate jurisdiction and the *Business Corporations Act (British Columbia)* or any similar legislation of any other appropriate jurisdiction. Notwithstanding the foregoing, the Creditor shall not be under any obligations to enforce its rights hereunder or under any other security or against any other party liable at any time and shall not be liable for any delay or failure to enforce any remedies available to it hereunder or to institute any proceedings for such purposes.

Section 5.04 Waivers and Other Agreements: The Creditor is hereby authorized by the Pledgor, without any liability on its part, in its sole discretion and without notice to or demand upon the Pledgor and without otherwise affecting the Pledgor's obligations hereunder, from time to time to take and hold other collateral granted by any Person (in addition to or other than the Collateral) for the satisfaction of the Obligations or any part thereof, and to exchange, enforce, release or fail to perfect such other collateral or any part thereof and to accept and hold any endorsement or guarantee of satisfaction of the Obligations or any part thereof and to release or substitute any endorser, guarantor, primary obligant, debtor, or any other person granting security for, or in any other way obligated in respect of the

Obligations or any part thereof. Nothing in this Section 5.04 shall require the Pledgor to grant a security interest in any property other than the Pledged Shares, the Derived Rights and Proceeds.

ARTICLE SIX
GENERAL

Section 6.01 Additional Security: The security in respect of Collateral provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Creditor in relation to the Obligations.

Section 6.02 Safekeeping: The Creditor shall not be obligated to keep any Collateral separate or identifiable or to take steps to preserve the rights relating to any Collateral against other persons. The Creditor shall have no duty with respect to any Collateral delivered to it other than to use the same degree of care in the safe custody of the Collateral delivered to it that it uses with respect to any similar property that it owns of similar value.

Section 6.03 Further Assurances; Immunities etc.: The Pledgor agrees, at the request of the Creditor and at the expense of the Pledgor, to do, file, record, make, execute and register all such acts, deeds, things, notices and instruments as may be necessary in the opinion of the Creditor and its counsel (acting reasonably), to vest more fully in and assure to the Creditor the security interests in the Collateral created hereby or intended to be so created, and the enforcement and full realization of the rights, remedies and powers of the Creditor hereunder relating to the Collateral. The Pledgor hereby irrevocably appoints the Creditor as its irrevocable attorney-in-fact to perform, in the name of the Pledgor as applicable, or otherwise, any and all acts, including, without limitation, the signing and filing of financing statements and amendments thereto, which the Creditor and its counsel may deem necessary to effect and continue perfection of the security interests created hereby or intended so to be or otherwise to preserve and protect the Pledged Shares and the security interests of the Creditor hereunder, but nothing herein or otherwise shall require the Creditor to take any such action. The duty of the Creditor with respect to the Collateral shall be confined to one of applying the same standard of care as it applies to its own property in the custody thereof so long as the Collateral is in the custody of the Creditor. Without limitation, and except as specifically provided for in this Agreement, the Creditor shall not have a duty to send any notices, perform any services, vote, pay, exercise any options or make any elections with respect to, or pay any taxes or charges associated with, or otherwise take any other action of any kind with respect to the Collateral. In addition, except as otherwise provided herein, the Creditor shall not have any obligation to take any steps, and the Pledgor shall in each case duly take all steps, necessary to perfect and otherwise preserve against all other parties (including without limitation other shareholders) the rights of the Pledgor and those of the Creditor in the Collateral and each and every one thereof.

Section 6.04 Expenses: The Pledgor will pay all reasonable costs of filing of any financing, continuation or termination statements with respect to the Collateral deemed by the Creditor and its counsel to be necessary or advisable (acting reasonably) in order to perfect or protect the liens and security interests hereby created or intended so to be and to release the same upon full and final repayment and satisfaction of all of the Obligations. The Pledgor agrees that the Collateral secures, in addition to the Obligations, and agrees to pay on demand, all reasonable expenses (including but not limited to reasonable agents' fees and legal fees including legal fees on a solicitor and his client basis and expenses), of, or incidental to, the custody, care, sale or realization of the Collateral or any of them or the enforcement or protection of the rights of the Creditor hereunder.

Section 6.05 Form of Securities: The certificates representing the Pledged Shares pledged hereunder shall be in form for good delivery and endorsed in blank for transfer.

Section 6.06 No Merger: The exercise of any and all remedies hereunder shall not operate by way of merger of the Obligations or any indebtedness or liability of any other Person or Persons to the Creditor and no judgment recovered by the Creditor shall operate by way of merger of or in any way affect the security of such Collateral provided for hereunder.

Section 6.07 Extensions: The Creditor may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Pledgor and any other parties,

or securities as the Creditor may see fit without prejudice to the liability of the Pledgor or the rights of the Creditor in respect of the Collateral.

Section 6.08 No Waiver: No failure or delay on the part of the Creditor in exercising any of its options, powers and rights, and no partial or single exercise thereof, shall constitute a waiver thereof or of any other option, power or right.

Section 6.09 No Responsibility for Loss: The Creditor is hereby released from all responsibility for any depreciation in or loss of value of the Pledged Shares, other than by reason of their wilful misconduct or gross negligence.

Section 6.10 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a "business agreement" as defined in the *Limitations Act* (Ontario), if such Act applies.

Section 6.11 Notices: Any notice or other communication which may be or is required to be given or made pursuant to this agreement shall be deemed to have been sufficiently and effectively given if in writing and signed by or on behalf of the party giving notice and sent by either personal service, or prepaid registered mail to the party to which it is intended at its or their address as follows:

(a) in the case of the Pledgor, addressed to it at:

2900 - 550 Burrard Street, Vancouver, BC V6C 0A3

Attention: Xiao Song Zheng

(b) in the case of the Creditor, addressed to the Creditor at:

2579 23rd Ave. E., Vancouver, BC V5R 1A3

Any notice or communication which may or is required to be given or made shall be made or given as herein provided or to such other address or in care of such other officer as a party may from time to time advise to the other parties hereto by notice in writing as aforesaid. The date of receipt of any such notice shall be the date of delivery of such notice if served personally or if by facsimile on the Business Day following the sending of the notice, and shall be deemed to be the third (3rd) business day next following the date of mailing, if mailed in Canada as aforesaid. If at the date of any such mailing or on or before the third business day thereafter there is a general interruption in the operation of the postal service in Canada which does or is likely to delay delivery by mail of such notice, such notice, to the extent possible, shall be served personally and in such circumstances, delivery by mail shall not be deemed to have been received until the third (3rd) business day following the restoration of the normal operation of the postal service.

Section 6.12 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby.

Section 6.13 Enurement; Assignment: This Agreement shall be binding upon and enure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Pledgor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Creditor. This Agreement may be assigned by the Creditor to any other person and, if so assigned, the assignee shall have and be entitled to exercise any and all discretions, rights and powers of the Creditor hereunder, and all references herein to the Creditor shall include such assignee. In any action brought by an assignee of this Agreement and the security interest or any part thereof to enforce any rights hereunder, the Pledgor shall not assert against the assignee any claim or defence which the Pledgor now has or hereafter may have against the Creditor.

Section 6.14 Severability: Any provision of this Agreement which is prohibited or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF the parties have executed this Agreement.

1218548 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

_____
Lei Bun Leung

_____
Xiao Lian Zhang

_____
Johnson Rui Leung

_____
Jon Kit Leung

_____
Karen Leung

SCHEDULE "A"

PARTICULARS OF PLEDGED SHARES

ISSUER	CERTIFICATE NO.	# AND CLASS OF SHARES
LIGHTSTONE DEVELOPMENT LTD.	18	15 Common Shares without Par Value

SCHEDULE "B"

Power of Attorney to transfer securities attached hereto.

POWER OF ATTORNEY

TO TRANSFER SECURITIES

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to:

Lei Bun Leung
Xiao Lian Zhang
Johnson Rui Leung
Jon Kit Leung
Karen Leung

having effect October 6, 2023 the following securities:

ISSUER	**CERTIFICATE NO.**	**# AND CLASS OF SHARES**
LIGHTSTONE DEVELOPMENT LTD.	18	15 Common Shares without Par Value

standing in the name of the undersigned, and hereby irrevocably appoints the attorney of the undersigned to transfer the said securities on the books of the said Issuer with full power of substitution.

DATED the 6th day of October, 2023.

1218548 B.C. LTD.
By its authorized signatory:

Name: Xiao Song Zheng

SCHEDULE "C"

Resolutions of the Directors of LIGHTSTONE DEVELOPMENT LTD. attached hereto.

RESOLUTION OF THE DIRECTORS OF
LIGHTSTONE DEVELOPMENT LTD.
(the "Corporation")

WHEREAS 1218548 B.C. LTD. (the "Pledgor") proposes to enter into an agreement (the "Pledge Agreement") with Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung and Karen Leung (collectively, the "Creditor") respecting 15 Common shares of the Corporation owned by the Pledgor (the "Pledged Shares").

THEREFORE BE IT RESOLVED THAT:

1. the transfer of the Pledged Shares by the Pledgor to the Creditor or its nominee pursuant to the Pledge Agreement be and is hereby approved; and

2. any transfer of all or any part of the Pledged Shares by the Creditor or its nominee from time to time to any one or more third parties in accordance with the rights, powers and remedies pursuant to the Pledge Agreement be and is hereby approved.

THE UNDERSIGNED hereby certifies that:

(a) the foregoing is a true copy of a resolution of the Board of Directors of the Corporation duly passed on the 29th day of September, 2023, which resolution remains in full force and effect, unamended and unrescinded, at the date hereof;

(b) the following are the particulars of the issued capital of the Corporation:

Number	Class	Registered Holder
19	Common	GOLD COAST INDUSTRIES LTD.
48	Common	1082463 B.C. LTD.
33	Common	1218548 B.C. LTD.

(c) the interest of the Creditor in the Pledged Shares under the Pledge Agreement has been recorded in the shareholders register of the Corporation;

(d) the records of the Corporation do not disclose any existing pledge, encumbrance or other charge or any other interest affecting the Pledged Shares, other than the Pledge Agreement;

(e) the Corporation does not have a lien on the Pledged Shares which would rank ahead of the interest of the Creditor under the Pledge Agreement; and

(f) the Corporation has taken all necessary corporate action to allow the Creditor to exercise all its rights in respect of the Pledged Shares under the Pledge Agreement.

Ying Zheng Yu

Xiao Song Zheng

RESOLUTION OF THE DIRECTORS OF
LIGHTSTONE DEVELOPMENT LTD.
(the "Corporation")

WHEREAS 1218548 B.C. LTD. (the "Pledgor") proposes to enter into an agreement (the "Pledge Agreement") with Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung and Karen Leung (collectively, the "Creditor") respecting 15 Common shares of the Corporation owned by the Pledgor (the "Pledged Shares").

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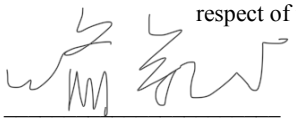
(e) the Corporation does not have a lien on the Pledged Shares which would rank ahead of the interest of the Creditor under the Pledge Agreement; and

(f) the Corporation has taken all necessary corporate action to allow the Creditor to exercise all its rights in respect of the Pledged Shares under the Pledge Agreement.



Ying Zheng Yu

Xiao Song Zheng

Land Title Act

Mortgage

Part 1 Province of British Columbia

1. Application

Trivium Law
260-4320 Viking Way
Richmond BC V6V 2L4
6042421578

2. Description of Land

PID/Plan Number	Legal Description
031-145-884	**LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453**

3. Borrower(s) (Mortgagor(s))

1076255 B.C. LTD. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER BC V6M 3J5

4. Lender(s) (Mortgagee(s))

LEI BUN LEUNG INVESTOR
2579 23RD AVE. E.
VANCOUVER BC V5R 1A3

As to an undivided **600/3500** interest

XIAO LIAN ZHANG INVESTOR
2579 23RD AVE. E.
VANCOUVER BC V5R 1A3

As to an undivided **600/3500** interest

JOHNSON RUI LEUNG INVESTOR
2579 23RD AVE. E.
VANCOUVER BC V5R 1A3

As to an undivided **1000/3500** interest

JON KIT LEUNG INVESTOR
2579 23RD AVE. E.
VANCOUVER BC V5R 1A3

As to an undivided **1000/3500** interest

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Land Title Act

Mortgage

Part 1 Province of British Columbia

KAREN LEUNG INVESTOR
2579 23RD AVE. E.
VANCOUVER BC V5R 1A3

As to an undivided **300/3500** interest

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
$3,500,000.00	**SEE SCHEDULE**	**October 6, 2023**
Interest Calculation Period	Payment Dates	First Payment Date
SEE SCHEDULE	**ON THE 6TH OF EACH AND EVERY MONTH**	**November 6, 2023**
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
SEE SCHEDULE	**SEE SCHEDULE** % per annum	**September 6, 2024**
Assignment of Rents which the applicant wants registered?	Place of payment	Balance Due Date
Yes	**Address as shown on item 4**	**September 6, 2024**

If yes, page and paragraph number:
SEE SCHEDULE

6. Mortgage contains floating charge on land?
No

7. Mortgage secures a current or running account?
No

8. Interest Mortgaged
Fee Simple

9. Mortgage Terms
Part 2 of this mortgage consists of:
(a) Prescribed Standard Mortgage Terms

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms
SEE SCHEDULE

Guarantor(s) or Covenantor(s):
Xiao Song Zheng
1218548 B.C. LTD.

11. Prior Encumbrances Permitted by Lender
N/A

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12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature	Execution Date	Borrower / Party Signature(s)
DAVID B. C. CHONG *Barrister & Solicitor* #1530 - 1200 West 73rd Avenue Airport Square Vancouver, B.C. V6P 6G5 Telephone: (604) 264-8331	YYYY-MM-DD 2023-10-06	**1076255 B.C. LTD.** By their Authorized Signatory **Xiao Song Zheng (Covenantor)**

1218548 B.C. LTD. (Covenantor)
By their Authorized Signatory

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PAYMENT PROVISIONS:

Interest Rate

The Principal Amount described in item 5 (the "Principal Sum") or the amount thereof outstanding from time to time shall bear interest, both before and after any default or demand hereunder, from the date of advance of all or any portion of the Principal Sum up to, but excluding August 6, 2024 at the rate of 15% per annum, compounded monthly. The fees payable by the Borrower to the Lender(s) as described in a Commitment Letter dated September 25, 2023 (the "Loan Agreement") and the rate of interest payable hereunder, are based upon an expected repayment of the Principal Sum and interest by August 6, 2024 (the "Rate Escalation Date").

To compensate the Lender(s) for:

(a) loss of ability to earn additional fee income on the Principal Sum after on and after the Rate Escalation Date;
(b) the risk to the Lender(s) of the loan being outstanding on and after the Rate Escalation Date; and
(c) the risk to the Lender(s) of fixed rates rising substantially and the Lender(s) not being able to reinvest its money on and after the Rate Escalation Date at such higher rates;

subject to the provisions hereof dealing with the Backup Rate, the Principal Sum shall bear interest on and from the Rate Escalation Date at the rate of 30% per annum, compounded monthly, until all amounts secured or payable under or pursuant to this Mortgage shall be paid in full.

If the rate of interest on any sums to be advanced pursuant hereto would, except for this paragraph be, a criminal rate, or void for uncertainty, or unenforceable for any other reason, or not able to be ascertained, or is determined by a court to be subject to deemed reinvestment of interest, then the interest rate (the "Backup Rate") chargeable on the credit so advanced shall be 1.00% per annum less than the maximum rate which would not be a criminal rate calculated in accordance with generally accepted actuarial practices and principles and all other provisions of this Mortgage are subject to this paragraph. Notwithstanding any other provision hereof the Borrower shall not pay or tender for payment any principal, interest, cost, fee, bonus, fine, penalty, commission or other similar charge or expense which would result in payment of interest at a rate higher than the Backup Rate. If any such payment is tendered contrary to the provisions hereof, it shall be applied to the Principal Sum or if no Principal Sum is then outstanding refunded by the Lender(s) to the Borrower on demand.

Each provision hereof dealing with the payment of money by the Borrower to or on behalf of the Lender(s) shall be deemed to be prefaced with the words, "subject to the provisions hereof dealing with the Backup Rate".

Interest Calculation Period

Interest at the Interest Rate is compounded monthly, not in advance. Interest is payable on overdue interest and on the Principal Amount at the aforesaid Interest Rate both before and after default, maturity and judgment until the Principal Amount has been repaid in full.

Amount of each Periodic Payment

$43,750.00 interest only per month, before August 6, 2024; and
$87,500.00 interest only per month, on, from and after August 6, 2024, until this Mortgage has been repaid in full.

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Interest Act (Canada) Statement

The equivalent rate of interest calculated half yearly, not in advance, is 15.4766% before August 6, 2024; and the equivalent rate of interest calculated half yearly, not in advance, is 31.9387% on, from and after August 6, 2024.

Assignment of Rents

In this Mortgage:

"Indebtedness" means the Principal Amount of the Mortgage and all interest thereon and all other indebtedness, liability or obligations of the Borrower to the Lender(s) from time to time secured by the Mortgage.

"Leases" means each and every written or unwritten agreement to lease, lease renewal, tenancy agreement, licence and right of occupancy made or to be made, or granted or to be granted, with respect to the lands described in Item 2 of this Mortgage or any part thereof, now or in the future.

"Rents" means all rents and other payments due or accruing due or at any time hereafter to become due pursuant to the Leases and the benefit of all guarantees of payment and all covenants to pay therein contained.

1. The Borrower will, from time to time as the Lender(s) requires, provide to the Lender(s) a true copy of each of the Leases and give to the Lender(s) full information relating to each of the leases.

2. The Borrower hereby assigns to the Lender(s) all Rents, for the Lender(s) to have and to hold until the indebtedness and all obligations of the Borrower in respect of this Mortgage have been fully paid and satisfied.

3. The Borrower hereby grants to the Lender(s) full power and authority to enter upon the mortgaged Land to collect the Rents, to serve demands on the holders of the Leases in respect of payment of the Rents and to demand, collect, sue for, distrain for, recover and give receipts for the Rents, and to enforce payment of the Rents and performance of the said guarantees of payment and covenants to pay, in the Lender(s)' own name or in the name of and as agent for the Borrower, as the Lender(s) may elect, and hereby grants to the Lender(s) irrevocable authority to join the Borrower in any such proceedings or actions.

4. Although this is a present and absolute assignment, (subject to defeasance on repayment of the Indebtedness), the Borrower, as agent for the Lender(s), will be entitled to collect and retain the Rents as and when they become due and payable according to the terms of the Leases until there is a default in the observance or performance by the Borrower of any term, covenant, agreement, proviso or condition of the Mortgage or of any other collateral security; PROVIDED that this paragraph shall not relieve the Borrower from the observance and performance of the Borrower' obligations hereunder.

5. In the event of default by the Borrower under the Mortgage, proceedings may, at the option of the Lender(s), be taken under this assignment of rents either independently or in conjunction with the other rights and remedies of the Lender(s) under the Mortgage.

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6. Nothing herein contained shall be deemed to have the effect of making the Lender(s) responsible for the collection of the Rents or for the observance or performance of any of the provisions of the Leases either by the Borrower or by any holders of the Leases, or of rendering the Lender(s) a Lender(s) in possession of the mortgaged Land or in any way accountable or liable as such, or of imposing any obligation on the Lender(s) to take any action or exercise any remedy in the collection or recovery of the Rents.

7. The Lender(s) will be liable to account for only such moneys as it actually receives pursuant to this assignment of rents, including such portions thereof as may be expended by the Lender(s) on collection charges, inspection fees, costs as between solicitor and client, and other expenses to which the Lender(s) may be put in respect thereof, and the balance of such moneys, when so received by the Lender(s), will be applied on account of the Indebtedness.

8. The giving of this assignment of rents is by way of additional and collateral security for the Indebtedness and not in substitution for or satisfaction of any other collateral security and will not in any way derogate from or delay or prejudice any rights or remedies to which the Lender(s) may be entitled under any other security collateral hereto and will not in any way prejudice or limit the obligations of the Borrower under any such other security.

9. The Borrower will execute and deliver such further assurances, assignments, notices or other documents as the Lender(s) may reasonably require from time to time, to render such assignment effective.

10. At the request of the Lender(s) from time to time, the Borrower will give any other party to any of the Leases actual written notice of this assignment of rents, and will use the Borrower' best efforts to obtain from such party an acknowledgement of any such notice, but nothing in this paragraph shall oblige the Lender(s) to make any such request.

11. To the knowledge of the Borrower, there are no existing or future rights of set-off, assignment, commutation or prepayment with respect to the Rents.

12. To the knowledge of the Borrower, there have been no defaults under any of the existing Leases by the Borrower or by any of the holders of the Leases, and there are no outstanding disputes pursuant to such Leases.

13. The Borrower will at all times observe and perform all the Borrower' obligations under the Leases.

14. The Borrower now has good and sufficient power, authority and right to assign the Rents and other benefits referred to herein in the manner aforesaid according to the true intent and meaning of this assignment of rents.

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ADDITIONAL OR MODIFIED TERMS

A. The Borrower acknowledges and agrees that this Mortgage is given for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as further collateral security pursuant to the Loan Agreement.

B. This Mortgage is closed for prepayment until June 6, 2024 inclusive (the "Closed Date") with 30 days' written notice. Should the Borrower wish to repay all of this Mortgage on or before the Closed Date, the Borrower may do so subject to the payment to the Lender(s) of the balance of any interest owing on the amount of repayment calculated up to and including Closed Date (the "Prepayment Interest"). If 30 days' written notice is not provided, the Borrower may prepay this Mortgage in full but will be subjected to 30 days' interest as bonus, this is in addition to the Prepayment Interest.

After the Closed Date the Borrower may repay this Mortgage in full with 30 days' written notice. If 30 days' written notice is not provided, the Borrower may prepay this Mortgage in full but will be subjected to 30 days interest as bonus. For clarity, partial repayment will not be accepted or may be accepted at the Lender(s)' sole discretion.

C. The Borrower will pay on demand the Lender(s)' reasonable administration costs and charges arising out of or incurred by the Borrower in connection with the administration of this Mortgage and the review, execution and delivery of any documents which the Lender(s) is requested to prepare or execute in connection herewith including, without limitation, a minimum of $500.00 or the maximum amount permitted by law (whichever is less) to execute a discharge of this Mortgage. If any such amount is not paid on demand, it shall bear interest at the Interest Rate and the Lender(s) shall have the same right in with respect to collection of such amounts as it does with respect to the collection of the Principal Amount and interest under this Mortgage in law or at equity.

D. The Lender(s) in its sole discretion may require as a condition of providing a final discharge of this mortgage that the Borrower provide confirmation from the Canada Revenue Agency to the Lender(s) that all GST and employee source deduction payments and remittances are current and paid in fill as of the date of discharge of mortgage. This clearance certificate process can be time consuming and thus the Borrower is/are advised to contact the Lender(s) for instruction as soon as they know that a mortgage discharge may be required.

E. The Borrower agrees to pay to the Lender(s) the account of solicitor for the Lender(s) for services provided with respect to the receipt of payout funds, the preparation, execution and delivery of the discharge of this mortgage and associated services.

F. The provisions of the Loan Agreement, and/or in any other document or other security documentation which is to be executed and delivered to the Lender(s) by the Borrower (together the "Facility"), so long as executed by them, will survive the execution and registration of this Mortgage and the collateral or other security documents until the parties hereto, by an appropriate instrument in writing, so declare. Also, it is understood and agreed that default under the terms of the Facility will constitute a default under this Mortgage and will entitle the Lender(s) to exercise all of its rights and remedies contained in this Mortgage.

G. The Borrower promises to pay any money as it becomes due and perform in a prompt and timely manner all of its obligations both positive and negative under any charge or encumbrance having priority over this Mortgage (referred to herein as a "prior charge") and to otherwise observe all promises and agreements contained in any charge or encumbrance that has priority over this Mortgage.

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H. The Borrower covenants and agrees that it shall not without the prior written consent of the Lender(s), execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therein which is intended to rank subordinate to any of the security documents, failing which, at the option of the Lender(s), this Mortgage shall immediately become due and payable.

I. The Lender(s) may, but is under no obligation to spend money to perform any of the Borrower' promises and agreements under a prior charge that the Borrower has not performed, and any money so spent shall be added to the principal amount, bear interest from the date that the money was so spent, and be immediately due and payable to the Lender(s).

J. The Prescribed Standard Mortgage Terms – Part 2 are amended by adding after subsection 7(1) the following:

> (1.1) A default also occurs under this mortgage if a default occurs under any charge or encumbrance having priority over this mortgage.

K. Any late payment will be assessed a late payment charge of $500.00. In addition, should the Lender(s) deem it necessary to actively collect on a payment that is missed by the Borrower due to the Borrower's bank account not having sufficient funds for payments when due, drawn through post-dated cheques or pre-authorized payments in favour of the Lender(s), the Borrower shall pay the Lender(s) a $500.00 collection fee.

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Table of Interest Rate Equivalents

The interest rate payable under the mortgage is calculated monthly not in advance. The interest rates set out in Column B are effective annual interest rates calculated half yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance, set out in Column A.

Column A	Column B	Column A	Column B	Column A	Column B
5.00%	5.052%	11.75%	12.041%	18.50%	19.228%
5.25%	5.308%	12.00%	12.304%	18.75%	19.498%
5.50%	5.563%	12.25%	12.567%	19.00%	19.768%
5.75%	5.819%	12.50%	12.830%	19.25%	20.039%
6.00%	6.076%	12.75%	13.094%	19.50%	20.310%
6.25%	6.332%	13.00%	13.357%	19.75%	20.581%
6.50%	6.589%	13.25%	13.621%	20.00%	20.852%
6.75%	6.846%	13.50%	13.885%	20.25%	21.124%
7.00%	7.103%	13.75%	14.150%	20.50%	21.396%
7.25%	7.360%	14.00%	14.415%	20.75%	21.668%
7.50%	7.618%	14.25%	14.680%	21.00%	21.940%
7.75%	7.876%	14.50%	14.945%	21.25%	22.213%
8.00%	8.135%	14.75%	15.211%	21.50%	22.486%
8.25%	8.393%	15.00%	15.477%	21.75%	22.760%
8.50%	8.652%	15.25%	15.743%	22.00%	23.033%
8.75%	8.911%	15.50%	16.009%	22.25%	23.307%
9.00%	9.170%	15.75%	16.276%	22.50%	23.581%
9.25%	9.430%	16.00%	16.543%	22.75%	23.856%
9.50%	9.690%	16.25%	16.810%	23.00%	24.131%
9.75%	9.950%	16.50%	17.078%	23.25%	24.406%
10.00%	10.211%	16.75%	17.345%	23.50%	24.681%
10.25%	10.471%	17.00%	17.614%	23.75%	24.957%
10.50%	10.732%	17.25%	17.882%	24.00%	25.232%
10.75%	10.994%	17.50%	18.151%	24.25%	25.509%
11.00%	11.255%	17.75%	18.419%	24.50%	25.785%
11.25%	11.517%	18.00%	18.689%	24.75%	26.062%
11.50%	11.779%	18.25%	18.958%	25.00%	26.339%

BENEFICIAL MORTGAGE AND DIRECTION TO CHARGE

THIS BENEFICIAL MORTGAGE AND DIRECTION TO CHARGE dated for reference October 6, 2023.

BETWEEN:

1076255 B.C. LTD.

(the "Trustee")

AND:

LIGHTSTONE DEVELOPMENT LTD.

(the "Beneficial Owner")

AND:

Lei Bun Leung
Xiao Lian Zhang
Johnson Rui Leung
Jon Kit Leung
Karen Leung

(collectively, the "Lender")

WITNESSES THAT WHEREAS:

A. The Trustee holds title to the Property in trust for the benefit of the Beneficial Owner;

B. The Beneficial Owner have agreed to borrow the monies representing the Loan from the Lender; and

C. It is a condition of the Loan that the Beneficial Owner and the Trustee execute and deliver this Agreement to the Lender.

THEREFORE in consideration of the premises and of the sum of $10.00 and other good and valuable consideration now paid by the Lender to each of the Beneficial Owner and the Trustee (the receipt and sufficiency of which is hereby acknowledged by each) and to induce the Lender to make advances on account of the Loan, the Beneficial Owner and the Trustee jointly and severally represent and warrant to and covenant and agree with the Lender as set forth below.

1. DEFINITIONS

1.1 Definitions

In this Agreement unless the parties or the context otherwise require:

(a) **"Agreement"** or **"this Agreement"** means this agreement (including the recitals and any schedules hereto) and all includes all amendments and modifications thereto and replacements and restatements thereof, from time to time;

(b) **"Beneficial Owner"** means the party so described above and its successors and assigns, whether immediate or derivative;

(c) **"Collateral"** means all of the personal property and other assets, interests, rights, and undertakings of either or both the Trustee and the Beneficial Owner situate at, used in, under or in connection with the Lands, or any part or portion thereof, as the case may be or the context requires;

(d) **"Commitment Letter"** means the Commitment Letter dated September 25, 2023 and issued by the Lender to the Trustee and the Beneficial Owner in connection with the Loan and includes all amendments and modifications thereto and replacements or restatements thereof, from time to time;

(e) **"Lands"** means the land(s) and premises civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally known and described as follows:

PID#	Legal
031-145-884	LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

(f) **"Lender"** means the party so described above and its successors and assigns, whether immediate or derivative;

(g) **"Loan"** means the loan of $3,500,000.00 made or to be made by the Lender to the Beneficial Owner pursuant to the Commitment Letter;

(h) **"Loan Obligations"** mean the obligations and liabilities of the Trustee and the Beneficial Owner and of each of them to the Lender now or hereafter existing in connection with the Loan, including but not limited to the obligation to pay the Loan and interest;

(i) **"Property"** means the Lands and the Collateral;

(j) **"Security Documents"** means all security documents (including the security documents described in Schedule "A") which are:

(i) from time to time required by the Lender from the Beneficial Owner as security for the payment, observance and performance of the Loan Obligations; and

(ii) executed by the Trustee for and on behalf and at the direction of the Beneficial Owner;

and includes all amendments and modifications thereto and replacements or restatements thereof, from time to time;

(k) **"Trust Declaration"** means the agreement entitled "Amended and Restated Declaration of Bare Trust Agreement" dated as of August 5, 2021 and made between the Trustee and the Beneficial Owner in respect of the Property and includes all amendments and modifications thereto and replacements or restatements thereof, from time to time; and

(l) **"Trustee"** means the party so described above and its successors and permitted assigns, whether immediate or derivative.

1.2 Severability

If any provision of this Agreement or any part thereof is found or determined to be invalid, illegal or unenforceable, such provision or such part thereof will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part had been deleted herefrom.

1.3 Jurisdiction

The Trustee and the Beneficial Owner irrevocably agree that any legal action or proceeding with respect to this Agreement may be brought in the courts of the province of British Columbia or in such other court or courts as the Lender in its sole discretion may elect and, by execution and delivery of this Agreement, the Trustee and the Beneficial Owner irrevocably submit to each such jurisdiction.

1.4 Applicable Law

This Agreement and the rights and obligations of the Trustee and the Beneficial Owner and the Lender hereunder will be governed by and be construed according to the laws of the province of British Columbia.

1.5 Interpretation

For the purposes of this Agreement:

(a) all references to the singular will be construed to include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa;

(b) whenever any party to this Agreement is comprised of more than one person, then, each and every warranty, representation, covenant and agreement made by that party hereunder will be deemed to have been jointly and severally made by each of the persons comprising that party; and

(c) this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

1.6 Time of the Essence

Time is of the essence of this Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties Re: Trust Relationship

The Trustee and the Beneficial Owner jointly and severally make the following representations and warranties to the Lender which are true and correct in all respects as of the date hereof:

(a) pursuant to the Trust Declaration, the Trustee is the registered owner and the Beneficial Owner is the beneficial owner of the Property and the Trustee holds all of its estate, right, title, and interest in and to the Property in trust for the Beneficial Owner in the manner contemplated thereby;

(b) no person, other than the Trustee and the Beneficial Owner, has any estate, right, title or interest, legal or beneficial, in the Property, or any part(s) thereof;

(d) the Trust Declaration is in full force and effect and has not been amended except as contemplated hereby;

(e) the Trustee has power and capacity to act as nominee, agent and bare trustee for the Beneficial Owner in the manner contemplated by the Trust Declaration;

(f) all necessary steps and proceedings, both corporate and otherwise, have been taken by each of the Trustee and the Beneficial Owner so that:

(i) the trust constituted by the Trust Declaration; and

(ii) the appointment of the Trustee as nominee, agent and bare trustee for the Beneficial Owner pursuant to the Trust Declaration;

have been duly authorized by each of the Trustee and the Beneficial Owner;

(g) the Trustee has the power and capacity, both for and on its own behalf and its capacity as nominee, agent, and bare trustee for and on behalf of the Beneficial Owner pursuant to the Trust Declaration:

(i) to own the Property;

(ii) to borrow the monies representing the Loan in the manner contemplated by the Commitment Letter; and

(iii) to mortgage, assign, and charge and grant security interests in the Property to the Lender without limitation and in particular in the manner contemplated by each of the Security Documents described in Schedule "A";

(h) all necessary steps and proceedings, both corporate and otherwise, have been taken by each of the Beneficial Owner and the Trustee so that when this Agreement is executed by the Beneficial Owner to the Trustee, it will constitute an irrevocable direction and authorization by the Beneficial Owner to the Trustee:

(i) to borrow the monies representing the Loan in the manner contemplated by the Commitment Letter; and

(ii) to enter into, execute and deliver, to keep, observe, and perform the warranties, agreements, covenants, agreements and to grant the mortgages, assignments, and other charges to respectively made by it under each of the Security Documents as security for the payment, observance, and performance of the Loan Obligations;

(i) the Trustee is not carrying on any business that is "trust business" under the *Financial Institutions Act* of British Columbia;

(j) the holding of the Property by the Trustee in trust for the Beneficial Owner in the manner contemplated by the Trust Declaration is an isolated transaction;

(k) the Trustee does not act as trustee for members of the public generally;

(l) the Trustee does not receive fees for acting as trustee;

(m) the Trustee does not have discretionary powers as trustee, but only as nominee, agent, and bare trustee of the Beneficial Owner pursuant to the Trust Declaration; and

(n) neither the Trustee nor Beneficial Owner is insolvent.

2.2 Survival of Warranties and Representation

All representations and warranties made by either or both of the Trustee and the Beneficial Owner, whether made herein or in any certificate or other document delivered either by or on behalf of the Trustee and the Beneficial Owner for the benefit of the Lender, are material, will survive the execution and delivery of this Agreement and will continue in full force and effect without time limit. The Lender is deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Lender at any time.

3. COVENANT TO PAY

3.1 Confirmation of Covenant to Pay

The Beneficial Owner unconditionally, absolutely, and irrevocably promise to duly and strictly pay, as principal debtor, any and all of the monies now or hereafter due to the Lender in connection with the Loan (including any monies from time to time due and owing to the Lender under the Security Documents), whether at stated maturity, by reason of acceleration or demand or otherwise.

4. CONSENT TO AND CONFIRMATION OF MORTGAGE AND OTHER CHARGES

4.1 Consent and Direction

To secure the payment, observance, and performance of the Loan Obligations, the Beneficial Owner hereby irrevocably consents to, authorizes, directs, and empowers the Trustee, as its nominee, agent, and bare trustee pursuant to the Trust Declaration and for and on behalf of the Beneficial Owner:

(a) to execute and deliver (or to cause to be executed and delivered) each of the Security Documents to the Lender;

(b) to keep, observe, and perform the respective warranties, representations, covenants, and agreements made by it under each of the Security Documents; and

(c) to mortgage, assign, and charge to and in favour of the Lender in the manner respectively contemplated by each of the Security Documents, all of the legal and beneficial estate, right, title, interest, and claim that the Trustee and the Beneficial Owner and each of them now or at any time hereafter may have in and to the Property respectively described therein.

4.2 Confirmation of Mortgage and Other Charges

The Beneficial Owner hereby confirms that the execution and delivery by the Trustee to the Lender of each of the Security Documents with such amendments thereto and deletions therefrom as may be approved by the person(s) executing the same on behalf of the Trustee, whose signature(s) thereon will be conclusive evidence of such approval, will be execution and delivery for and on behalf of the Beneficial Owner with the intent that:

(a) all warranties, representations, covenants, agreements, terms, conditions, stipulations, provisions and provisos;

(b) all grants, mortgages, assignments, security interests, charges and the like;

(c) all benefits and advantages; and

(d) all obligations and liabilities;

respectively made, created by or imposed upon the Trustee thereunder will be deemed to be made, created by or imposed not only upon the Trustee but upon the Beneficial Owner as well.

4.3 Agreement to be Bound

Without limited the generality of paragraph 4.2, the Beneficial Owner hereby covenants and agrees with the Lender:

(a) to be bound by the respective terms and conditions of each of the Security Documents from time to time executed and delivered to the Lender for and on its behalf by the Trustee; and

(b) to keep, perform and observe and be bound by all of the warranties, representations, covenants and agreements, all of the grants, mortgages, assignments, security interests and charges and all of the obligations and liabilities respectively created or made by or imposed upon the Trustee in favour of the Lender under each of the Security Documents;

as if the Beneficial Owner had originally executed and delivered each of the Security Documents to the Lender as the registered and beneficial owner of the Property respectively mortgaged, charged or assigned thereby.

4.4 Grant of Beneficial Mortgage and Charge

To further secure the payment, observance and performance of the Loan Obligations, the Beneficial Owner hereby grants, mortgages, assigns, and charges by way of a security interest to and in favour of the Lender, forever, all of its estate, right, title, interest and claim in and to the Property respectively described in each of the Security Documents upon and subject to the terms and conditions respectively set forth therein, as if:

(a) each and every warranty, representation, covenant, agreement, obligation, term, condition, stipulation, provision, and proviso; and

(b) each and every grant, mortgage, assignment, charge, and security interest;

respectively created or made by or imposed upon the Trustee in each of the Security Documents were repeated herein fully and verbatim.

4.5 Priority and Postponement

For greater certainty and to further secure the payment, observance and performance of the Loan Obligations:

(a) the Beneficial Owner hereby grants the Lender priority over all its right, title, and interest in and to the Property and hereby postpones and subordinates all of its right, title, and interest in and to the Property with and to the intent that the interest of the Beneficial Owner in and to the Property will be subject to the rights of the Lender under each of the Security Documents as though each of the Security Documents had been executed and delivered

and registered, or otherwise processed and all funds fully secured thereunder had been secured thereunder in point of time prior to the Beneficial Owner obtaining any estate, right, title, or interest whatsoever in and to the Property, or any part thereof; and

(b) the Beneficial Owner hereby waives all rights to receive from the Lender a copy of any financing statement, financing change statement, or verification statement or any other similar filing made by the Lender in respect of the Beneficial Owner.

5. COVENANTS

5.1 Negative Covenants

The Beneficial Owner and the Trustee jointly and severally covenant and agree with the Lender that they will not:

(a) assign, amend, modify, terminate or charge the Trust Declaration without the Lender's written consent first had and obtained; or

(b) further charge or assign their respective interests in the Property without the Lender's written consent first had and obtained.

5.2 Amendment to Trust Declaration (if necessary)

To the extent necessary (if at all), the Beneficial Owner and the Trustee agree that the Trust Declaration is hereby amended to give the Trustee the power, capacity, and authority to do each of the matters contemplated by this Agreement, the Commitment Letter, and the Security Documents, including, without limiting the generality of the foregoing, to give the Trustee the power to borrow the monies representing the Loan and to grant security therefore in the manner contemplated by the Commitment Letter and the Security Documents.

6. MISCELLANEOUS

6.1 Modification of Agreement

No alteration, modification, or waiver of this Agreement or any condition, covenant, provision or term contained herein will be binding on the Lender unless made in writing and signed by the Lender.

6.2 Notice

Notices may be given by any party hereto to any other party hereto in the manner contemplated by the Security Documents.

[CONTINUED TO THE FOLLOWING PAGE]

6.3 Execution in Counterparts

This Agreement may be executed in counterpart, and such counterparts together shall be effective to constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means (whether that signature is by the hand of the signatory or is computer- or machine-generated) shall be equally effective as delivery of a manually executed counterpart hereof. The Parties agree that copies of this Agreement containing such signatures shall be admissible in court without further authentication.

IN WITNESS WHEREOF the Trustee has duly executed this Agreement as of October 6, 2023.

1076255 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

_____
Lei Bun Leung

_____
Xiao Lian Zhang

_____
Johnson Rui Leung

_____
Jon Kit Leung

_____
Karen Leung

SCHEDULE "A"

SECURITY DOCUMENTS

1. a $3,500,000 mortgage of the fee simple title to the Lands to be made by the Trustee, as Mortgagor, in favour of the Lender, as Mortgagee;

2. a general assignment of rents derived from leases of the Lands, to be made by the Trustee, as Assignor, in favour of the Lender, as Assignee; and

3. a general security agreement to be made by the Trustee, as Debtor, in favour of the Lender, as Secured Party.

COMMITMENT LETTER

Dated for reference September 25, 2023

To: LIGHTSTONE DEVELOPMENT LTD.
1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

RE: Loan facility (the "Loan") secured by 4th position mortgage on the property located at 2096 West 47th Avenue, Vancouver, British Columbia, legally described as LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 with the parcel identifier 031-145-884 (the "Property").

Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "**Lender(s)**") is/are pleased to grant to the Borrower a secured loan facility under the terms and conditions as set out below:

Nominee:	1076255 B.C. LTD.
Borrower:	LIGHTSTONE DEVELOPMENT LTD.
Guarantor(s):	1218548 B.C. LTD. Xiao Song Zheng
Expected Funding Date:	October 6, 2023 (the "**Date of Advance**")
Facility:	$3,500,000 (the "**Principal Amount**")
Loan Type:	Term Loan, due by September 6, 2024 (the "**Maturity Date**"). Said Term Loan shall be non-revolving. Any renewal will be at the sole discretion of the Lender(s) and may be subject renewal, processing and other fees.
Interest Rate:	A. Interest on amounts due under this Loan and Security Documents (hereinafter defined) shall accrue at: i. 15% per annum on or before August 6, 2024 (the "**Expected Repayment Date**"). ii. After the Expected Repayment Date, the interest rate shall be increased to 30% per annum until the Loan, accrued interest, and any other amounts outstanding under the Loan and Security Documents are repaid in full. Interest shall be compounded monthly, thereafter until the Loan is repaid in full.

Interest calculated by the Lender(s) to accrue from the Date of Advance to and including October 6, 2023 (the "**IAD**") shall be deducted from the proceeds of the Loan.

B. For the purpose of the Interest Act (Canada), the rate of interest chargeable on the Loan is equivalent to:

   i. 15.4766% per annum on and before the Expected Repayment Date, calculated semi-annually, not in advance; and

   ii. 31.9387% per annum effective after the Expected Repayment Date, calculated semi-annually, not in advance.

C. Provided that the Lender(s) has advanced the Loan funds to Trivium Law in Trust on or prior to October 6, 2023, interest will accrue at the Interest Rate from October 6, 2023 irrespective of whether or not the Loan has funded unless the Lender(s) in its sole, absolute and unfetter discretion agrees otherwise.

Deposit:

A deposit of $10,000.00 (the "Deposit") shall be made to and deposited with Trivium Law in Trust within twenty-four (24) hours from the execution of this commitment letter, paid by or on account of the Borrower. The Deposit is deemed to be non-refundable, and shall be applied to the Lender's counsel's legal fees, disbursements, taxes and any Lender Fee or Broker Fee as applicable.

Interest Reserve:

The Lender(s) shall retain a one month interest reserve in the amount of $43,750.00 (the "**Interest Reserve**"). The Interest Reserve shall be deducted from the advance of the Loan. As long as the Loan is not in default and the Interest Reserve has not been exhausted, the interest payments will be withdrawn monthly by the Lender(s) for the Interest Period. The Borrower, the Nominee and Guarantor(s) hereby acknowledge that:

A. Notwithstanding such deduction from the advance, the Interest Reserve shall be deemed to be advanced and to form part of the principal amount of the Loan and shall accrue interest at the Interest Rate set out herein;

B. the Lender need not keep the Interest Reserve in a separate account and may hold the Interest Reserve in its general accounts and may commingle the Interest Reserve with the Lender(s)' other monies;

C. in no event shall any interest or other consideration for time value of money shall be payable or due by the Lender(s) to the Borrower for the Interest Reserve; and

D. a statement signed by the Lender(s) as to the balance of the Interest Reserve shall be conclusive proof thereof.

In the event of a default, the Lender(s), in its discretion, may use the remaining balance in the Interest Reserve to pay any outstanding interest, pay any of its costs relating to the Loan or other amounts due hereunder, and/or pay down the principal amount of the Loan then outstanding.

Additional Terms:

A. Concurrently with execution this Commitment Letter, the Lender(s), Borrower and the Nominee shall enter into an agreement of purchase and sale (the "**Purchase Agreement**"), with the Lender(s) as the purchaser and the Borrower and the Nominee as the vendor, for the proposed strata lots 6, 7 and 8 (the "**Commercial Units**") at the commercial strata development known as "Chloe - Commercial" (the "**Commercial Development**"), which Commercial Development will form part of a larger mixed-use development (the "**Development**") constructed or to be constructed on the Property. The aggregate purchase price, exclusive of GST for the Commercial Units, and the deposit (the "**Deposit**") to be provided under the Purchase Agreement shall be equal to the Principal Amount. The Loan proceeds shall be advanced by way written authorization by the Lenders for the release of the Deposit to the Nominee and the Borrower (the "**Vendor**") for use by the Borrower and/or the Nominee; notwithstanding the release of the Deposit to the Vendor, nothing in this Subparagraph shall be interpreted to alter, waive or dimmish any of the obligations of the Vendor under the Purchase Agreement. Such release of Deposit shall only be interpreted as explicit written consent of the Lender(s) for the release of the Deposit pursuant to subsection 2(c) of the Purchase Agreement. The Vendor and the Lender(s) mutually agree, notwithstanding the other terms of the Purchase Agreement, the Deposit under the Purchase Agreement is deemed to be paid and sufficiently received by the Vendor upon the disbursement of the loan proceeds pursuant to the Direction to Pay executed by the Borrower, regardless of whether any deductions may be made from the Loan proceeds for any interest reserve or fees payable by the Borrower pursuant to this Commitment Letter;

B. Subject to "Additional Terms" Subparagraph C herein, the Lender(s) agree with the Nominee, the Borrower and the Guarantor(s) that the Lender(s) shall not register at the land title office or the personal property registry the following executed security documents forming a part of the Security Documents:

   (i) Registrable land title form B Mortgage charging the Property executed by the Nominee (the "Held Form B"); and

(ii) General security agreements providing a security interest in all present and after-acquired property executed by to each of the Nominee, the Borrower and Guarantor(s) (the "Held GSA");

except if the Borrower is in default of the terms of this Agreement or any of the terms of the Security Documents in any way, including without limitation:

(i) late or missed payment of interest caused by insufficient funds on the account used to draw interest payable under the Loan; or

(ii) failing to repay all accrued interest and the Loan amount by the Maturity Date;

or if the Property has still not been stratified (registration at the land title completed) as of April 30, 2024.

C. The Borrower shall notify the Lender(s) and the Lender(s)' solicitor, Trivium Law, in writing, of the stratification of the Property, within forty-eight (48) hours of having filed an application for deposit of a strata plan on the Property. In addition, upon the completion of the stratification of the Property at the land title office, the Nominee, the Borrower and the Guarantor(s), as applicable, shall:

(i) Provide the Lender(s)' solicitors, Trivium Law, written notice of the stratification of the Property being finalized, along with the parcel identifier numbers and legal description of the New Land Collateral (defined hereafter) not later than five (5) days after the stratification of the Property has been finalized at the land title office;

(ii) execute and return to Lender(s) or the Lender(s)' solicitor, Trivium Law, the following security documents (the "Swap Security") in favour of the Lender(s):

a. Registrable land title form B Mortgage executed by the Nominee; and

b. Beneficial Mortgage and Direction to Charge;

inter-alia over the Commercial Units and strata lots 11, 14, 20 and 27 (the "Residential Units") of the residential portion of the Development (together, the "New Land Collateral") within four (4) days of the Swap Security documents being provided to

the Borrower's solicitors, Chen & Leung, by Trivium Law. Notwithstanding the above, the Vendor may enter into agreements with ~~non~~ arms length third parties for the sale of the Residential Units without any restriction, and upon providing the Lender with evidence of such presale agreements, the parties agree such Residential Units that are subject of the aforementioned sale agreements shall be released from becoming collateral under this loan, including becoming subject of any land title Form B registration, provided that the Vendor fully complies under "Additional Terms" Subparagraph H. The Vendor may not enter into any agreements in relation to the sale of the Commercial Units outside of the Purchase Agreement except for the following circumstances:

a. the Loan and all interest accrued therein is repaid in full on or prior to the date that is forty-five (45) days after the stratification of the Property has been finalized at the land title office, and that the transaction as contemplated under the Purchase Agreement has not been completed; or

b. the agreement for the sale of one of more (the "Released Commercial Units") of the Commercial Units is only entered into by the Vendor with ~~non-~~ arms length third parties on or prior to the date that is forty-five (45) days after the stratification of the Property has been finalized at the land title office, that the transaction as contemplated under the Purchase Agreement has not been completed, and partial repayment of the Loan and the interest accrued there are repaid to the Lender(s) as follows:

    1. The Vendor shall repay a percentage of the aggregate Principal Amount plus accrued interest therein equal to or greater than the percentage of square footage area on the filed strata plans for the Development representing the Released Commercial Units, out of the aggregate square footage area on the filed strata plans for the Development representing the Commercial Units. For illustrative purposes, if strata lot 7 of the

Commercial Units represent 30% of the square footage area of the Commercial Units, and the Vendor wish to enter into an agreement for the sale of strata lot 7 outside of the Purchase Agreement, then the Vendor must repay, prior to, or concurrently with entering into such aforementioned agreement for the sale of strata lot 7, not less than 30% of the Principal Amount, and all accrued interest thereto. Upon the fulfillment of the repayment condition with respect to the Released Commercial Units above, the parties agree to amend the Purchase Agreement so that the Released Commercial Units no longer forms a part of the Purchase Agreements, and the purchase price for the Commercial Units remaining on the Purchase Agreement (as amened in accordance with the terms hereto) shall reduced proportionate to the amount of the Loan and interested accrued therein that has been repaid.

(iii) Allow the Swap Security to be registered against the New Land Collateral (as amended by "Additional Terms" Subparagraph C), as soon as the executed Swap Security is returned to Trivium Law. The Nominee, the Borrower and the Guarantor(s) shall additionally cause the Swap Security to become 1st in priority in terms of financial charges on the title of the New Land Collateral by discharging all registered financial encumbrances registered against the New Land Collateral not later than (45) days after the stratification of the Property has been finalized at the land title office;

(iv) Allow the Held GSA to be registered in favour of the Lender(s), notwithstanding "Additional Terms" Subparagraph B; and

(v) Provide insurance binder showing the Lender(s) as first loss payee with respect to the New Land Collateral, under the same conditions as set out under the "Conditions Precedent to Advance" Subparagraphs E ii to E v not later than forty-five (45) days after the stratification of the Property has been finalized at the land title office.

D. Upon completion of all steps as set out under "Additional Terms" Subparagraph C under the timeline requirement as set out thereto, or the full repayment of the Principal Amount and all accrued interest hereto under the Loan, the Lender(s) and the Vendor mutually agree:

   (i) the Purchase Agreement is rescinded in full, all terms thereto are rendered null and void, and that all parties thereto are released from all further obligations thereunder; and

   (ii) to not register under any circumstances, the Held Form B;

E. Unless mutually rescinded by the Lender(s) and the Vendor, the Lender(s) retain all rights under the Purchase Agreements;

F. After the day that is forty-five (45) days after the completion of the stratification of the Property, if the Purchase Agreement is not rescinded, the Lender(s) are deemed to have received written consent of the Vendor to assign the Purchase Agreement to any entity of the Lender(s)' choosing without notice to the Vendor, pursuant to section 17 of the Purchase Agreement;

G. With exception of the permitted sale or transfer as contemplated hereto in this Commitment Letter, the Vendor shall not, at any point in time sale, transfer, or contract to sale or transfer the New Land Collateral prior to the full repayment of all amounts due under the Loan without the Lender(s)' explicit written consent;

H. Notwithstanding any other terms of this Commitment Letter, the Vendor shall not use any of the sale proceeds of any stratified parcels of the Property (after the deduction of the related registered mortgage payouts, real estate broker fees, legal fees, purchaser incentives to ~~non-~~arms length third-parties, builders lien holdback, and regular property tax, utilities and strata fee adjustments) for any purpose other than to payout the Principal Amount and all interest accrued under the Loan, until such time that the entirety of the Loan and all interest accrued under the Loan is paid in full. The Vendor shall cause its solicitors acting on their behalf for such aforementioned sales to provide relevant undertakings to Trivium Law enforcing the terms as set out under this Subparagraph H;

I. In the event of any conflicts between this Commitment Letter and any Discussion Letter as executed between the parties, the terms of this Commitment Letter shall prevail; and

Initials: _____ _____ _____ _____ _____ _____

J. The entirety of the terms, conditions and covenants as set out under the "Additional Terms" shall survive the advance of funds under the Loan.

Financial Statements: The Borrower shall provide to the Lender, acting reasonably, upon request, such financial and supporting data as the Lender may require, reflecting all material information with respect to the status and operation of the Property. The Borrower shall furnish the Lender with annual financial statements, within one hundred (100) days of the end of the fiscal year including profit and loss account, together with an unaudited statement by the Borrower segregating the operation of the Property.

Payment: The Interest due shall be paid through post-dated cheques or bank draft to the Lender(s).

Fees: The Borrower shall pay any legal fees and disbursements associated with the Loan which shall be deducted from the Loan proceeds when funded. In Addition, the Borrower shall pay a Lender(s) fee of $35,000.00 Canadian Dollars (the "**Lender Fee**") and the broker fee of $17,500.00 Canadian Dollars to 1343926 B.C. LTD. and $8,750.00 Canadian Dollars to Maosen Asset Corp. (the "**Broker Fee**") which shall also be deducted from the Loan proceeds when funded.

Hazardous Substance Indemnity: In addition to any liability of the Borrower under any instrument evidencing or securing the loan indebtedness, the Nominee, Borrower and Guarantor shall be liable for any and all of the Lender's costs, expenses, damages or liabilities, (except those arising from the gross negligence or willful misconduct of the Lender or any of the Lender's agents), including, without limitation, all reasonable solicitor's fees, directly or indirectly arising out of or attributable to use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall be evidence in a manner satisfactory and sufficient, in the opinion of the Lender and its solicitors, to survive foreclosure of mortgage on a deed in lieu thereof or any other exercise by the Lender of any remedies available to it for any default under the Loan.

Privacy Act Consent: The Nominee, Borrower and the Guarantor(s) acknowledge that the Lender(s) will be collecting information about the Nominee, Borrower and Guarantor(s) which may include financial information, credit reports, references and other information which is needed to evaluate the financing under consideration. This material will be reviewed by the Lender(s) and will be communicated to others in connection with this transaction. The Nominee, Borrower and Guarantor(s) hereby explicitly consents to the above.

Repayment: Interest only monthly, payable in arrears, commencing in the month immediately following the IAD shall be paid to the lender on the advance of funds, both before and after demand, default and/or

judgment on the 1st day of every month following the advance of funds hereunder and every month thereafter until the Loan has been paid in full. In the event any payment permitted or required to be made by the Loan is made after 12:00 pm on any particular day that payment will be deemed to have been made on the banking day next following. Any late payment will be assessed a late payment charge of $500.00 and late interest charges will be applied at the interest rate under the Loan.

In the event that the Borrower shall make any payment hereunder by cheque and any such cheque is returned to the Lender(s) unpaid for any reason whatsoever including but not limit the generality of the foregoing, insufficient funds, payment stopped or inaccuracies in the completion of the terms of the said cheque or if a payment is late or missed for any reason, the Lender(s) shall be entitled to make a charge in the amount of $500.00 as liquidated damages which charge shall be immediately due and payable. It is understood and agreed that the Lender(s) shall be entitled to make a charge as aforesaid on each occasion that the Borrower's cheque is late or missed or returned unpaid. Such charge shall bear interest at the rate hereinbefore set out and shall form a charge upon the mortgage land until the same is fully paid and satisfied.

The Borrower agrees to provide to the Lender(s) for the term of the Loan, and any renewal thereof, a series of post dates cheques and/or pre-authorized chequing form when requested by the Lender(s).

Should the Lender(s) deem it necessary to actively collect on a payment that is missed by the Borrower due to the Borrower's bank account not having sufficient funds for payments when due, drawn through post-dated cheques or pre-authorized payments in favour of the Lender(s), the Borrower shall pay the Lender(s) a $500.00 collection fee.

The Borrower agrees to pay to the Lender(s) the account of solicitor for the Lender(s) for services provided with respect to the receipt of payout funds, the preparation, execution and delivery of the discharge of this Loan's related registered security and associated services.

In addition, should the Lender(s) deem it necessary to forward a letter of demand for payment to the Borrower or seek legal advice with respect to a default by the Borrower, the Borrower shall pay to the Lender(s) the sum of $500.00 for each such demand letter or other request for legal advice resulting from a default by the Borrower. All the aforementioned sums shall immediately form part of the principal.

In addition, should the Borrower request the Lender(s) to execute any additional documents including but not limited to covenants, statutory rights of way, priority agreements and no interest letters, the Lender(s), at his sole discretion, may agree to do so, but the Borrower agrees to pay the Lender(s) a reasonable execution fee of no less then $500.00 for such execution and pay of the Lender(s)'s solicitors legal fees with respect to the execution and review of any such document.

In the sole discretion of the Lender(s), it may be a condition of registering the final discharge of this mortgage that the Borrower provide confirmation from the Canada Revenue Agency to the Lender(s) that all GST and employee source deduction payments and remittances are current and paid in full as of the date of discharge of mortgage. This clearance certificate process can be time consuming and thus the Borrower is/are advised to contact the Lender(s) for instruction as soon as they know that a mortgage discharge may be required.

Prepayment:

The Loan is closed for prepayment until June 6, 2024 inclusive (the "**Closed Period**"). Should the Borrower wish to repay all of this Loan on or before the Closed Period, the Borrower may do so subject to the payment to the Lender(s) of the balance of any interest owing on the amount of repayment calculated up to and including the Closed Period (the "**Prepayment Interest**") and with 30 days' written notice. If 30 days written notice of prepayment is not given, the Borrower will pay an additional 30 days' interest as bonus, this is in addition to the Prepayment Interest.

After the Closed Period the Loan may be prepaid in full upon 30 days' written notice. If 30 days' written notice is not given the Borrower will have the right to prepay but will be subjected to a prepayment bonus equivalent to 30 total days' of interest. For clarity partial repayment will not be accepted.

Conditions Precedent to Advance:

The Lender(s) will have no obligation to make any advance to the Borrower unless and until each of the conditions set out below have been completed and/or received as applicable to the Lender(s)' satisfaction.

A. Receipt of the Deposit by Trivium Law from the Borrower;

B. Satisfactory review by the Lender(s) of the bare trust agreement between the Nominee and the Borrower;

C. Satisfactory review by the Lender(s) of the executed Agreement of Purchase and Sale for the Commercial Units;

D. Satisfactory review by the Lender(s) (or, at Lender(s)'s option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and compliance with any changes required to satisfy the Lender(s)'s insurance requirements. Insurance requirements will be the following, or as the Lender(s) may require/ change:

   i. The Lender(s) evidenced as 4th loss payee (name and address to be provided by Trivium Law);

ii. All risk insurance in respect of the Property, including earthquake;

iii. Liability Insurance of not less than $2,000,000.00 with the Lender(s) added on as an additional insured;

iv. Standard Insurance Bureau of Canada clause; and

v. 30 day's written cancellation clause.

(collectively, the "**Insurance**")

E. Receipt of all duly executed Security Documents duly executed by the Borrower as applicable and in registrable form where required;

F. Receipt of Government Issued Identifications of the Nominee (signatory), the Borrower (signatory) and Guarantor(s) (signatory in the case of corporate guarantor);

G. Receipt of Municipal tax certificate confirming all property taxes and utilities have been paid to date on the Property; and

H. No event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged Property or the financial position of the Borrower.

Required Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security Documents**") shall be delivered to the Lender(s) prior to any Advance of funds, in form and substance acceptable to Lender(s) and its solicitors:

A. Agreement of Purchase and Sale for the Commercial Units;

B. Promissory note in the amount of the Loan;

C. Registrable mortgage in the amount of $3,500,000 in second position over the Property– *inter alia* where applicable, executed by the Nominee;

D. Share Pledge Agreement securing not less than 15% of all outstanding shares of LIGHTSTONE DEVELOPMENT LTD., held by 1218548 B.C. LTD.;

E. Beneficial Mortgage and Direction to Charge;

F. Assignment of Insurance with respect to the Property;

G. General Assignment of all present and future rents and leases of the Property;

H. Environmental Indemnity Agreement;

I. Acknowledgement of receipt of prescribed mortgage terms;

J. General security agreement providing a security interest in all present and after-acquired property with respect to each of the Borrower , the Nominee and the Guarantor(s);

K. Guarantee and postponement of claim from the Nominee and the Guarantor(s);

L. Letter of undertaking regarding no further financing;

M. Statutory Declaration with respect to the Property;

N. Such further documentation considered necessary by the Lender(s)'s solicitors, whether prior or subsequent to advancing funds, to preserve efficacy and ranking of the Lender(s)'s security.

Due on Sale: Subject only to the "Additional Terms" of this Commitment Letter, should the Borrower or the Nominee directly or indirectly sell, convey, transfer, further encumber or dispose of the Property or of any interest therein, or agree so to do, without the written consent of the Lender(s) in its absolute discretion being first obtained, then the Lender(s) shall have the right, at its option, to declare forthwith due and payable the entire balance of the unpaid principal with accrued and unpaid interest due therein. The decision to accelerate the Loan shall be at the sole option of the Lender(s). The consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

Subsequent Financing: The Borrower and the Nominee covenants and agrees that it shall not, without the prior written consent of the Lender(s), execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therein which is intended to rank subordinate to any of the Security Documents, failing which, at the option of the Lender(s), the Loan shall immediately become due and payable.

Survival of Commitment: The terms, conditions, representations and warranties expressed herein shall form part of the commitment upon approval and shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender(s) and the Borrower, if any, and shall enure to the benefit of the successors and assigns of the Lender(s), and the Borrower. In the event of any conflict between the Commitment and the Security Documents, to the extent only of the conflict, the Lender(s) shall elect which provisions apply.

Initials: _____ _____ _____ _____ _____ _____

Material Change:

It is a condition for disbursement of funds that in the Lender(s)' opinion the financial position of the Borrower, and the Property given as security, and the Borrower' representations and warranties, shall not have suffered an adverse change, nor shall there be any action, suits, or pending proceedings of which the Borrower or the Nominee has knowledge; and that no event shall have occurred, which materially and adversely affects the whole or part of the value of the mortgaged property or the financial position of the Borrower.

Representations and Warranties:

The Nominee, the Borrower and the Guarantor(s) makes the following representations and warranties:

- The Nominee holds the entirety of the legal interest in the Property as bare trustee for the Borrower;
- The Borrower holds the entirety of the beneficial interest in the Property;
- Except as otherwise disclosed to the Lender(s) in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Commitment Letter and any agreement executed in connection with the Loan or any Security Documents to which the Nominee, the Borrower or the Guarantor(s) is a party;
- All factual information that has been provided to Lender(s) for purposes of or in connection with this Commitment Letter or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified;
- There is no material litigation pending against, or to the best of their knowledge, threatened against, any of the Nominee, the Borrower or the Guarantor(s);
- The Nominee, Borrower and Guarantor(s) are not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which they are a party;

Each of the foregoing representations and warranties of the Nominee, the Borrower, and the Guarantor(s) in addition to any representation or warranty provided in any document executed in connection with the Loan or any Security, shall be true and correct on the date of this Commitment Letter and on the date of any advance hereunder. The above representations and warranties shall survive the advance of funds under the Loan, and any breach thereof shall be a default under the Loan.

Initials: _____ _____ _____ _____ _____ _____

Positive Covenants:

A. The Borrower shall pay all property taxes and levies against the Property as same come due. In the event of non-payment of property taxes by the Borrower during the Term of the Loan, the Borrower shall also pay to the Lender(s), on the first day of each month, an amount estimated by the Lender(s) to one-twelfth of the annual taxes of the Property. Until there is a default hereunder, the Borrower shall from time to time make payments to the taxing authority when taxes are due. Where the Lender(s) has made tax payments in excess of those collected, such excess amount shall be payable on demand and shall be secured by the Mortgage and bear interest at the interest rate under the Mortgage. After default the Lender(s) may, at its option, pay taxes with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender(s) reserves the right to adjust, from time to time, the estimated monthly property tax amount payable, based on taxes actually levied against the Property.

B. If the Property is zoned as a residential property, the Borrower (or/and the Nominee, as applicable) shall file the relevant returns as prescribed under the *Speculation and Vacancy Tax Act* (the "**SVTA**") and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the SVTA, the Borrower and/ or Guarantor(s) shall immediately pay any taxes applicable under the SVTA when due. The Lender may, at its option, pay any overdue or outstanding taxes under the SVTA with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property:

(a) filing of the relevant returns under the SVTA;
(b) exemption to the taxes under the SVTA; or
(c) payment of the taxes due under the SVTA.

C. If the Property is zoned as a residential property and is situated in the City of Vancouver, the Borrower (or/and the Nominee, as applicable) shall file the relevant returns as prescribed under the *Vacancy Tax (Empty Homes Tax) By-law 11674* (the "**EHTB**") and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the EHTB, the Borrower and/ or Guarantor(s) shall immediately pay any taxes applicable under the EHTB when due. The Lender may, at its option, pay any overdue or outstanding taxes under the EHTB with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property:

(a) filing of the relevant returns under the EHTB;
(b) exemption to the taxes under the EHTB; or
(c) payment of the taxes due under the EHTB.

D. If the Property is zoned as a residential property, and the Borrower (or/and the Nominee, as applicable) is not a "excluded owner" under the definition of the *Underused Housing Tax Act* (the "**UHTA**"), the Borrower (or/and the Nominee, as applicable) shall file the relevant returns as prescribed under the UHTA and any related regulations thereto associated with the Property each and every year, prior to the filing due date. In the event the Property is not exempt under the UHTA, the Borrower and/ or Guarantor(s) shall immediately pay any taxes applicable under the UHTA when due. The Lender may, at its option, pay any overdue or outstanding taxes under the UHTA with respect to the Property and such payments will be added to the principal balance of the Mortgage. The Lender at its sole discretion from time to time may request proof of the following with respect to the Property:

(a) filing of the relevant returns under the UHTA;
(b) exemption to the taxes under the UHTA; or
(c) payment of the taxes due under the UHTA.

E. The Borrower and the Nominee shall maintain Insurance on the Property to the full extent possible at all times while any amount of the Loan is outstanding.

Negative Covenants:

A. The Borrower and the Nominee covenant and agree that they shall not make any arrangement or agreement with the taxing authority to defer payment of any property taxes assessed in respect of the Property.

B. The Borrower and the Nominee covenant and agree that they shall not execute or deliver any further mortgage, charge, lien, or other encumbrance of the Properties and/or any personal property associated therein, failing which, at the option of the Lender(s), the Loan shall immediately become due and payable.

C. The Borrower and the Nominee shall not make any amendment to the existing improvements, and the existing or proposed zoning by-laws affecting the Property, without the prior written consent of the Lender(s) in its sole discretion.

Events of Default:

Each of the following shall constitute an Event of Default in respect of the Loan and this Commitment Letter:

- Failure to pay any interest, principal, fees or other amounts due in connection with this Commitment Letter or any Security Document;
- A default on any obligation under any encumbrance (including without limitation prior mortgages) having priority over this Loan;

- Breach by the Borrower, the Nominee or the Guarantor(s) of any covenant or agreement under or in connection with this Commitment Letter or any of the Security Documents;
- The occurrence of an event of default under any Security Documents;
- Inaccurate or false representations or warranties made by the Borrower under or in connection with this Commitment Letter;
- This Commitment Letter or any document executed in connection therewith or in connection with the Loan or the Security Documents is repudiated by the Borrower or is no longer in force and effect;
- The Borrower (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation;
- A material adverse change occurs in the financial condition, business, property or prospects of the Borrower, the Nominee or the Guarantor(s), as determined by the Lender(s); and
- Change of ownership of the Property without the Lender(s)'s prior written consent.

The foregoing Events of Default shall not in any way affect the right of the Lender(s) to make demand for payment at any time under any loan that is stated to be a demand loan.

Upon the occurrence of any Event of Default, (i) Lender(s) may accelerate the payment of principal and interest under, and cancel any undrawn portion of the Loan, (ii) the ability of the Borrower to obtain further advances under this Commitment Letter shall immediately terminate, and (iii) Lender(s) may, by written notice to the Borrower, declare the advances outstanding under any Loan to be immediately due and payable. The rights of the Lender(s) on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Commitment Letter or any of the Security Documents to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary credit facility made available under this Commitment Letter.

General Terms and Conditions:

A. **Assignment** - this Commitment Letter and the security documents may not be assigned or transferred by the Borrower.

The Lender(s) may participate in, syndicate or assign the Loan at its discretion.

B. **Enurement** - The terms, conditions, representations and warranties expressed herein shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender(s), the Borrower, and shall enure to the benefit of the successors and assigns of the Lender(s).

C. **Non-merger** - The terms of the Security Documents shall not merge with the terms of this Commitment Letter upon disbursement of the Loan. In the event of any conflict between this Commitment and the Security Documents, to the extent only of the conflict, the Lender(s) shall elect which provisions apply.

D. **Net payments** - All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions.

E. **Expropriation** - The proceeds of any expropriation, condemnation, eminent domain or like proceeding or the sale in lieu of or in reasonable anticipation thereof of the whole or part of the Property shall, at the sole option of the Lender(s), be paid to the Lender(s) in priority to any claims of any other party and shall be applied in reduction of any amounts payable hereunder or under security.

F. **Documentation** - All documentation shall be in a form prescribed by the Lender(s) and as approved by its solicitor. The Security Documents are to be prepared by the Lender(s)' solicitor:

Trivium Law
260-4320 Viking Way,
Richmond, BC, V6V 2L4
T: 604-242-1578
F: 604-243-9777

G. **Expenses** - All of the Lender(s)' costs and expenses relating to the Loan, including enforcement costs and legal costs on a solicitor and own client basis, and any reasonable costs and expenses incurred by the Lender(s) due to proceedings under the *Bankruptcy and Insolvency Act* relating to the Borrower, the Nominee and the Guarantor(s) are the joint and several responsibility of the Borrower, the Nominee and the Guarantor(s) and shall be paid by the Borrower, the Nominee, or the Guarantor(s). Such reasonable costs and expenses may be added to the then outstanding principal balance of the Loan and shall bear interest at the interest rate under the Loan.

H. **Information** - The Borrower consent and agree to provide the Lender(s) or its solicitor with such documentation and information, including identification, as the Lender(s) or its solicitors may require to ensure compliance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*

(Canada) and its related regulations, and that provision of such documentation shall be a pre-condition to funding.

I. **Joint Liability** - Where more than one person is liable as Borrower for any obligation under or in connection with this Commitment Letter, then the liability of each such person for such obligation is joint and several with each other such person

J. **Amendment** - Any agreement to alter, modify, or amend the terms of the Loan will only be valid if agreed to in writing by the Lender(s) and the Borrower.

K. **Waiver** - Any failure by the Lender(s) to exercise any rights or remedies hereunder or under the Security Documents shall not constitute a waiver thereof.

L. **Sole Agreement** -This Commitment Letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Commitment Letter, and set forth the entire agreement between the Lender(s) and the Borrower. This Commitment Letter does not, however, serve to operate as a novation.

M. **Confidentiality** -The Borrower agrees that, without the prior written consent of the Lender(s), it shall not provide this Commitment Letter to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not other Lender(s)).

N. **Laws** - This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

O. **Gender** - Whenever the singular or masculine or neuter is used in this Agreement, the same shall be deemed to include the plural or the feminine, or body politic or corporate and the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto, and each of them where the context or the parties so require.

P. **Headings** - The headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

Q. **Payments on Business Day** - Whenever any payment or performance under this Commitment Letter and the Security Documents would otherwise be due on a day other than a day on which chartered banks are open for business in Vancouver except for Saturday and Sunday (each, a "**Business Day**"), such payment shall be made on the following Business Day, unless the following Business Day is in a different calendar month or would fall after the Maturity Date, in which case the payment shall be made on the preceding Business Day.

R. **Counterparts** - This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

1076255 B.C. LTD.

Per: _____ C/S
Authorized Signatory Xiao Song Zheng

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Authorized Signatory Xiao Song Zheng

_____
Xiao Song Zheng

_____
Lei Bun Leung

_____
Xiao Lian Zhang

_____
Johnson Rui Leung

_____
Jon Kit Leung

_____
Karen Leung

PROMISSORY NOTE

AMOUNT: CDN $3,500,000

DATE: 6th the day of October, 2023.

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung

(collectively, the "Lender(s)")

FOR VALUE RECEIVED, the undersigned promises to pay to the Lender(s) the sum of $3,500,000 of lawful money of Canada with interest compounded monthly, not in advance, both after as well as before default, maturity or judgement, at the rate of 15% per annum, provided that after August 6, 2024, the rate of interest shall be 30% per annum, due and to be and fully paid on September 6, 2024.

All payments shall be applied firstly to interest accrued and secondly in payment of all other amounts exclusive of principal owing by the undersigned to the Lender(s) and thirdly in reduction of the said principal sum provided that in the event of default hereunder, the Lender(s) shall apply or re-apply such payments in such manner as the Lender(s) may determine in its sole discretion.

This Promissory Note is in addition to and is not in substitution for or satisfaction of any other debt owing or security instrument or promissory note or notes or mortgage or mortgages granted by the undersigned to the Lender(s).

Presentment, protest, notice of protest and notice of dishonour are hereby waived.

This Promissory Note is given as further collateral security for the Commitment Letter dated September 25, 2023 between the Lender(s) and the undersigned, as the borrower.

The undersigned acknowledges that their obligations under this Promissory Note are joint and several.

IN WITNESS WHEREOF the borrower, LIGHTSTONE DEVELOPMENT LTD. has executed this Promissory Note under seal this as of the date first written above.

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

INTEREST RESERVE AGREEMENT

THIS AGREEMENT is dated for reference October 6, 2023.

BETWEEN:

LIGHTSTONE DEVELOPMENT LTD., a company incorporated under the laws of the Province of British Columbia and having an address at 1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

(hereinafter the **"Borrower(s)"**)

AND:

Lei Bun Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Xiao Lian Zhang, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Johnson Rui Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Jon Kit Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Karen Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

(collectively, the **"Lender(s)"**)

WHEREAS:

A. Pursuant to a Commitment Letter dated September 25, 2023 and amendments thereto from the Lender(s) to the Borrower(s) (the **"Commitment Letter"**), the Lender(s) has agreed to loan the Borrower(s) the principal sum of $3,500,000.00 (the "**Loan**") on the security of, inter alia, a mortgage and assignment of rents (collectively, the "**Mortgage**") executed by the Borrower(s) in favour of the Lender(s) and charging the lands and premises civically described as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as

PID: 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

B. As a condition precedent to the Lender(s) making the advance of the Loan, the Borrower(s) has agreed to provide the Lender(s) the sum of up to $43,750.00 (the "**Interest Reserve**") at such times and in such amounts, and otherwise on such terms and conditions, as more particularly set forth in the Commitment Letter, to service monthly payments due under the Loan and as additional security for the payment and performance of its obligations under the Mortgage.

C. The Lender(s) may require the replenishment of the Interest Reserve from time to time, if not fully paid up, or on renewal of the Loan and those replenished funds shall also be included in the definition of Interest Reserve set out above.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the advance of all or any portion of the Loan, which the Borrower(s) acknowledges to be good, valuable and sufficient in all respects, the Borrower(s) herewith delivers the Interest Reserve to the Lender(s) to be held upon the terms and conditions set forth herein, and the Borrower(s) covenants and agrees with the Lender(s) as follows:

1. The Borrower(s) hereby grants in favour of the Lender(s) a security interest in the Interest Reserve. Until the Loan has been fully paid and satisfied, the Interest Reserve shall be and remain valid and continuing security and shall cover and secure the payment and satisfaction of the Loan.

2. The Borrower(s) acknowledges that the establishment of the Interest Reserve by the Lender(s) constitutes an advance under the Loan.

3. The Borrower(s) shall not be entitled to claim interest on the Interest Reserve.

4. Notwithstanding such deduction from the advance, the Interest Reserve shall be deemed to be advanced and to form part of the principal amount of the Loan and shall accrue interest at the Interest Rate set out herein;

5. the Lender(s) need not keep the Interest Reserve in a separate account and may hold the Interest Reserve in its general accounts and may commingle the Interest Reserve with the Lender(s)'s other monies;

6. in no event shall any interest or other consideration for time value of money shall be payable or due by the Lender(s) to the Borrower(s) for the Interest Reserve;

7. The Lender(s) is hereby authorized in its sole discretion to withdraw funds from the Interest Reserve on a monthly basis, to be applied in satisfaction of the monthly instalments due under the Loan.

8. In the event of any default under or pursuant to the Commitment Letter, the Mortgage or any other security granted by the Borrower(s) in favour of the Lender(s) (collectively the "**Security**"), the Lender(s), at its option and in its sole discretion, may apply all or any portion of the balance of the Interest Reserve then remaining, as the case may be, in reduction of the amount then owing to the Lender(s) under the Loan, interest thereon and all other amounts secured under the Security. Provided that in the event the Lender(s) applies the full amount of the Interest Reserve to the balance owing as aforesaid, the application of such funds shall not remedy the default under the Security nor satisfy the Borrower(s)'s obligations to and covenants with the Lender(s), and the Lender(s) may at any time exercise any or all of its remedies under the Security.

9. The records of the Lender(s) as to payment or satisfaction of the Loan or any part or parts thereof being in default or of any demand for payment or performance having been made shall be prima facie evidence of such default or demand.

10. The Lender(s) may grant extensions, take and give up securities, accept compositions, grant releases and discharges and otherwise make arrangements and deal with the Borrower(s) and with other persons and securities as the Lender(s) may see fit without prejudice to the liability of the Borrower(s) to the Lender(s) of the Lender(s)'s rights to hold, deal with, enforce and realize on the Interest Reserve.

11. All expenses whatsoever incurred by the Lender(s) in applying the Interest Reserve shall be added to and shall be deemed to be a part of the Loan and shall be secured by the Security.

12. The Borrower(s) shall execute and deliver to the Lender(s) all further documents and assurances required by the Lender(s) to give effect to this Agreement and to discharge its obligations.

13. Time shall be of the essence hereof.

14. This Agreement shall be governed by and construed in accordance with the laws of Province of British Columbia and the federal laws of Canada applicable therein.

15. All monetary amounts in this Agreement are expressed in Canadian dollars.

16. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders, "or" is not exclusive and "including" is not limiting, whether or not non-limiting language (such as "without limitation") is used with reference thereto.

17. This Agreement may be executed in counterparts, all of which when so executed shall be deemed to be an original and all when taken together shall constitute one and the same document and execution shall be as binding and effective as if executed as one and may be faxed to the respective parties hereto.

18. The Borrower(s) hereby waives any right to receipt of any financing statement or verification statement as may be filed at the Personal Property Registry of British Columbia in relation to this Agreement.

19. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and it is agreed that reproduction of signatures by way of facsimile or PDF will be treated as though such reproductions were executed originals.

IN WITNESS WHEREOF, the Borrower(s) has hereunto set their hand and seal below as of the date first written above.

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

BRING DOWN CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "Lender(s)")

AND TO: TRIVIUM LAW

RE: Credit Facility of $3,500,000 (the "Loan") to LIGHTSTONE DEVELOPMENT LTD. (the "Borrower") pursuant to a Commitment Letter dated September 25, 2023.

The Credit Facility being secured by, among other things, a Mortgage granted by the Borrower, in favour of the Lender(s) for $3,500,000 charging the lands and premises civically described as 2096 West 47th Avenue, Vancouver, British Columbia; 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

The undersigned hereby certifies that:

(1) the representations and warranties set forth in of the Commitment are true and correct as of the October 6, 2023 with the same force and effect as if made at and as of the October 6, 2023; and

(2) all of the terms, covenants, and conditions of the Agreement to be performed or complied with by the undersigned at or prior to the advance of funds the Loan pursuant to the conditions as set out under the Commitment have been performed and complied with.

Dated October 6, 2023

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

1076255 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

1218548 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

_____
Xiao Song Zheng

ENVIRONMENTAL INDEMNITY AGREEMENT

This Agreement is made as of the 6th day of October, 2023.

AMOUNG:

LIGHTSTONE DEVELOPMENT LTD., a company duly incorporated under the laws of British Columbia with its registered and records office at 1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

(the "**Borrower**")

AND:

1076255 B.C. LTD., a company duly incorporated under the laws of British Columbia with its registered and records office at 1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

1218548 B.C. LTD., a company duly incorporated under the laws of British Columbia with its registered and records office 2900 - 550 Burrard Street, Vancouver, BC V6C 0A3

Xiao Song Zheng, an individual with an address at 6261 Adera Street, Vancouver, BC V6M 3J5

(collectively, the "**Guarantor(s)**")

AND:

Lei Bun Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Xiao Lian Zhang, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Johnson Rui Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Jon Kit Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Karen Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

(collectively, the "**Lender(s)**")

A. The Lender(s) has authorized in favour of the Borrower, a loan in the principal amount of $3,500,000 (the "**Loan**") pursuant to the terms of a Commitment Letter from the Lender(s) to the Borrower dated September 25, 2023 and on certain conditions including among other things, the granting to the Lender(s) of a Mortgage (the "**Mortgage**") charging the legal and beneficial interest in the lands and premises located at 2096 West 47th Avenue, Vancouver, British Columbia and legally described as PID No. 031-145-884, LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 (the "**Lands**");

B. One of the conditions precedent to providing the Loan to the Borrower is the making by the

Borrower and the Guarantor(s) of the covenants and agreements contained in this Agreement; and

C. The Guarantor(s) has related business interests to the Borrower and have requested the Lender(s) to provide the Loan to the Borrower.

In consideration of the provision of the Loan to the Borrower and for other good and valuable consideration the receipt and sufficiency of which is acknowledged the Borrower and the Guarantor(s) agrees with the Lender(s) as follows:

1. DEFINITIONS

(a) "**Environmental Laws**" means:

(i) all statutes, laws and regulations including without limitation:

A. the *Environmental Management Act*, SBC 2003, c.53 (the "**Environmental Management Act**"); and

B. the *Contaminated Sites Regulations* (the "**Contaminated Sites Regulations**")

and any successor legislation and regulation and all amendments thereto and including the principles of common law and equity,

(ii) all orders, bylaws, standards, guidelines, permits and all other lawful requirements of any federal, provincial, municipal or other governmental authority, including without limitation a Manager appointed under the *Environmental Management Act* and/or the *Contaminated Sites Regulations*, having application to and/or jurisdiction over the Lands now or hereafter in force with respect in any way to the environment, including without limitation matters concerning health, occupational health and safety, product liability, transportation and/or storage of dangerous goods.

(b) "**Hazardous Substance**" means any radioactive materials, asbestos materials, petroleum and petroleum by-products, urea formaldehyde, polychlorinated biphenyls, underground or aboveground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance, the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under the Environmental Laws.

(c) "**Prohibited Act**" means any act, activity or conduct which might result in a breach of the Environmental Laws.

(d) "**Securities**" means any and all security granted by the Borrower or the Guarantor(s) to the Lender(s) as security for repayment of the Loan.

2. REPRESENTATIONS AND WARRANTIES:

To the best of the Borrower's and the Guarantor(s)'s knowledge, after due inquiry and investigation, except as previously disclosed to the Lender(s) in writing:

(a) The Lands and its use have been, and continues to be in compliance with all Environmental

Laws, and the Lands do not contain any Hazardous Substance other than in compliance with all Environmental Laws;

(b) There have been no past, and there are no pending or threatened:

(i) claims, complaints, notices or requests for information received by or known to either the Borrower or the Guarantor(s) with respect to any alleged violation of any applicable Environmental Laws;

(ii) complaints, notices or inquiries to the Borrower or the Guarantor(s) regarding potential liability under any applicable Environmental Laws; or

(iii) claims, complaints, notices, or requests to the Borrower or the Guarantor(s) requiring investigation or remediation under any applicable Environmental Laws that, singularly or in the aggregate, have, or may be reasonably expected to have, a material adverse effect upon the Lands or the Borrower's business;

(c) There have been no releases or threatened releases of Hazardous Substances in violation of any applicable Environmental Law at, on, above or under the Lands or in the groundwater beneath the Lands, which singularly or in the aggregate may be reasonably expected to have a material adverse effect on the Lands or the Borrower's business;

(d) The Borrower has been issued and is in material compliance with all permits, certificates, approvals, licences and other authorizations relating to environmental matters that are required pursuant to any Environmental Law and necessary for Borrower's business;

(e) There are no underground storage tanks, or water, gas or oil wells, active or abandoned, including petroleum storage tanks, on or under the Lands that, singularly or in the aggregate, may be reasonably expected to have a material adverse effect upon the Lands or the Borrower's business; and

(f) No conditions exist at, on or under the Lands which, with the passage of time or the giving of notice, or both, would give rise to liability under any Environmental Law.

3. COVENANTS

The Borrower and the Guarantor(s) jointly and severally covenant to:

(a) ensure that at no time will any Hazardous Substance be used, brought upon or stored on the Lands other than in compliance with all Environmental Laws; and if any Hazardous Substance exists on the Lands which is required to be removed by any governmental authority or the Lender(s), the Borrower and/or the Guarantor(s) will immediately remove it or cause it to be removed in compliance with the Environmental Laws;

(b) cause the Lands and all tenants and occupants of the Lands and its use at all times to comply with the Environmental Laws;

(c) at all times comply with the Environmental Laws in respect of the Lands;

(d) ensure no Prohibited Act is being done on the Lands nor will any such act be done on the Lands in the future; and if any Prohibited Act is being done on the Lands, the Borrower and the Guarantor(s) will immediately stop doing such act or cause it to be stopped;

(e) do all lawful things to reduce or eliminate their liability under the Environmental Laws with respect to the Lands;

(f) observe and follow and will take all reasonable action to cause all of the tenants and occupants of the Lands to observe and follow any recommendation contained in any study or audit referred to in this Agreement;

(g) promptly notify the Lender(s) in writing (and provide whatever information the Lender(s) may reasonably request with respect thereto):

(i) upon becoming aware of the occurrence of any violation of any Environmental Law or permit related to Hazardous Substances, or the receipt of notice of any alleged violation or the receipt of a compliance order;

(ii) of the Borrower' intended response thereto; and

(iii) of all other communications with federal, provincial or municipal officials or agencies relating to Hazardous Substances.

4. BREACH OF COVENANT OR AGREEMENT

If at any time a breach of any covenant or agreement contained in this Agreement occurs, then the Borrower and the Guarantor(s) will take immediate steps to rectify such breach of covenant or agreement and if they refuse to do so immediately upon the making of any order or direction referred to in this Agreement or on the requirement of the Lender(s), then the Lender(s) may (but shall not be obligated to) take such steps and do such things as may be requisite to cure their default or breach and the cost of taking all such steps or doing all such things shall be paid by them to the Lender(s) and in default of such payment may be added to and form part of the money secured by the Mortgage.

5. INDEMNITY

The Borrower and the Guarantor(s) will at their cost, indemnify, protect, defend and save harmless the Lender(s) and its successors and assigns and their respective directors, officers, agents, attorneys and employees (collectively the "**Indemnitees**" and individually an "**Indemnitee**") from and against all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, fees, disbursements and costs of lawyers, environmental consultants and experts), and all foreseeable and unforeseeable consequential and other damages of any kind or of any nature whatsoever (collectively "**Losses**") which may at any time be imposed upon, incurred or suffered by or asserted or awarded against any Indemnitee directly or indirectly relating to or arising from any breach of the Borrower or Guarantor(s)'s covenants and agreements contained in this Agreement, or any Hazardous Substance which originated on or from the Property at any time, past, present or future (collectively "**Environmental Matters**"), including, without limitation:

(a) any past, present or future presence of any Hazardous Substance on, or in, under or affecting all or any portion of the Property or on, in, under or affecting all or any portion of any property adjacent or proximate to the Property;

(b) any past, present or future storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Substance on, in, under or from the Property;

(c) any violation at any time of any Environmental Laws;

(d) the failure of the Borrower to properly complete, obtain, submit or file any notice, permit, licence, authorization, covenant or similar item relative to any Environmental Matters described herein in connection with the Property or the ownership, use, operation or enjoyment thereof;

(e) the extraction, removal, containment, transportation or disposal of any Hazardous Substance from any portion of the Property or any other property adjacent or proximate to the Property;

(f) any past, present or future presence, operation, closure, abandonment or removal from the Property of any storage tank which at any time contained any Hazardous Substance;

(g) the implementation and enforcement of any monitoring, notification or other precautionary measures which may at any time become necessary to protect against the release or discharge of Hazardous Substances on, in, under or affecting the Property or into the air, any body of water, any other public domain or any property adjacent or proximate to the Property;

(h) any failure of any Hazardous Substances generated or moved from the Property to be removed, contained, transported and disposed of in compliance with all applicable Environmental Laws; or

(i) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Substances or violation of any Environmental Law occurring or allegedly occurring at any time.

6. SURVIVAL

The indemnity provided under this Agreement is given solely to protect the Indemnitees against Losses and not as additional security for, or as a means of repayment of, the Loan. Accordingly, the obligations of the Borrower and Guarantor(s) under this Agreement shall be independent of, and shall not be measured or affected by:

(a) any amounts at any time owing in respect of the Loan;

(b) the sufficiency or insufficiency of the Securities;

(c) any consideration given by the Lender(s) or any other party in any realization proceedings to acquire any property mortgaged or charged by the Securities;

(d) the discharge of the Mortgage or repayment in full of the Loan (including, without limitation, by amounts paid); or

(e) any exculpatory provisions in any laws or documentation limiting the Lender(s)'s rights to recover a deficiency judgment.

7. AUDIT

The Lender(s) may at the Borrower's and the Guarantor(s)'s cost commission the making of an environmental study or audit to:

(a) determine if any Hazardous Substance exists on the Lands,

(b) determine if any Prohibited Act is being done on the Lands,

(c) determine if any tenant or any occupant of the Lands is in compliance with the Environmental Laws,

(d) make recommendations respecting the use of the Lands.

The person commissioned to make the environmental study or audit may enter on the Lands, interview any person employed by the Borrower and/or the Guarantor(s) and any tenants or occupants of the Lands and conduct such physical tests as such person considers necessary, but in conducting such tests, such person shall not unnecessarily interfere with the Borrower and/or the Guarantor(s) or any tenant or occupant of the Lands and their use of the Lands. The exercise of any of the powers enumerated in this paragraph shall not deem the Lender(s) or its agent to be in possession, management or control of the Lands and the buildings located upon the Lands.

8. GENERAL

(a) No failure or delay by the Lender(s) in the exercise of any power or right under this Agreement constitutes a waiver thereof, nor does any exercise of any such power or right preclude any other exercise of same. Each power and right under this Agreement is cumulative with, and not exclusive of, any power or right otherwise available.

(b) No modification or waiver of this Agreement is binding on the Lender(s) unless made in writing and signed by a duly authorized officer of the Lender(s).

(c) If any part or provision of this Agreement is determined to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part had been deleted.

(d) This Agreement shall not operate so as to create any merger or discharge of the Loan, or any security or documentation contemplated therein including without limitation, the Mortgage.

(e) The taking of a judgment with respect to any of the security or documentation contemplated in the Loan will not operate as a merger of any of the terms, conditions, covenants, agreements or provisos contained in this Agreement.

(f) This Agreement is in addition to and not in substitution for any other guarantee or any debenture, mortgage, note, pledge or other security or evidence of liability held by the Lender(s), all of which will be construed as complementary to each other. Nothing in this Agreement prevents the Lender(s) from enforcing any other guarantee or any debenture, mortgage, note, pledge or other security or evidence of liability in accordance with its terms.

(g) The Borrower and the Guarantor(s) consent to the Lender(s) assigning, transferring or selling all or any portion of its interest under this Agreement and without limiting the foregoing, the Lender(s) may enter into participation, co-lending or syndication agreements with other mortgagees in connection with this Agreement. The Lender(s) may provide information of a financial or other nature to any prospective assignee, transferee, purchaser or other mortgagee, concerning the Borrower, the Guarantor(s) and this Agreement.

(h) Any notice required or desired to be given by one party to the other may be given by delivery or by facsimile transmission or by registered or certified mail to the addresses of the Lender(s), the Borrower and the Guarantor(s) as set out on page one of this Agreement, as the case may be and

such notice, if given by mail, shall, in the absence of a threatened or actual postal disruption, be deemed to have been received five days after mailing. In the event of a threatened or actual postal disruption, any notice shall be given by delivery or facsimile transmission to the party to whom it is to be given and the notice shall be deemed received on the day it is delivered or transmitted.

(i) This Agreement and the rights and obligations of the Borrower and the Guarantor(s) and the Lender(s) under it are governed by and construed according to the laws of British Columbia.

(j) For the purposes of this Agreement, all references to the singular include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate, and vice versa.

(k) Time is of the essence of this Agreement.

(l) Any legal action or proceeding with respect to this Agreement may be brought in the courts of British Columbia or in such other courts as the Lender(s) in its sole discretion elects and the Borrower and the Guarantor(s) irrevocably submits to each such jurisdiction.

(m) This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which together will constitute one and the same document, and such will not affect the obligations of the Borrower and the Guarantor(s) under this Agreement.

(n) The Borrower and the Guarantor(s) will promptly do all further acts and execute and deliver further documents as the Lender(s) considers necessary or advisable to carry out the terms or intent of this Agreement.

(o) This Agreement is binding on and enures to the benefit of the Lender(s) and the Borrower and the Guarantor(s) and their executors, administrators, successors and assigns and to any person to whom the Lender(s) may grant any participation in this Agreement, the Loan or any power, remedy or right of the Lender(s) under this Agreement.

(p) If the Borrower or the Guarantor(s) consist of more than one party, this Agreement will be read with all necessary grammatical changes and each reference to the Borrower and/or the Guarantor(s) include each and every such person or corporation individually. All covenants and agreements herein of each of the Borrower and the Guarantor(s) are the joint and several covenants and agreements of each such person or corporation.

[Execution Page of Environmental Indemnity Agreement on Next Page]

[Execution Page of Environmental Indemnity Agreement from LIGHTSTONE DEVELOPMENT LTD., 1076255 B.C. LTD., 1218548 B.C. LTD., Xiao Song Zheng, in favour of Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung]

IN WITNESS whereof the parties hereto have executed this Agreement as of the date and year first above written.

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ SEAL
Xiao Song Zheng

1076255 B.C. LTD.

Per: _____ SEAL
Xiao Song Zheng

1218548 B.C. LTD.

Per: _____ SEAL
Xiao Song Zheng

SIGNED by **Xiao Song Zheng** in the presence of:

_____
Witness Signature

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

_____
Witness Name

_____
Witness Address

_____ SEAL
Xiao Song Zheng

AUTHORIZATION TO AMEND OR COMPLETE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "Lender(s)")

AND TO: TRIVIUM LAW

RE: Credit Facility of $3,500,000 (the "Loan") to LIGHTSTONE DEVELOPMENT LTD. (the "Borrower") pursuant to a Commitment Letter dated September 25, 2023 (the "Commitment").

The Credit Facility being secured by, among other things, a Mortgage granted by the Borrower, in favour of the Lender(s) for $3,500,000 charging the lands and premises civically described as 2096 West 47th Avenue, Vancouver, British Columbia; 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

The undersigned hereby authorize and direct the Lender(s) and/or its solicitors, Trivium Law, to complete blanks, including dates, and to affix seals to all security and loan documents executed in relation to the Loan.

Dated at Vancouver, BC, this 6th day of October, 2023.

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

1218548 B.C. LTD.

Per: _____
Xiao Song Zheng

_____
Xiao Song Zheng

GENERAL SECURITY AGREEMENT

Dated for reference 6th day of October, 2023.

BETWEEN:

LIGHTSTONE DEVELOPMENT LTD., a company incorporated under the laws of the Province of British Columbia and having an address at 1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

(the **"Debtor"**)

AND:

Lei Bun Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Xiao Lian Zhang, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Johnson Rui Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Jon Kit Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Karen Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

(collectively, the **"Secured Party"**)

In consideration of the Secured Party dealing with the Debtor pursuant to a Commitment Letter dated September 25, 2023, as amended from time to time, and relating to a credit facility registered in the amount of $3,500,000 and charging the lands and premises civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as:

PID: 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

along with one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Debtor, and the covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following words and phrases shall have the following respective meanings:

(a) "Accounts Receivable" means all debts, accounts, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor;

(b) "Agreement" means this agreement and all amendments made thereto by written agreement between the Secured Party and the Debtor, and the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular paragraph, subparagraph or other portion hereof and include any agreement supplemental hereto;

(c) the terms "accessions", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein in lower case letters shall have the meanings given to those terms in the *Personal Property Security Act* (BC) – (the "PPSA"), as now enacted or as the same may from time to time be amended, re-enacted or replaced;

(d) "Books and Records" means all books, papers, accounts, invoices, documents, and other records in any form evidencing or relating to any of the Collateral, and all contracts, securities, instruments and other rights and benefits in respect there of;

(e) "Collateral" means all of the present and future undertaking and property, both real and personal, of the Debtor, including without limitations, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, or entitled to or hereafter be acquired by the Debtor in Accounts Receivable, Inventory, Equipment, chattel paper, Documents of Title, Securities and Instruments, Intangibles, money, Books and Records and all replacements of, substitutions for Proceeds thereof, and any reference to "Collateral" shall be deemed a reference to "Collateral or any party thereof;

(f) "Documents of Title" means all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(g) "Equipment" means all machinery, equipment, fixture, furniture, plat, vehicles and other tangible personal property which are not Inventory;

(h) "Intangibles" means all intangibles other than Accounts Receivable including, without limitation, all goodwill, patents, trademarks, copyrights and other industrial property;

(i) "Inventory" means all inventory of whatever kind and wherever situated including, without limitation, all goods held for sale or lease or furnished or to be furnished under contracts for service or used for consumed in the business (or profession) of the Debtor;

(j) "Obligations" means all obligations of the Debtor to the Secured Party including, without limitation, all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, whenever and howsoever incurred, in any currency at any time owing by the Debtor to the Secured Party or remaining unpaid by the Debtor to the Secured Party and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatsoever a creditor of the Debtor and wherever be or become in any manner whatsoever a creditor of the Debtor and wherever incurred and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest commissions, legal and other costs, charges and expenses;

(k) "Proceeds" means all proceeds of any kind whatsoever including, without limitation, all personal property in any form or fixtures, derived directly or indirectly from any dealing with

such property or that indemnifies or compensates for the loss of or damage to such property; and

(l) "Securities and Instruments" means all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments.

2. SECURITY INTEREST

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in the Collateral

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR

The Debtor hereby represents, warrants and covenants to and with the Secured Party that:

(a) this Agreement constitutes a legal and valid agreement binding upon the Debtor enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;

(b) all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or *pari passu* with the security interest granted hereby;

(c) the Debtor's principal place of business and the location of the office where it keeps its records respecting the Accounts Receivable, is the address of the Debtor shown above, and the Debtor shall not change its principal place of business and the location of the office where it keeps its records respecting the Accounts Receivable, or move any of the Inventory, Securities or Equipment from the locations specified in any schedule hereto, without the prior written consent of the Secured Party;

(d) it shall ensure that the representations and warranties set forth in this paragraph 3 shall be true and correct at all times;

(e) the Debtor shall maintain, use and operate the collateral and carry on the conduct its business in a lawful and business-like manner;

(f) the Debtor shall not permit the Collateral to be affixed to real or personal property so as the become a fixture or accession without the prior written consent of the Secured Party;

(g) the Debtor shall defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and, except as otherwise provided herein, shall keep the Collateral free and clear of all security interests, mortgages, charges, liens, and other encumbrances or interests except for those expressly permitted herein or hereafter approved in writing by the Secured Party prior to their creation or assumption;

(h) the Debtor shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied assessed or imposed in respect of the Collateral or any part thereof as and when the same

shall become due and payable, and shall exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;

(i) the Debtor shall from time to time forthwith at the request of the Secured Party furnish to the Secured Party in writing all information requested relating to the Collateral, and the Secured Party shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party shall have access to all premises occupied by the Debtor or where the Collateral may be found;

(j) the Debtor shall from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest granted hereby, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient; and

(k) the Debtor shall pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limitation, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement including, without limitation, protecting and preserving the security interest granted hereby and enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and from part of the Obligations secured hereunder.

4. INSURANCE

At all times while this Agreement is in effect, the Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss are customarily insured against on this type of Collateral, in any amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to the Secured Party. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and shall provide that the insurer will give the Secured Party's interests may appear, and shall provide that the insurer will give the Secured Party at least 30 days written notice of intended cancellation. At the Secured Party's request, the Debtor shall furnish the Secured Party with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor shall give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this paragraph, the Secured Party shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor form any obligation hereunder or waiving any rights to enforce this Agreement, to perform any of all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations shall be immediately due and payable by the Debtor.

5. DEALING WITH COLLATERAL

(a) Dealing with Collateral by the Debtor. The Debtor shall not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Debtor may, until an Event of Default occurs, sell items of Inventory in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the security interest granted hereby and all money received by the Debtor shall be received as trustee for the Secured Party and shall be held separate and apart from other money of the Debtor and shall be paid over to the Secured Party upon request;

(b) Registration of Securities. If an Event of Default has occurred and is continuing, the Debtor shall forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement;

(c) Notification of Account Debtor. If an Event of Default has occurred and is continuing, the Secured Party may give notice of this Agreement and the security interest and assignment granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor to make all further payments to the Secured Party, and any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request;

(d) Purchase-Money Security Interests. The Debtor shall be permitted to grant purchase-money security interests in the ordinary course of its business in connection with the purchase or lease of Inventory or Equipment; provided that the foregoing shall not constitute a subordination of the security interests granted hereby to such purchase-money security interests or a waiver by the Secured Party of the requirements prescribed by statute which, if complied with, would result in such purchase-money security interests ranking in priority to the security interest granted hereby; and

(e) Application of Funds. Except where the Debtor, when not in default hereunder, so directs in writing at the time of payment, all money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

6. DEFAULT AND REMEDIES

(a) Events of Default. The debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

(i) the Debtor fails to pay to the Secured Party any sum when due;

(ii) the Debtor fails to perform when due any of its obligations under paragraph 4;

(iii) the Debtor fails to observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this subparagraph 6(a)) and such

default is not remedied within 10 days after notice has been given by the Secured Party to the Debtor specifying such default and requiring the Debtor to remedy same;

(iv) any representation or warranty made by the Debtor herein or in any document or certificate furnished at any time to the Secured Party in connection herewith shall prove to be incorrect or misleading in any material respect;

(v) the Debtor is in default under any other agreement with the Secured Party;

(vi) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;

(vii) the Debtor shall be an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commit or threaten to commit any act of bankruptcy;

(viii) the commencement of any proceeding or the taking of any step by or against the Debtor for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Debtor or the Collateral;

(ix) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and the same is not released, bonded, satisfied, discharged or vacated within the shorter of a period of 14 days and 10 days less than such period as would permit such property or any part thereof to be sold pursuant thereto; or

(x) the Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being further encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process.

(b) Remedies. Upon the occurrence of any Event of Default and at any time thereafter, any or all of the Obligations shall at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without further demand or notice, both of which are expressly waived; the obligations, if any of the Secured Party to make further advances to the Debtor shall cease; any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable; and the Secured Party shall have, in addition to any right or remedy provided by law, the rights and remedies set out below, all of which rights and remedies shall be enforceable successively, concurrently and/or cumulatively:

(i) the Secured Party may be appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this subparagraph 6(b) shall include any Receiver so appointed and the agents, officers and employees of such Receiver, and the Secured

Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(iv) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(v) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;

(vi) the Secured Party may retain the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law; and

(vii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the security interest granted by this Agreement.

(c) Additional Provisions on Realization. The Debtor further agrees with the Secured Party that:

(i) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Collateral;

(ii) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and other and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

(iii) the facilitate the realization of the Collateral, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires, free of charge, and the Secured Party shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(iv) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the retaking, holding,

repairing, processing, preparing for disposition and disposing of the Collateral including, without limitation, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to and form party of the obligations hereby secured;

(v) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured; and

(vi) any proceeds of realization of the Collateral may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Collateral as above described and any balance of such proceeds shall be applied by the Secured Party to payment of the Obligations in such order as the Secured Party may see fit; if there is any surplus remaining, it shall be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining shall be paid to the Debtor; if the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor shall be liable to pay any deficiency to the Secured Party forthwith on demand.

7. GENERAL PROVISIONS

Benefit of the Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the heirs, executors, administrators, successors and assigns of the Secured Party. If there is more than one Debtor named herein, the term "Debtor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the obligations shall include those of all or any one of them and no Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full.

(a) Entire Agreement. This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor except as expressly set forth herein.

(b) No Waiver. No delay or failure by the Secured Party in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

(c) Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

(d) Notices. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or registered mail,

addressed to the recipient at its address shown above, delivery or registered mail, addressed to the recipient at its address shown above, or such other address or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery.

(e) Modification. This agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

(f) Additional Continuing Security. This Agreement and the Security interest granted hereby are in addition to and not in substitution for any other or hereafter held by the Secured Party and this agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

(g) Headings. The division of this Agreement into paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(h) Gender. In this agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

(i) Discharge. The debtor shall not be discharged from any of the Obligations or from this Agreement except by al release or discharge signed in writing by the Secured Party.

(j) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

(k) Executed Copy. The Debtor acknowledges receipt of a fully executed copy of this agreement.

Officer Certification:

EXECUTION DATE

Officer Signature(s) Y M D

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

2023-10-06

Officer Certification

LIGHTSTONE DEVELOPMENT LTD.
by its authorized signatory:

C/S

Name: Xiao Song Zheng

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia), to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

ASSIGNMENT OF INSURANCE

INSURED: LIGHTSTONE DEVELOPMENT LTD.

RE: 2096 West 47th Avenue, Vancouver, British Columbia
PID: LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453
(the **"Property"**)

LENDER(s): Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "**Lender**")

The undersigned hereby transfers, assigns and sets over to the Lender, as 4th loss payee, after the amounts due and payable to NATIONAL BANK OF CANADA, PETERSON INVESTMENT GROUP INC., and WESTMOUNT WEST SERVICES INC., as their interest may appear, all of the undersigned's right, title and interest under all policies of insurance acquired or to be acquired by the undersigned affecting the Property and all benefits and advantages to be derived therefrom. This Assignment shall be supplementary to and shall not in any way derogate from the endorsements in favor of the Lender on all insurance policies relating to the Property.

Nothing in this Assignment shall obligate the Lender to maintain or pay for any obligations in respect of such policies of insurance.

DATED at Vancouver, British Columbia, this 6th day of October, 2023.

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

UNDERTAKING TO NOT TAKE FURTHER FINANCING

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "Lender(s)")

AND TO: Trivium Law

RE: Credit Facility of $3,500,000 (the "Loan") to LIGHTSTONE DEVELOPMENT LTD. (the "Borrower") pursuant to a Commitment Letter dated September 25, 2023

The Credit Facility being secured by, among other things, a Mortgage granted by the Borrower, in favour of the Lender(s) for $3,500,000 charging the lands and premises civically described as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as: 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 (the "Property")

The undersigned hereby undertake to the Lender(s) that while the Loan or any portion thereof is outstanding or the Mortgage against the Property remains in place, the Borrower will not take on further financing or grant any additional mortgage in respect of the Property, save and except as disclosed to and approved in advance in writing by the Lender(s).

DATED at Vancouver, BC, Canada, this 6th day of October, 2023

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

1076255 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

ACKNOWLEDGMENT OF RECEIPT OF STANDARD MORTGAGE TERMS

The undersigned hereby acknowledges the receipt from the Lender(s), at or prior to the time of execution of the Form B Land Title Act mortgage (the "Mortgage") by the undersigned, of a true copy of the following:

1. a set of the Prescribed Mortgage Terms; and
2. a copy of the Mortgage – Part 1 (Form B Land Title Act) described below and any Schedule(s) referred to therein.

DATED in Vancouver, BC, this 6th day of October, 2023

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

1218548 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

1076255 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

_____
Xiao Song Zheng

DESCRIPTION OF MORTGAGE

Name of Lender(s):	Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung
Principal Amount:	$3,500,000
Name of Mortgagor(s):	LIGHTSTONE DEVELOPMENT LTD.
Name of Covenantors(s):	1218548 B.C. LTD., Xiao Song Zheng, 1076255 B.C. LTD.

Parcel Identifiers and Legal Descriptions:

031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

STATUTORY DECLARATION

CANADA	)	**In the Matter of Title to:**
	)	2096 West 47th Avenue, Vancouver, British Columbia,
Province of British Columbia	)	legally described as: 031-145-884; LOT 1 BLOCK 2
	)	DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER
TO WIT:	)	DISTRICT PLAN EPP91453 (the **"Property"**)
	)	
	)	And in the Matter of a loan (the "**Loan**") in the sum of
	)	$3,500,000 supported by a Commitment Letter dated
	)	September 25, 2023 (the "**Commitment Letter**"), and a
	)	Mortgage and Assignment of Rents, and other security
	)	documents (collectively, the "**Security Documents**") issued
	)	by LIGHTSTONE DEVELOPMENT LTD. (the
	)	"**Company**") in favour of Lei Bun Leung, Xiao Lian Zhang,
	)	Johnson Rui Leung, Jon Kit Leung, Karen Leung
	)	(collectively, the "**Lender(s)**")

I, Xiao Song Zheng, of Vancouver, B.C.,
SOLEMNLY DECLARE THAT:

1. I am the director of the Company and as such have knowledge of the matters hereinafter deposed.

2. The Company is the beneficial owner and shall remain the beneficial owner of the Property on October 6, 2023.

3. I hereby certify that as of the date of advance, all representations and warranties contained in Security Documents and the Commitment Letter are or will be true and accurate and all conditions precedents to funding will be fulfilled. In the event that any matter is not fulfilled or complied with prior to funding, I will immediately draw it to the attention of the Lender(s).

4. There is not now pending against the Company, nor is there threatened against it any litigation or proceedings by or in any court, tribunal or governmental agency, where the outcome of which, if adversely determined, would materially adversely affect the business, financial status or continued operations of the Company, the Company's assets and properties, or the Company's ability to perform its obligations under the Security Documents and the Commitment Letter, at law or in equity, and there is no unsatisfied or outstanding judgment, order, regulation, injunction or decree of any court, tribunal or governmental agency which materially adversely affect the business, financial status or continued operations of the Company, the Company's assets and properties, or the Company's ability to perform its obligations under the Security Documents and the Commitment Letter, at law or in equity.

5. The Company is not in default in the payment of any taxes, rates or assessment having priority over the charge created by the Security Documents. The Company is not in default nor has any event or circumstances occurred which, but for the passage of time or giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument, or agreement, to which it is a party.

6. Neither the creation, authorization, execution or delivery of the Security Documents nor the performance of the obligations of the Company thereunder conflicts or will conflict with or result or will result in a breach of any of the terms, provisions or conditions of any agreement or

instrument to which the Company is a party or by which it is bound, or of any law or any regulation, order, writ, injunction or decree of any court, tribunal or governmental agency or the Notice of Articles and Articles of the Company.

7. All financial statements presented to the Lender(s) are true and correct in all material respects as of the date and for the periods indicated and have been prepared in accordance with Canadian generally accepted accounting principles and disclose to the Lender(s) all information relevant to the Lender(s) in respect of assessing the financial status of the Company for the purpose of the Loan.

8. I hereby certify and declare, that the Company is a resident of Canada within the meaning of the *Income Tax Act*.

9. The Company has never committed an act of bankruptcy or made an assignment or proposal under the *Bankruptcy and Insolvency Act* or *Company Creditors Arrangement Act* and no bankruptcy petition has ever been filed or presented against the Company.

10. The Company do not have any indebtedness which might by operation of law or otherwise arise under the:

a. Builders Lien Act, S.B.C. 1997, c. 43;
b. Employment Standards Act, R.S.B.C. 1996, c. 113;
c. Fire Services Act, R.S.B.C. 1996, c. 144;
d. Provincial Sales Tax Act, S.B.C. 2012, c. 35;
e. Provincial Sales Tax Transitional Provisions and Amendment Act, 2013, S.B.C. 2013 c.1;
f. Utilities Commission Act, R.S.B.C. S.C. 1996, c. 473;
g. Workers Compensation Act, R.S.B.C. 1996, c. 492;
h. Income Tax Act, R.S.C. 1985, 5th Supplement, c. 1;
i. Excise Tax Act, R.S.C. 1985, c. E-15;
j. Safety Standards Act, S.B.C. 2003, c.39;
k. Social Services Tax Act, R.S.B.C., 1979, c.388;
l. Corporation Capital Tax Act, R.S.B.C. 1996, c. 73

(and all amendments thereto)

or other statutes under which a lien can be attached to the Company's personal and real property that would be capable of taking priority over the Security Documents in favour of the Lender(s) to the extent that the remittances are current.

11. To the best of my knowledge, except as disclosed to the Lender(s) in writing, there are no toxic or hazardous materials, such as:

a. urea formaldehyde foam insulation;
b. asbestos;
c. petroleum, oil or other fuels;
d. any explosive or radioactive material, waste or substance;
e. poly-chlorinated biphenyls; or
f. any substance or material which may fall within the definition of "'waste", "special waste", "hazardous waste", "dangerous goods", "pollutants", "contaminant", any variation of such terms or any terms of similar import in the *Waste Management* (British Columbia), the *Canadian Environmental Protection Act* (Canada), the *Transportation of Dangerous*

Goods Act (Canada), each as at the date hereof, or in any other applicable environmental laws or regulations;

or any other material which constitutes a health or fire hazard within, under or on the Property.

12. To the best of my knowledge, after prudent due diligence, all information which has been provided to the Lender(s) relating to the Property, by the Company are true and correct in all material respects and no material fact or facts have been omitted therefrom which would make such information misleading and, without limiting the generality of the foregoing, the Company has not failed to disclose to the Lender(s) any facts or information which would be material to a lender in respect to the Property.

13. To the best of my knowledge, there is no liens or other encumbrances in existence or imminent arising under any federal or provincial statute encumbering or affecting or which may encumber or affect the Property or any chattel of fixture being mortgaged to the Lender(s) therewith.

14. To the best of my knowledge, all by-laws, regulations, ordinances and orders pertaining to the Property or any part thereof have been and are being complied with.

15. To the best of my knowledge, there are no outstanding work orders relating to the Property issued by the fire marshal or any civic authority.

16. To the best of my knowledge, the Property has never been used for manufacturing, growing or distributing illicit drugs including, but not limited to, marijuana and methamphetamines. I do not and have never used the Property for manufacturing, growing or distributing illicit drugs including, but not limited to, marijuana and methamphetamines.

17. To the best of my knowledge, all buildings, structures and other improvements on the Property, whether above or below ground level, are within the boundaries of the Property and are in compliance with the building and zoning regulations of all authorities having jurisdiction.

18. To the best of my knowledge, there have been no notices of non-compliance received from any governmental body which may have any authority

19. To the best of my knowledge, the Company is not in default or in violation of, in any material respect, any applicable law, decree, order, rule or regulation or any indenture, agreement, lease, deed of trust, mortgage, bond or other evidence of indebtedness or other instrument by which it is bound.

20. To the best of my knowledge all accounts due for work done and materials furnished or used for or in connection with the Property have been paid for, and no monies are owing in respect thereof, either to any material men, contractor, or workmen, or anyone whomsoever. No person or corporation has any right to any lien or liens against the Property.

21. To the best of my knowledge, no third party have any claim or potential claim against the Property or the Company's interest in the Property.

22. The Company is not a reporting Company.

23. The Company is a British Columbia Company, is not registered to carry on business in any other Province or jurisdiction and does not carry on business in any other Province or jurisdiction.

24. I have kept or caused to be kept at the Records Office of the Company which is situated at 1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5, all the records of the Company required to be kept pursuant to the provisions of the *Business Corporations Act,* S.B.C., 2002, as amended.

25. I have attended upon the said Record Office and have reviewed all the records of the Company, and in particular, without limiting the generality of the foregoing, the Company's register of debentures and copies of every mortgage created or issued by the Company whether or not required to be registered with the Registrar of Companies.

26. If the Property is a residential property, the Company has claimed an exemption or exemptions under the *Speculation and Vacancy Tax Act* declaration(s), return(s) or filing(s) relating to the Property for all applicable reporting years for the duration of the Company's ownership of the Property, and such status declaration(s) is/are true and accurate in all respects and no amount is owing or will be owing with respect to such *Speculation and Vacancy Tax Act* declaration(s).

27. If the Property is located in the city of Vancouver, and is a residential property, the Company has claimed an exemption or exemptions under the *Vacancy Tax* (By-Law No. 11674) declaration(s), return(s) or filing(s) relating to the Property for all applicable reporting years for the duration of the Company's ownership of the Property, and such status declaration(s) is/are true and accurate in all respects and no amount is owing or will be owing with respect to such *Vacancy Tax* (By-Law No. 11674) declaration(s).

28. If the Property is a residential property, the Company has claimed an exemption or exemptions under the *Underused Housing Tax Act* declaration(s), return(s) or filing(s) relating to the Property for all applicable reporting years for the duration of the Company's ownership of the Property, and such status declaration(s) is/are true and accurate in all respects and no amount is owing or will be owing with respect to such *Underused Housing Tax Act* declaration(s).

I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Evidence Act* (Canada).

DECLARED before me at Vancouver,)
in the Province of British Columbia, this 6th day)
of October, 2023)
)
)
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)
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)

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

Name: Xiao Song Zheng

LIGHTSTONE DEVELOPMENT LTD.

(The "Company")

CERTIFIED COPY OF RESOLUTIONS OF THE DIRECTORS OF THE COMPANY

I, Xiao Song Zheng, a director of the Company, hereby certify the attached resolutions of the directors of the Company to be true and exact copy of resolutions consented to and adopted in writing by the directors of the Company, as of the 6th day of October, 2023, which said resolutions have not been amended and are still valid and in full force and effect on the date hereof.

DATED the 6th day of October, 2023

Name: Xiao Song Zheng
Director

LIGHTSTONE DEVELOPMENT LTD.

(The "Company")

RESOLUTIONS OF THE DIRECTORS OF THE COMPANY

The following are resolutions of the directors of Company consented to in writing and passed by the Company on the 6th day of October, 2023:

WHEREAS the Company has agreed to borrow from Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung, (the "**Lender(s)**") the principal sum of $3,500,000 (the "**Loan**") on the security of a mortgage (the "**Mortgage**") in the principal sum of $3,500,000, to the Lender(s) and charging real property civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as:

031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

and it is a condition of the Loan that the Company enters into, executes and delivers the following documents:

(a) Agreement of Purchase and Sale;
(b) Form B Mortgage (as covenantor);
(c) Beneficial Mortgage and Direction to Charge;
(d) Commitment Letter;
(e) Promissory Note;
(f) Interest Reserve Agreement;
(g) Bring Down Certificate;
(h) Environmental Indemnity Agreement;
(i) Authorization to Amend or Complete;
(j) General Security Agreement;
(k) Assignment of Insurance;
(l) Undertaking to Not Take Further Financing;
(m) Acknowledgment of Receipt of Prescribed Mortgage Terms;
(n) and such other documents, instruments and security as the Lender(s) may require in connection with the Loan.

(collectively, the "**Loan Documents**")

NOW THEREFORE BE AND IT IS HEREBY RESOLVED THAT:

1. The Company be authorized to enter into, execute and deliver the Loan Documents, to borrow the Loan, to observe and perform the covenants and obligations of the mortgagor under the Mortgage and to indemnify the Lender(s) with respect thereto, and that the granting of such covenants and indemnity, the borrowing and payment of the Loan and the performance by the Company of the obligations of the Company under the Loan Documents shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

2. The execution and delivery on behalf of the Company by any one officer or director of the Company with or without the corporate seal of the Company or otherwise of the Loan Documents in such form as may be approved by any one officer or director of the Company, whose signature thereto shall be conclusive evidence of such approval, and that the Loan Documents so executed as authorized by this resolution, shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

3. The execution and delivery by any one officer or director of the Company as provided for in the above paragraph, in the name of the Company with or without the corporate seal of the Company, or otherwise on behalf of the Company, of all such other documents and the performance of all such other acts and things as may be necessary or desirable to give effect to this resolution, shall be and the same is hereby authorized, approved, ratified, confirmed and adopted in all respects.

4. Delivery of an executed copy of these Resolutions by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of these Resolutions as of the date set forth above by the party so delivering such copy.

DATED this 6th day of October, 2023

Name: Ying Zheng Yu
Director

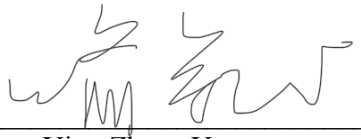
Name: Xiao Song Zheng
Director

2. The execution and delivery on behalf of the Company by any one officer or director of the Company with or without the corporate seal of the Company or otherwise of the Loan Documents in such form as may be approved by any one officer or director of the Company, whose signature thereto shall be conclusive evidence of such approval, and that the Loan Documents so executed as authorized by this resolution, shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

3. The execution and delivery by any one officer or director of the Company as provided for in the above paragraph, in the name of the Company with or without the corporate seal of the Company, or otherwise on behalf of the Company, of all such other documents and the performance of all such other acts and things as may be necessary or desirable to give effect to this resolution, shall be and the same is hereby authorized, approved, ratified, confirmed and adopted in all respects.

4. Delivery of an executed copy of these Resolutions by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of these Resolutions as of the date set forth above by the party so delivering such copy.

DATED this 6th day of October, 2023



Name: Ying Zheng Yu
Director

Name: Xiao Song Zheng
Director

OFFICER'S CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "**Lender(s)**")

AND TO: TRIVIUM LAW

AND TO: CHEN & LEUNG

RE: LIGHTSTONE DEVELOPMENT LTD. (the "**Company**")

On behalf of the Company and without personal liability, I, Xiao Song Zheng, hereby certify that:

1. I am a director or officer and authorized signatory of the Company and have personal knowledge of the matters hereinafter certified.

2. The Company has full power, without limitation, to borrow money and to enter into the agreements and deliver the security documents as required to facilitate the loan described under the Commitment Letter dated September 25, 2023 (the "**Security**"), and all necessary corporate steps and proceedings have been completed so that the Security has been duly authorized and executed by the Company.

3. The persons named below hold the office in the Company set forth opposite their names, and the signatures, if any, appearing opposite the names of these officers are their correct signatures:

NAME	**OFFICE**	**SPECIMEN SIGNATURE(S)** (if signing security documents)

4. The director(s) of the Company consists of the persons named below (and no others), and the signatures, if any, appearing opposite the names of these directors are their correct signatures:

NAME	**SPECIMEN SIGNATURE(S)** (if signing security documents)
Ying Zheng Yu	
Xiao Song Zheng	

5. Each of the persons named in paragraphs 3 and 4 as an officer or director of the Company has been duly elected or appointed as such, was duly qualified for such office or directorship at the time of election or appointment, and since such election or appointment has continued to be so qualified and to hold such office or directorship.

6. As at the date of this Certificate, none of the memorandum, by-laws, notice of articles, or articles of the Company or rules of the directors of the Company prohibit, limit, qualify, or restrict in any way the power of the directors of the Company:

OFFICER'S CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "**Lender(s)**")

AND TO: TRIVIUM LAW

AND TO: CHEN & LEUNG

RE: LIGHTSTONE DEVELOPMENT LTD. (the "**Company**")

On behalf of the Company and without personal liability, I, _____, hereby certify that:

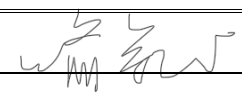
1. I am a director or officer and authorized signatory of the Company and have personal knowledge of the matters hereinafter certified.

2. The Company has full power, without limitation, to borrow money and to enter into the agreements and deliver the security documents as required to facilitate the loan described under the Commitment Letter dated September 25, 2023 (the "**Security**"), and all necessary corporate steps and proceedings have been completed so that the Security has been duly authorized and executed by the Company.

3. The persons named below hold the office in the Company set forth opposite their names, and the signatures, if any, appearing opposite the names of these officers are their correct signatures:

NAME	**OFFICE**	**SPECIMEN SIGNATURE(S)** (if signing security documents)
_____	_____	_____
_____	_____	_____

4. The director(s) of the Company consists of the persons named below (and no others), and the signatures, if any, appearing opposite the names of these directors are their correct signatures:

NAME	**SPECIMEN SIGNATURE(S)** (if signing security documents)
Ying Zheng Yu	
Xiao Song Zheng	_____

5. Each of the persons named in paragraphs 3 and 4 as an officer or director of the Company has been duly elected or appointed as such, was duly qualified for such office or directorship at the time of election or appointment, and since such election or appointment has continued to be so qualified and to hold such office or directorship.

6. As at the date of this Certificate, none of the memorandum, by-laws, notice of articles, or articles of the Company or rules of the directors of the Company prohibit, limit, qualify, or restrict in any way the power of the directors of the Company:

a. to manage the business and affairs of the Company; or

b. to authorize the Company to give financial assistance, directly or indirectly, to any person, firm, or corporation in such manner and amount and upon such terms and conditions, and to provide security for that financial assistance or in connection with that financial assistance in such manner and upon such terms and conditions, in all respects, as the directors of the Company may in their absolute discretion see fit.

7. As at the date of this Certificate, the Company is not insolvent.

8. the Company has complied with the disclosure and recording requirements of s. 195 of the *Business Corporations Act* (British Columbia).

9. Neither the execution and delivery by the Company of the Security to which it is a party, nor the fulfillment of the terms thereof, will result in a breach of any of the terms, conditions or provisions of or will constitute a default under the charter of the Company.

10. There are no actions or proceedings or to the best of my knowledge after all due inquiry threatened actions or proceedings against the Company that may affect the property or other assets of the Company charged under the Security to which the Company is a party.

11. True and complete copies of the documents which comprise the Company's charter and constating documents (the "**Constating Documents**") are attached hereto as Schedule "A".

12. The only shareholders of the Company are those persons listed in the Central Securities Register(s) Schedule "B" to this Certificate and there is no pending sale of any of the issued shares described in that Schedule or any pending issuance of any unissued shares of any kind or class of shares of the Company.

Certified correct as of the 6th day of October, 2023

Name: Xiao Song Zheng
Director

SCHEDULE "A"

Constating Documents

Please see attached.

SCHEDULE "B"

Central Securities Register(s)

Please see attached.

REVISED DIRECTION TO PAY

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (the "Lender(s)")

AND TO: TRIVIUM LAW

RE: Credit Facility of $3,500,000 (the "Loan") to LIGHTSTONE DEVELOPMENT LTD. (the "Borrower") pursuant to a Commitment Letter Dated September 25, 2023.

YOU ARE HEREBY IRREVOCABLY AUTHORIZED and directed to disburse the proceeds of the Loan as follows:

AMOUNT OF PROCEEDS:

Deposit:	$10,000.00
Loan Proceeds:	$3,500,000.00
NET PROCEEDS:	$3,510,000.00
PROCEEDS DISBURSED AS FOLLOWS:	Deductions
- HOLDBACK to Trivium Law - Lender(s)' estimated legal fees, taxes and disbursements	-$12,500.00
- Lender Fee to Lei Bun Leung deducted:	-$6,000.00
- Lender Fee to Xiao Lian Zhang deducted:	-$6,000.00
- Lender Fee to Johnson Rui Leung deducted:	-$10,000.00
- Lender Fee to Jon Kit Leung deducted:	-$10,000.00
- Lender Fee to Karen Leung deducted:	-3,000.00
- Interest Reserve:	-$43,750.00
- Broker fee payable to 1343926 B.C. LTD.:	-$17,500.00
- Broker fee payable to Maosen Asset Corp.:	-$8,750.00
- Balance payable to CHEN & LEUNG in Trust	$3,392,500.00

E. & O.E.
*Trivium Law is authorized to incur other reasonable and necessary fees and disbursements not appearing herein in order to effect completion of this transaction

[Execution Page on Next Page]

[Execution page of Loan to LIGHTSTONE DEVELOPMENT LTD. in favour of Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung– Direction to Pay Executions]

Dated at Vancouver, BC, this 6th day of October, 2023.

Witness:

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

LIGHTSTONE DEVELOPMENT LTD.
By its authorized Signatory:

Name: Xiao Song Zheng
Director

Print or stamp name, address and telephone number of lawyer /notary above.

RECEIPT

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (together, the "Purchaser")

Re: Agreement of purchase and sale (the "**Purchase Agreement**") between 1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD. as vendor, and Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung as purchaser, dated September 25, 2023, in relation to the purchase of proposed strata lots 6, 7 and 8 in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**"), which Development will form part of a larger mixed-use development constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The undersigned, hereby acknowledged receipt of in aggregate, $3,500,000.00 for payment of Deposit (as defined under the Purchase Agreement) from the Purchaser in relation to the Purchase Agreement.

Date: October 6, 2023.

1076255 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

LIGHTSTONE DEVELOPMENT LTD.

Per: _____ C/S
Xiao Song Zheng

CLIENT IDENTIFICATION CERTIFICATION RE: NOMINEE AND GUARANTOR(S)

Re: Secured Loan with a Principal Amount of $3,500,000

Lender(s):	Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung
Nominee:	1076255 B.C. LTD.
Borrower:	LIGHTSTONE DEVELOPMENT LTD.
Guarantor(s):	1218548 B.C. LTD., Xiao Song Zheng
Property:	2096 West 47th Avenue, Vancouver, British Columbia 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

Completion Date: October 6, 2023

I hereby certify that I act for the Nominee and the Guarantor(s). I am satisfied as to the identities of the Guarantor(s) and its authorized signatory, its their signing of the mortgage, any related loan documents and all other collateral security given by them. I have completed and attach:

Appendix "1" Client Identification Form; and

Certified true copies of the acceptable forms of identification (back and front) as setforth in the Schedule "A".

I hereby certified that I have fully complied with instructions as set out in the Schedule "A" attached to this certification and I have attached my seal and the particulars of my solicitor's office.
CERTIFIED at Vancouver, B.C., this 6th day of October, 2023.

Solicitor for the Guarantor(s):

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

Appendix "1"

CLIENT IDENTIFICATION FORM

(Individuals)

Xiao Song Zheng

Individual Legal Name:	Xiao Song Zheng
Birth Date of Individual:	1966-MAR-13
Type of Identification:	Passport
Reference Number:	GK934241
Place of Issuance:	ChengDu, China
Type of Identification:	Driver's Licence
Reference Number:	6583109
Place of Issuance	British Columbia, Canada

(Corporation and other Entities)

1218548 B.C. LTD.

Individual Legal Name:	Xiao Song Zheng
Birth Date of Individual:	1966-MAR-13
Type of Identification:	Passport
Reference Number:	GK934241
Place of Issuance:	ChengDu, China
Type of Identification:	Driver's Licnece
Reference Number:	6583109
Place of Issuance	British Columbia, Canada

1076255 B.C. LTD.

Individual Legal Name:	Xiao Song Zheng
Birth Date of Individual:	1966-MAR-13
Type of Identification:	Passport
Reference Number:	GK934241
Place of Issuance:	Chengdu, China
Type of Identification:	Driver's Licence
Reference Number:	6583109
Place of Issuance	British Columbia, Canada

SCHEDULE "A"

Identification Verification Requirements

This certification is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulation thereunder.

The Lender(s) must be in receipt of certified fully completed Client Identification Form. There are no exceptions to this requirement.

Each individual Guarantor(s) and each signing officer of a corporate Guarantor(s) must present two pieces of valid original acceptable forms of identification, which must be in good condition for examination by the borrower's solicitor. The Guarantor(s)' solicitor must personally examine the identification and based on such examination the Guarantor(s)' solicitor must be satisfied that the individual Guarantor(s), and the signing officer(s) for corporate Guarantor(s), who have attended before the Guarantor(s) solicitor to execute the security documents are the same parties as set out in the Commitment Letter. The copies of identification are required.

A copy all identification documents must be kept on record.

Acceptable Forms of Identification

Client needs to provide two pieces of original valid ID. Exception: Individuals over the age of 65 who do not have photo ID may substitute it with another form of ID from the Acceptable Forms of Identification.

To identify an individual, refer to the following list of valid identification documents:

(a) Resident:

To identify an individual, refer to the following list of valid identification documents. The document also has to be original and cannot be expired. The two pieces of identification can be from those listed in Column A below or one piece of identification from those listed in Column A and one from those listed in Column B.

A	B
• Driver's License issued in Canada • Canadian Passport • Certificate of Canadian Citizenship or Certificate of Naturalization • Permanent Resident Card or Citizenship and Immigration Canada Form IMM 1000, IMM 1442 or **IMM** 5292 • Certificate of Indian Status issued by the Government of Canada • Provincial Health Insurance Card issues in British Columbia, New Brunswick, Nova Scotia or Quebec • Document or Card with the individual's photograph and signature is acceptable if issued by any of the following: Insurance Corporation of British Columbia, Alberta registries, Saskatchewan Government Insurance, Department of Transportation and Public Works of Prince Edward Island, Department of GovernmentServices and Lands of Newfoundland and Labrador, Department of Transportation of Northwest Territories; Department of Community Government and Transportation of Nunavut.	• Canadian National Institute for the Blind client card with the individual's photograph and signature • Foreign Passport • Canadian Firearms Licence • Social Insurance Card issued by the Government of Canada • Provincial Health Insurance Card issued by Newfoundland and Labrador • Old Age Security Card issued by the Government of Canada.

(b) **Non-Resident:**

For valid foreign identification, if equivalent to an acceptable type of Canadian identification document, would also be acceptable. For example, a valid foreign passport is acceptable.

CERTIFICATE OF LEGAL ADVICE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung
(the "Lender(s)")

TO: Trivium Law
260-4320 Viking Way
Richmond, B.C. V6V 2L4

RE: Loan to LIGHTSTONE DEVELOPMENT LTD. granted by Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung, with mortgage (the "Mortgage") charging 2096 West 47th Avenue, Vancouver, British Columbia, with the PID: 031-145-884 and the legal description: LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 (the "Property").

I, David B.C. Chong **(the "Solicitor")**, of Vancouver, B.C., HEREBY CERTIFY THAT:

1. I have been consulted by Xiao Song Zheng (the "Client"), as to the effect, liability and consequences that the Client will incur by executing the following documents in relation to the above captioned matter:

   (a) Commitment Letter;
   (b) Form B Mortgage (as covenantor);
   (c) Bring Down Certificate;
   (d) Guarantee and Postponement of Claim;
   (e) Authorization to Amend or Complete;
   (f) Acknowledgment of Receipt of Prescribed Mortgage Terms;
   (g) Environmental Indemnity Agreement;
   (h) General Security Agreement;
   (i) and such other documents, instruments and security as the Lender(s) may require in connection with the Loan.

   (collectively, the "Documents") copies of which are attached hereto.

2. The Client consulted me alone and not in the presence of any of the officers, employees, servants or agents of the Lender(s) or any party with an interest in the Property or the Mortgage or in the presence of any such party.

3. I have placed the Client's position and the consequence of signing the Documents fully and plainly before the Client and the Client declared to have fully understood the nature and effect of the Documents and acknowledged to have executed the Documents freely and voluntarily and as to the Client's act and deed without fear, threat, influence or compulsion of, from, or by the Lender(s) or any interested party.

4. The Client acknowledged understanding the nature and effect of the Documents and the liabilities that could arise thereunder.

5. The Client consulted me and I gave the above advice to the Client before the Client executed the Documents.

And I further certify that I have given this advice to the Client as an independent legal representative for the Client and without regard to or consideration of the interest of the Lender(s).

Dated at Richmond, British Columbia, this 6th day October, 2023.

The Solicitor: _____

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

I hereby acknowledge and declare that all statements made in the foregoing Certificate are true and correct, and that the Solicitor, in advising me as stated therein was consulted by me as my personal Solicitor and in my own interest and that I received the aforesaid advice before executing the Documents. In executing the Documents, I further confirm that I am not subject to any threat or in any way under any duress or undue influence from any third parties, and the execution of the Documents is done voluntarily by me while being advised by the Solicitor.

_____
Xiao Song Zheng

GUARANTEE AND POSTPONEMENT OF CLAIM

IN CONSIDERATION of

Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung

(collectively, hereinafter the "**Lender(s)**")

dealing with LIGHTSTONE DEVELOPMENT LTD. (the **"Borrower"**) pursuant to a Commitment Letter dated September 25, 2023 (the "**Loan Agreement**"), as amended from time to time, and relating to a credit facility registered in the amount of $3,500,000 and charging the lands and premises civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as:

PID: 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

along with one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned and each of them, if more than one, hereby jointly and severally guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Lender(s) or remaining unpaid by the Borrower to the Lender(s), whether arising from dealings between the Borrower and the Lender(s) or from any other dealings by which the Borrower may become in any manner whatever liable to the Lender(s) either alone or jointly with any other corporation, person or persons or otherwise (such debts and liabilities being herein called the **"guaranteed liabilities"**), together with interest thereon and all costs, charges and expenses (including legal fees on a solicitor and client basis) incurred by the Lender(s) or the agent of the Lender(s) in the perfection and enforcement of this Guarantee and Postponement of Claim and of any security held by the Lender(s) in respect of such indebtedness, liabilities, interest and expenses.

AND THE UNDERSIGNED and each of them, if more than one, hereby jointly and severally agrees with the Lender(s) as follows:

1. In this guarantee the word **"Guarantor"** shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.

2. This guarantee shall be a continuing guarantee of all the guaranteed liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Lender(s); and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender(s).

3. The Lender(s) shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.

4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been effectually made when an envelope containing such demand addressed to the undersigned or such one of them at the address of the undersigned or such one of them last known to the Lender(s) is posted, postage prepaid, in the post office; and the Guarantor's liability shall bear interest from the date of such demand at the rate hereinbefore set out.

5. Upon default in payment of any sum owing by the Borrower to the Lender(s) at any time, the Lender(s) may treat all guaranteed liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the guaranteed liabilities or may place it to the credit of a special account.

6. This guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Lender(s) may now or hereafter hold in respect of the guaranteed liabilities and the Lender(s) shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any moneys or other assets which the Lender(s) may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Lender(s) may now or hereafter hold in respect of the guaranteed liabilities, whether occasioned by the fault of the Lender(s) or otherwise, shall in any way limit or lessen the Guarantor's liability.

7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Lender(s) may discontinue, reduce, increase or otherwise vary the credit of the Borrower, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Borrower and others, including the Guarantor and any other guarantor as the Lender(s) may see fit, and the Lender(s) may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as the Lender(s) may see fit, and the Lender(s) may apply all moneys received from the Borrower or others or from securities or guarantees upon such parts of the guaranteed liabilities as the Lender(s) may see fit and change any such application in whole or in part from time to time. This guarantee will not be diminished or modified on account of any act on the part of the Lender(s) that would prevent subrogation operating in favour of the Guarantor. All dividends, compositions and monies received by the Lender(s) from the Borrower or from any other person or estate, may be applied by the Lender(s) in reduction of the debts and liabilities guaranteed by the Guarantor, which the Lender(s) shall be entitled to prove against the estate of the Borrower upon any insolvency or winding up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Lender(s) until the Lender(s) shall have received payment in full of its claims against the Borrower with interest and costs.

8. Until repayment in full of all the guaranteed liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Lender(s) from the Borrower or others or from estates in respect of the guaranteed liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Lender(s).

9. If any circumstances arise making it necessary for the Lender(s) to file its claim against the estate of the Borrower and to value its securities, it will be entitled to place such valuation as the Lender(s) may in its discretion see fit, and the filing of such claim and the valuation of its securities shall in no way prejudice or restrict its rights against the Guarantor.

10. The Guarantor shall be bound by any account settled between the Lender(s) and the Borrower and, if no such account has been so settled immediately before demand of payment under this guarantee, any account stated by the Lender(s) shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Lender(s).

11. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation, or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all guaranteed liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of the Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

12. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Lender(s) with any other Lender(s), financial institution(s) or other corporation(s), and any such further amalgamations. Furthermore, all securities, real or personal, moveable or immoveable, which have been or will be given by the Guarantor for the debts and liabilities guaranteed by the Guarantor shall be valid in the hands of the Lender(s), as well as its successors and assigns.

13. All advances, renewals and credits made or granted by the Lender(s) purportedly to or for the Borrower after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Lender(s) has received notice thereof shall be deemed to form part of the guaranteed liabilities; and all advances, renewals and credits obtained from the Lender(s) purportedly by or on behalf of the Borrower shall be deemed to form part of the guaranteed liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Lender(s) had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Lender(s) on demand with interest at the rate hereinbefore set out.

14. All monies in fact borrowed or obtained from the Lender(s) by or on behalf of the Borrower shall be deemed to form part of the debts and liabilities guaranteed by the Guarantor, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents of the Borrower, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, the whole whether known to the Lender(s) or not. Any sum which may not be recoverable from the Guarantor under this guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect of such sum and shall be paid to the Lender(s) on demand with interest as provided in this guarantee.

15. All debts and liabilities, present and future, of the Borrower to the Guarantor, to the extent not already assigned pursuant to prior encumbrances permitted in the Loan Agreement are hereby assigned to the Lender(s) and postponed to the guaranteed liabilities, and all moneys received by the Guarantor in respect thereof shall be received in trust for the Lender(s) and forthwith upon receipt shall be paid over to the Lender(s), the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Lender(s) of all the guaranteed liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

16. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or

promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Lender(s) shall not be bound by any representations or promises made by the Borrower to the Guarantor. Possession of this instrument by the Lender(s) shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

17. This guarantee shall be operative and binding upon every party signing it notwithstanding the failure of any other proposed signatory or signatories to so sign it, and possession of this instrument by the Lender(s) shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person which is not embodied in this guarantee. The liability of the Guarantor under this guarantee begins on the date of his signature on this guarantee.

18. This guarantee shall be binding upon the Guarantor and any of them, if more than one, jointly and severally between themselves and with the Borrower and also upon the heirs, legal representatives and successors of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Lender(s).

19. The Guarantor acknowledges having read this guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained in this guarantee.

20. This guarantee may not be amended, varied or released in whole or in part, except by written instrument executed by each of the parties hereto.

21. This guarantee shall be governed in all respects by the laws of the Province of British Columbia.

22. This guarantee shall not be discharged or affected by the death of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Lender(s), its successors and assigns, and the Guarantor, his heirs, executors, administrators, successors and assigns.

[Execution Page of Guarantee and Postponement of Claim on Next Page]

[Execution Page of Guarantee and Postponement of Claim from 1218548 B.C. LTD., 1076255 B.C. LTD. and Xiao Song Zheng, in favour of Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung]

DATED for reference October 6, 2023.

1218548 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

1076255 B.C. LTD.

Per: _____ C/S
Xiao Song Zheng

SIGNED by **Xiao Song Zheng** in the presence of:

_____
Witness Signature

_____
Witness Name

_____
Witness Address

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

_____ SEAL
Xiao Song Zheng

GENERAL SECURITY AGREEMENT

Dated for reference 6th day of October, 2023.

BETWEE

1076255 B.C. LTD., a company duly incorporated under the laws of British Columbia with its registered and records office at 1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

1218548 B.C. LTD. , a company duly incorporated under the laws of British Columbia with its registered and records office 2900 - 550 Burrard Street, Vancouver, BC V6C 0A3

Xiao Song Zheng, an individual with an address at 6261 Adera Street, Vancouver, BC V6M 3J5

(together, the **"Debtor"**)

AND:

Lei Bun Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Xiao Lian Zhang, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Johnson Rui Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Jon Kit Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

Karen Leung, an individual with an address at 2579 23rd Ave. E., Vancouver, BC V5R 1A3

(collectively, the **"Secured Party"**)

In consideration of the Secured Party dealing with the LIGHTSTONE DEVELOPMENT LTD. pursuant to a Commitment Letter dated September 25, 2023, as amended from time to time, from which the Debtor directly or indirectly benefit, and relating to a credit facility registered in the amount of $3,500,000 and charging the lands and premises civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as:

PID: 031-145-884; LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

along with one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Debtor, and the covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following words and phrases shall have the following respective meanings:

(a) "Accounts Receivable" means all debts, accounts, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor;

(b) "Agreement" means this agreement and all amendments made thereto by written agreement between the Secured Party and the Debtor, and the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular paragraph, subparagraph or other portion hereof and include any agreement supplemental hereto;

(c) the terms "accessions", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "money", "proceeds" and "securities" whenever used herein in lower case letters shall have the meanings given to those terms in the *Personal Property Security Act* (BC) – (the "PPSA"), as now enacted or as the same may from time to time be amended, re-enacted or replaced;

(d) "Books and Records" means all books, papers, accounts, invoices, documents, and other records in any form evidencing or relating to any of the Collateral, and all contracts, securities, instruments and other rights and benefits in respect there of;

(e) "Collateral" means all of the present and future undertaking and property, both real and personal, of the Debtor, including without limitations, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, or entitled to or hereafter be acquired by the Debtor in Accounts Receivable, Inventory, Equipment, chattel paper, Documents of Title, Securities and Instruments, Intangibles, money, Books and Records and all replacements of, substitutions for Proceeds thereof, and any reference to "Collateral" shall be deemed a reference to "Collateral or any party thereof;

(f) "Documents of Title" means all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(g) "Equipment" means all machinery, equipment, fixture, furniture, plat, vehicles and other tangible personal property which are not Inventory;

(h) "Intangibles" means all intangibles other than Accounts Receivable including, without limitation, all goodwill, patents, trademarks, copyrights and other industrial property;

(i) "Inventory" means all inventory of whatever kind and wherever situated including, without limitation, all goods held for sale or lease or furnished or to be furnished under contracts for service or used for consumed in the business (or profession) of the Debtor;

(j) "Obligations" means all obligations of the Debtor to the Secured Party including, without limitation, all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, whenever and howsoever incurred, in any currency at any time owing by the Debtor to the Secured Party or remaining unpaid by the Debtor to the Secured Party and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between the Secured Party

and the Debtor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatsoever a creditor of the Debtor and wherever be or become in any manner whatsoever a creditor of the Debtor and wherever incurred and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest commissions, legal and other costs, charges and expenses;

(k) "Proceeds" means all proceeds of any kind whatsoever including, without limitation, all personal property in any form or fixtures, derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property; and

(l) "Securities and Instruments" means all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments.

2. SECURITY INTEREST

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in the Collateral.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR

The Debtor hereby represents, warrants and covenants to and with the Secured Party that:

(a) this Agreement constitutes a legal and valid agreement binding upon the Debtor enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;

(b) all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or *pari passu* with the security interest granted hereby;

(c) the Debtor's principal place of business and the location of the office where it keeps its records respecting the Accounts Receivable, is the address of the Debtor shown above, and the Debtor shall not change its principal place of business and the location of the office where it keeps its records respecting the Accounts Receivable, or move any of the Inventory, Securities or Equipment from the locations specified in any schedule hereto, without the prior written consent of the Secured Party;

(d) it shall ensure that the representations and warranties set forth in this paragraph 3 shall be true and correct at all times;

(e) the Debtor shall maintain, use and operate the collateral and carry on the conduct its business in a lawful and business-like manner;

(f) the Debtor shall not permit the Collateral to be affixed to real or personal property so as the become a fixture or accession without the prior written consent of the Secured Party;

(g) the Debtor shall defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and, except as otherwise provided herein, shall keep the Collateral free and clear of all security interests, mortgages, charges, liens, and other encumbrances or interests except for those expressly permitted herein or hereafter approved in writing by the Secured Party prior to their creation or assumption;

(h) the Debtor shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;

(i) the Debtor shall from time to time forthwith at the request of the Secured Party furnish to the Secured Party in writing all information requested relating to the Collateral, and the Secured Party shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party shall have access to all premises occupied by the Debtor or where the Collateral may be found;

(j) the Debtor shall from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest granted hereby, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient; and

(k) the Debtor shall pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limitation, all legal, Receiver's and accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement including, without limitation, protecting and preserving the security interest granted hereby and enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and from part of the Obligations secured hereunder.

4. INSURANCE

At all times while this Agreement is in effect, the Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limitation, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss are customarily insured against on this type of Collateral, in any amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to the Secured Party. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and shall provide that the insurer will give the Secured Party's interests may appear, and shall provide that the insurer will give the Secured Party at least 30 days written notice of intended cancellation. At the Secured Party's request, the Debtor shall furnish the Secured Party with a copy of any

policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor shall give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this paragraph, the Secured Party shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor form any obligation hereunder or waiving any rights to enforce this Agreement, to perform any of all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations shall be immediately due and payable by the Debtor.

5. DEALING WITH COLLATERAL

(a) Dealing with Collateral by the Debtor. The Debtor shall not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Debtor may, until an Event of Default occurs, sell items of Inventory in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the security interest granted hereby and all money received by the Debtor shall be received as trustee for the Secured Party and shall be held separate and apart from other money of the Debtor and shall be paid over to the Secured Party upon request;

(b) Registration of Securities. If an Event of Default has occurred and is continuing, the Debtor shall forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement;

(c) Notification of Account Debtor. If an Event of Default has occurred and is continuing, the Secured Party may give notice of this Agreement and the security interest and assignment granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor to make all further payments to the Secured Party, and any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request;

(d) Purchase-Money Security Interests. The Debtor shall be permitted to grant purchase-money security interests in the ordinary course of its business in connection with the purchase or lease of Inventory or Equipment; provided that the foregoing shall not constitute a subordination of the security interests granted hereby to such purchase-money security interests or a waiver by the Secured Party of the requirements prescribed by statute which, if complied with, would result in such purchase-money security interests ranking in priority to the security interest granted hereby; and

(e) Application of Funds. Except where the Debtor, when not in default hereunder, so directs in writing at the time of payment, all money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

6. DEFAULT AND REMEDIES

(a) Events of Default. The debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

(i) the Debtor fails to pay to the Secured Party any sum when due;

(ii) the Debtor fails to perform when due any of its obligations under paragraph 4;

(iii) the Debtor fails to observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this subparagraph 6(a)) and such default is not remedied within 10 days after notice has been given by the Secured Party to the Debtor specifying such default and requiring the Debtor to remedy same;

(iv) any representation or warranty made by the Debtor herein or in any document or certificate furnished at any time to the Secured Party in connection herewith shall prove to be incorrect or misleading in any material respect;

(v) the Debtor is in default under any other agreement with the Secured Party;

(vi) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;

(vii) the Debtor shall be an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) or commit or threaten to commit any act of bankruptcy;

(viii) the commencement of any proceeding or the taking of any step by or against the Debtor for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Debtor or the Collateral;

(ix) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and the same is not released, bonded, satisfied, discharged or vacated within the shorter of a period of 14 days and 10 days less than such period as would permit such property or any part thereof to be sold pursuant thereto; or

(x) the Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being further encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process.

(b) Remedies. Upon the occurrence of any Event of Default and at any time thereafter, any or all of the Obligations shall at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without further demand or notice, both of which are expressly waived; the obligations, if any, of the Secured Party to make further advances to the Debtor shall cease; any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable; and the Secured Party shall have, in addition to any right or remedy provided by law, the rights and remedies set out below, all of which rights and remedies shall be enforceable successively, concurrently and/or cumulatively:

(i) the Secured Party may be appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this subparagraph 6(b) shall include any Receiver so appointed and the agents, officers and employees of such Receiver, and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(iii) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(iv) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(v) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;

(vi) the Secured Party may retain the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law; and

(vii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the security interest granted by this Agreement.

(c) Additional Provisions on Realization. The Debtor further agrees with the Secured Party that:

(i) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Collateral;

(ii) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and other and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

(iii) the facilitate the realization of the Collateral, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as

the Secured Party requires, free of charge, and the Secured Party shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(iv) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral including, without limitation, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to and form party of the obligations hereby secured;

(v) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured; and

(vi) any proceeds of realization of the Collateral may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Collateral as above described and any balance of such proceeds shall be applied by the Secured Party to payment of the Obligations in such order as the Secured Party may see fit; if there is any surplus remaining, it shall be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining shall be paid to the Debtor; if the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor shall be liable to pay any deficiency to the Secured Party forthwith on demand.

7. GENERAL PROVISIONS

(a) Benefit of the Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the heirs, executors, administrators, successors and assigns of the Secured Party. If there is more than one Debtor named herein, the term "Debtor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the obligations shall include those of all or any one of them and no Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full.

(b) Entire Agreement. This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor except as expressly set forth herein.

(c) No Waiver. No delay or failure by the Secured Party in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

(d) Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

(e) Notices. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or registered mail, addressed to the recipient at its address shown above, delivery or registered mail, addressed to the recipient at its address shown above, or such other address or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery.

(f) Modification. This agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

(g) Additional Continuing Security. This Agreement and the Security interest granted hereby are in addition to and not in substitution for any other or hereafter held by the Secured Party and this agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

(h) Headings. The division of this Agreement into paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(i) Gender. In this agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

(j) Discharge. The debtor shall not be discharged from any of the Obligations or from this Agreement except by al release or discharge signed in writing by the Secured Party.

[CONTINUED TO THE FOLLOWING PAGE]

(k) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

(l) Executed Copy. The Debtor acknowledges receipt of a fully executed copy of this agreement.

Officer Certification:

Officer Signature

EXECUTION DATE
Y M D

2023-10-06

1218548 B.C. LTD.
by its authorized signatory:

C/S

Officer Certification:
Name: Xiao Song Zheng

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia), to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Officer Certification:

Officer Signature

EXECUTION DATE
Y M D

2023-10-06

SEAL

Officer Certification:
Xiao Song Zheng

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia), to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

Officer Certification:

Officer Signature

EXECUTION DATE
Y M D

2023-10-06

1076255 B.C. LTD.
by its authorized signatory:

C/S

Officer Certification:
Name: Xiao Song Zheng

DAVID B. C. CHONG
Barrister & Solicitor
#1530 - 1200 West 73rd Avenue
Airport Square
VANCOUVER, B.C. V6P 6G5
Telephone: (604) 264-8331

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act* (British Columbia), to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

OFFICER'S CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (collectively, the "**Lender(s)**")

AND TO: TRIVIUM LAW

AND TO: CHEN & LEUNG

RE: 1218548 B.C. LTD. (the "**Company**")

On behalf of the Company and without personal liability, I, Xiao Song Zheng hereby certify that:

1. I am a director or officer and authorized signatory of the Company and have personal knowledge of the matters hereinafter certified.

2. The Company has full power, without limitation, to enter into the agreements and deliver the security documents as required to facilitate the loan described under the Commitment Letter dated September 25, 2023 (the "**Security**"), and all necessary corporate steps and proceedings have been completed so that the Security has been duly authorized and executed by the Company.

3. The persons named below hold the office in the Company set forth opposite their names, and the signatures, if any, appearing opposite the names of these officers are their correct signatures:

NAME	**OFFICE**	**SPECIMEN SIGNATURE(S)** (if signing security documents)

4. The director(s) of the Company consists of the persons named below (and no others), and the signatures, if any, appearing opposite the names of these directors are their correct signatures:

NAME	**SPECIMEN SIGNATURE(S)** (if signing security documents)
Xiao Li	
Xiao Song Zheng	

5. Each of the persons named in paragraphs 3 and 4 as an officer or director of the Company has been duly elected or appointed as such, was duly qualified for such office or directorship at the time of election or appointment, and since such election or appointment has continued to be so qualified and to hold such office or directorship.

6. As at the date of this Certificate, none of the memorandum, by-laws, notice of articles, or articles of the Company or rules of the directors of the Company prohibit, limit, qualify, or restrict in any way the power of the directors of the Company:

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OFFICER'S CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (collectively, the "**Lender(s)**")

AND TO: TRIVIUM LAW

AND TO: CHEN & LEUNG

RE: 1218548 B.C. LTD. (the "**Company**")

On behalf of the Company and without personal liability, I, _____, hereby certify that:

1. I am a director or officer and authorized signatory of the Company and have personal knowledge of the matters hereinafter certified.

2. The Company has full power, without limitation, to enter into the agreements and deliver the security documents as required to facilitate the loan described under the Commitment Letter dated September 25, 2023 (the "**Security**"), and all necessary corporate steps and proceedings have been completed so that the Security has been duly authorized and executed by the Company.

3. The persons named below hold the office in the Company set forth opposite their names, and the signatures, if any, appearing opposite the names of these officers are their correct signatures:

NAME	**OFFICE**	**SPECIMEN SIGNATURE(S)** (if signing security documents)
_____	_____	_____
_____	_____	_____

4. The director(s) of the Company consists of the persons named below (and no others), and the signatures, if any, appearing opposite the names of these directors are their correct signatures:

NAME	**SPECIMEN SIGNATURE(S)** (if signing security documents)
Xiao Li	DocuSigned by: B393FA32A9B440E...
Xiao Song Zheng	_____

5. Each of the persons named in paragraphs 3 and 4 as an officer or director of the Company has been duly elected or appointed as such, was duly qualified for such office or directorship at the time of election or appointment, and since such election or appointment has continued to be so qualified and to hold such office or directorship.

6. As at the date of this Certificate, none of the memorandum, by-laws, notice of articles, or articles of the Company or rules of the directors of the Company prohibit, limit, qualify, or restrict in any way the power of the directors of the Company:

a. to manage the business and affairs of the Company; or

b. to authorize the Company to give financial assistance, directly or indirectly, to any person, firm, or corporation in such manner and amount and upon such terms and conditions, and to provide security for that financial assistance or in connection with that financial assistance in such manner and upon such terms and conditions, in all respects, as the directors of the Company may in their absolute discretion see fit.

7. As at the date of this Certificate, the Company is not insolvent.

8. the Company has complied with the disclosure and recording requirements of s. 195 of the *Business Corporations Act* (British Columbia).

9. Neither the execution and delivery by the Company of the Security to which it is a party, nor the fulfillment of the terms thereof, will result in a breach of any of the terms, conditions or provisions of or will constitute a default under the charter of the Company.

10. There are no actions or proceedings or to the best of my knowledge after all due inquiry threatened actions or proceedings against the Company that may affect the property or other assets of the Company charged under the Security to which the Company is a party.

11. True and complete copies of the documents which comprise the Company's charter and constating documents (the "**Constating Documents**") are attached hereto as Schedule "A".

12. The only shareholders of the Company are those persons listed in the Central Securities Register(s) Schedule "B" to this Certificate and there is no pending sale of any of the issued shares described in that Schedule or any pending issuance of any unissued shares of any kind or class of shares of the Company.

Certified correct as of the 6th day of October, 2023

Name: Xiao Song Zheng
Director

SCHEDULE "A"

Constating Documents

Please see attached.

SCHEDULE "B"

Central Securities Register(s)

Please see attached.

OFFICER'S CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (collectively, the "**Lender(s)**")

AND TO: TRIVIUM LAW

AND TO: CHEN & LEUNG

RE: 1076255 B.C. LTD. (the "**Company**")

On behalf of the Company and without personal liability, I, Xiao Song Zheng, hereby certify that:

1. I am a director or officer and authorized signatory of the Company and have personal knowledge of the matters hereinafter certified.

2. The Company has full power, without limitation, to enter into the agreements and deliver the security documents as required to facilitate the loan described under the Commitment Letter dated September 25, 2023 (the "**Security**"), and all necessary corporate steps and proceedings have been completed so that the Security has been duly authorized and executed by the Company.

3. The persons named below hold the office in the Company set forth opposite their names, and the signatures, if any, appearing opposite the names of these officers are their correct signatures:

NAME	**OFFICE**	**SPECIMEN SIGNATURE(S)** (if signing security documents)

4. The director(s) of the Company consists of the persons named below (and no others), and the signatures, if any, appearing opposite the names of these directors are their correct signatures:

NAME	**SPECIMEN SIGNATURE(S)** (if signing security documents)
Ying Zheng Yu	
Xiao Song Zheng	

5. Each of the persons named in paragraphs 3 and 4 as an officer or director of the Company has been duly elected or appointed as such, was duly qualified for such office or directorship at the time of election or appointment, and since such election or appointment has continued to be so qualified and to hold such office or directorship.

6. As at the date of this Certificate, none of the memorandum, by-laws, notice of articles, or articles of the Company or rules of the directors of the Company prohibit, limit, qualify, or restrict in any way the power of the directors of the Company:

OFFICER'S CERTIFICATE

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung (collectively, the "**Lender(s)**")

AND TO: TRIVIUM LAW

AND TO: CHEN & LEUNG

RE: 1076255 B.C. LTD. (the "**Company**")

On behalf of the Company and without personal liability, I, _____, hereby certify that:

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2. The Company has full power, without limitation, to enter into the agreements and deliver the security documents as required to facilitate the loan described under the Commitment Letter dated September 25, 2023 (the "**Security**"), and all necessary corporate steps and proceedings have been completed so that the Security has been duly authorized and executed by the Company.

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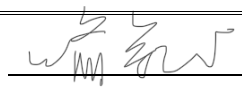
_____	_____	_____
_____	_____	_____

4. The director(s) of the Company consists of the persons named below (and no others), and the signatures, if any, appearing opposite the names of these directors are their correct signatures:

NAME	**SPECIMEN SIGNATURE(S)** (if signing security documents)
Ying Zheng Yu	
Xiao Song Zheng	_____

5. Each of the persons named in paragraphs 3 and 4 as an officer or director of the Company has been duly elected or appointed as such, was duly qualified for such office or directorship at the time of election or appointment, and since such election or appointment has continued to be so qualified and to hold such office or directorship.

6. As at the date of this Certificate, none of the memorandum, by-laws, notice of articles, or articles of the Company or rules of the directors of the Company prohibit, limit, qualify, or restrict in any way the power of the directors of the Company:

a. to manage the business and affairs of the Company; or

b. to authorize the Company to give financial assistance, directly or indirectly, to any person, firm, or corporation in such manner and amount and upon such terms and conditions, and to provide security for that financial assistance or in connection with that financial assistance in such manner and upon such terms and conditions, in all respects, as the directors of the Company may in their absolute discretion see fit.

7. As at the date of this Certificate, the Company is not insolvent.

8. the Company has complied with the disclosure and recording requirements of s. 195 of the *Business Corporations Act* (British Columbia).

9. Neither the execution and delivery by the Company of the Security to which it is a party, nor the fulfillment of the terms thereof, will result in a breach of any of the terms, conditions or provisions of or will constitute a default under the charter of the Company.

10. There are no actions or proceedings or to the best of my knowledge after all due inquiry threatened actions or proceedings against the Company that may affect the property or other assets of the Company charged under the Security to which the Company is a party.

11. True and complete copies of the documents which comprise the Company's charter and constating documents (the "**Constating Documents**") are attached hereto as Schedule "A".

12. The only shareholders of the Company are those persons listed in the Central Securities Register(s) Schedule "B" to this Certificate and there is no pending sale of any of the issued shares described in that Schedule or any pending issuance of any unissued shares of any kind or class of shares of the Company.

Certified correct as of the 6th day of October, 2023

Name: Xiao Song Zheng
Director

SCHEDULE "A"

Constating Documents

Please see attached.

SCHEDULE "B"

Central Securities Register(s)

Please see attached.

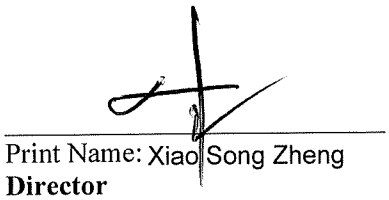
1218548 B.C. LTD.

(The "Company")

CERTIFIED COPY OF RESOLUTIONS OF THE DIRECTORS OF THE COMPANY

I, Xiao Song Zheng, a director of the Company, hereby certify the attached resolutions of the directors of the Company to be true and exact copy of resolutions consented to and adopted in writing by the directors of the Company, as of the 6th day of October, 2023, which said resolutions have not been amended and are still valid and in full force and effect on the date hereof.

DATED the 6th day of October, 2023



Print Name: Xiao Song Zheng
Director

1218548 B.C. LTD.

(The "Company")

RESOLUTIONS OF THE DIRECTORS OF THE COMPANY

The following are resolutions of the directors of Company consented to in writing and passed by the Company on the 6th day of October, 2023:

WHEREAS the LIGHTSTONE DEVELOPMENT LTD., an affiliate of the Company, has agreed to borrow from Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung, (the "**Lender(s)**") the principal sum of $3,500,000 (the "**Loan**") on the security of a mortgage (the "**Mortgage**") in the principal sum of $3,500,000, to the Lender(s) and charging real property civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as:

LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

and it is a condition of the Loan that the Company, enters into, executes and delivers the following documents:

(j) Commitment Letter;
(k) Form B Mortgage (as covenantor);
(l) Bring Down Certificate;
(m) Guarantee and Postponement of Claim;
(n) Authorization to Amend or Complete;
(o) Acknowledgment of Receipt of Prescribed Mortgage Terms;
(p) Environmental Indemnity Agreement;
(q) General Security Agreement
(r) and such other documents, instruments and security as the Lender(s) may require in connection with the Loan.

(collectively, the "**Loan Documents**")

NOW THEREFORE BE AND IT IS HEREBY RESOLVED THAT:

1. The Company be authorized to enter into, execute and deliver the Loan Documents, to borrow the Loan, to observe and perform the covenants and obligations of the mortgagor under the Mortgage and to indemnify the Lender(s) with respect thereto, and that the granting of such covenants and indemnity, the borrowing and payment of the Loan and the performance by the Company of the obligations of the Company under the Loan Documents shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

2. The execution and delivery on behalf of the Company by any one officer or director of the Company with or without the corporate seal of the Company or otherwise of the Loan Documents in such form as may be approved by any one officer or director of the Company, whose signature thereto shall be conclusive evidence of such approval, and that the Loan Documents so executed as authorized by this resolution, shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

3. The execution and delivery by any one officer or director of the Company as provided for in the above paragraph, in the name of the Company with or without the corporate seal of the Company, or otherwise on behalf of the Company, of all such other documents and the performance of all such other acts and things as may be necessary or desirable to give effect to this resolution, shall be and the same is hereby authorized, approved, ratified, confirmed and adopted in all respects.

4. Delivery of an executed copy of these Resolutions by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of these Resolutions as of the date set forth above by the party so delivering such copy.

DATED this 6th day of October, 2023

Name: Xiao Li
Director

Name: Xiao Song Zheng
Director

DocuSign Envelope ID: 22B101A1-26F0-434D-82B3-A2F6A3B5CE76

3. The execution and delivery by any one officer or director of the Company as provided for in the above paragraph, in the name of the Company with or without the corporate seal of the Company, or otherwise on behalf of the Company, of all such other documents and the performance of all such other acts and things as may be necessary or desirable to give effect to this resolution, shall be and the same is hereby authorized, approved, ratified, confirmed and adopted in all respects.

4. Delivery of an executed copy of these Resolutions by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of these Resolutions as of the date set forth above by the party so delivering such copy.

DATED this 6th day of October, 2023

DocuSigned by:

B393FA32A9B446E...

Name: Xiao Li
Director

Name: Xiao Song Zheng
Director

1076255 B.C. LTD.
(The "Company")

RESOLUTIONS OF THE DIRECTORS OF THE COMPANY

The following are resolutions of the directors of the Company consented to in writing and passed by the Company on the 6th day of October, 2023:

WHEREAS the LIGHTSTONE DEVELOPMENT LTD., an affiliate of the Company, has agreed to borrow from Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung, (the "**Lender(s)**") the principal sum of $3,500,000 (the "**Loan**") on the security of a mortgage (the "**Mortgage**") in the principal sum of $3,500,000, to the Lender(s) and charging real property civically known as 2096 West 47th Avenue, Vancouver, British Columbia and legally described as:

LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

and it is a condition of the Loan that the Company, enters into, executes and delivers the following documents:

(a) Agreement of Purchase and Sale;
(b) Form B Mortgage;
(c) Beneficial Mortgage and Direction to Charge;
(d) Commitment Letter;
(e) Bring Down Certificate;
(f) Guarantee and Postponement of Claim;
(g) Environmental Indemnity Agreement;
(h) Authorization to Amend or Complete;
(i) General Security Agreement;
(j) Undertaking to Not Take Further Financing;
(k) Acknowledgment of Receipt of Prescribed Mortgage Terms;
(l) and such other documents, instruments and security as the Lender(s) may require in connection with the Loan.

(collectively, the "**Loan Documents**")

NOW THEREFORE BE AND IT IS HEREBY RESOLVED THAT:

1. The Company be authorized to enter into, execute and deliver the Loan Documents, to borrow the Loan, to observe and perform the covenants and obligations of the mortgagor under the Mortgage and to indemnify the Lender(s) with respect thereto, and that the granting of such covenants and indemnity, the borrowing and payment of the Loan and the performance by the Company of the obligations of the Company under the Loan Documents shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

2. The execution and delivery on behalf of the Company by any one officer or director of the Company with or without the corporate seal of the Company or otherwise of the Loan Documents in such form as may be approved by any one officer or director of the Company, whose signature thereto shall be

conclusive evidence of such approval, and that the Loan Documents so executed as authorized by this resolution, shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

3. The execution and delivery by any one officer or director of the Company as provided for in the above paragraph, in the name of the Company with or without the corporate seal of the Company, or otherwise on behalf of the Company, of all such other documents and the performance of all such other acts and things as may be necessary or desirable to give effect to this resolution, shall be and the same is hereby authorized, approved, ratified, confirmed and adopted in all respects.

4. Delivery of an executed copy of these Resolutions by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of these Resolutions as of the date set forth above by the party so delivering such copy.

DATED this 6th day of October, 2023

Name: Ying Zheng Yu
Director

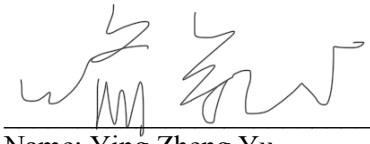
Name: Xiao Song Zheng
Director

conclusive evidence of such approval, and that the Loan Documents so executed as authorized by this resolution, shall be and the same are hereby authorized, approved, ratified, confirmed and adopted in all respects.

3. The execution and delivery by any one officer or director of the Company as provided for in the above paragraph, in the name of the Company with or without the corporate seal of the Company, or otherwise on behalf of the Company, of all such other documents and the performance of all such other acts and things as may be necessary or desirable to give effect to this resolution, shall be and the same is hereby authorized, approved, ratified, confirmed and adopted in all respects.

4. Delivery of an executed copy of these Resolutions by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of these Resolutions as of the date set forth above by the party so delivering such copy.

DATED this 6th day of October, 2023



Name: Ying Zheng Yu
Director

Name: Xiao Song Zheng
Director

1076255 B.C. LTD.

(The "Company")

CERTIFIED COPY OF RESOLUTIONS OF THE DIRECTORS OF THE COMPANY

I, Xiao Song Zheng, a director of the Company, hereby certify the attached resolutions of the directors of the Company to be true and exact copy of resolutions consented to and adopted in writing by the directors of the Company, as of the 6th day of October, 2023, which said resolutions have not been amended and are still valid and in full force and effect on the date hereof.

DATED the 6th day of October, 2023

Print Name: Xiao Song Zheng
Director

APPENDIX D

TITLE SEARCH PRINT 2025-06-27, 15:43:08

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT AND CANCELLED INFORMATION SHOWN

Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA8289443
From Title Number	CA5445115 CA5445116 CA5445117 CA5445118 CA6629195 CA6629196 CA8289437
Application Received	2020-07-08
Application Entered	2020-07-21
Title Cancelled	**2024-07-16**

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 031-145-884

Legal Description:

LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP91453

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA5445119
FILED 2016-08-23
CANCELLED BY CA8321148 2020-07-24

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA6629197
FILED 2018-02-15
CANCELLED BY CA8321147 2020-07-24

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA6629198
Registration Date and Time:	2018-02-15 14:53
Registered Owner:	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. INCORPORATION NO. A0081339
Remarks:	MODIFIED BY CA8227289 EXTENDED BY CA8289441
Cancelled By:	**CA8670536**
Cancelled Date:	**2020-12-23**

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA6629199
Registration Date and Time:	2018-02-15 14:53
Registered Owner:	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. INCORPORATION NO. A0081339
Remarks:	MODIFIED BY CA8227290 EXTENDED BY CA8289442
Cancelled By:	**CA8670537**
Cancelled Date:	**2020-12-23**

Nature:	MORTGAGE
Registration Number:	CA6629200
Registration Date and Time:	2018-02-15 14:53
Registered Owner:	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. INCORPORATION NO. A0081339
Remarks:	MODIFIED BY CA8227291 EXTENDED BY CA8289439
Cancelled By:	**CA8670538**
Cancelled Date:	**2020-12-23**

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA6629201
Registration Date and Time:	2018-02-15 14:53
Registered Owner:	INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. INCORPORATION NO. A0081339
Remarks:	MODIFIED BY CA8227292 EXTENDED BY CA8289440
Cancelled By:	**CA8670539**
Cancelled Date:	**2020-12-23**

Nature:	MODIFICATION
Registration Number:	CA8227289
Registration Date and Time:	2020-06-04 14:18
Remarks:	MODIFICATION OF CA6629198
Cancelled By:	**CA8670536**
Cancelled Date:	**2020-12-23**

Nature:	MODIFICATION
Registration Number:	CA8227290
Registration Date and Time:	2020-06-04 14:18
Remarks:	MODIFICATION OF CA6629199
Cancelled By:	**CA8670537**
Cancelled Date:	**2020-12-23**

Nature:	MODIFICATION
Registration Number:	CA8227291
Registration Date and Time:	2020-06-04 14:18
Remarks:	MODIFICATION OF CA6629200
Cancelled By:	**CA8670538**
Cancelled Date:	**2020-12-23**

Nature:	MODIFICATION
Registration Number:	CA8227292
Registration Date and Time:	2020-06-04 14:18
Remarks:	MODIFICATION OF CA6629201
Cancelled By:	**CA8670539**
Cancelled Date:	**2020-12-23**

Nature:	MORTGAGE
Registration Number:	CA8229304
Registration Date and Time:	2020-06-05 13:26
Registered Owner:	0980202 B.C. LTD. INCORPORATION NO. BC0980202
Cancelled By:	**CA9617105**
Cancelled Date:	**2022-01-04**

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA8229305
Registration Date and Time:	2020-06-05 13:26
Registered Owner:	0980202 B.C. LTD. INCORPORATION NO. BC0980202
Cancelled By:	**CA9617106**
Cancelled Date:	**2022-01-04**

Nature: MORTGAGE
Registration Number: CA8289439
Registration Date and Time: 2020-07-08 16:01
Registered Owner: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
INCORPORATION NO. A0081339
Remarks: EXTENSION OF CA6629200, AS MODIFIED BY CA8227291
Cancelled By: **CA8670540**
Cancelled Date: **2020-12-23**

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8289440
Registration Date and Time: 2020-07-08 16:01
Registered Owner: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
INCORPORATION NO. A0081339
Remarks: EXTENSION OF CA6629201, AS MODIFIED BY CA8227292
Cancelled By: **CA8670541**
Cancelled Date: **2020-12-23**

Nature: MORTGAGE
Registration Number: CA8289441
Registration Date and Time: 2020-07-08 16:01
Registered Owner: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
INCORPORATION NO. A0081339
Remarks: EXTENSION OF CA6629198, AS MODIFIED BY CA8227289
Cancelled By: **CA8670542**
Cancelled Date: **2020-12-23**

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8289442
Registration Date and Time: 2020-07-08 16:01
Registered Owner: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.
INCORPORATION NO. A0081339
Remarks: EXTENSION OF CA6629199, AS MODIFIED BY CA8227290
Cancelled By: **CA8670543**
Cancelled Date: **2020-12-23**

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA8289445
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: PART IN PLAN EPP95224

Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Nature: COVENANT
Registration Number: CA8289447
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Nature: EQUITABLE CHARGE
Registration Number: CA8289448
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA8289449
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289445 PRIORITY OVER CA6629198, CA6629199, CA6629200, CA6629201, CA8227289, CA8227290, CA8227291 AND CA8227292
Cancelled By: CA8670539
Cancelled Date: 2020-12-23

Nature: PRIORITY AGREEMENT
Registration Number: CA8289450
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289445 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By: CA9617106
Cancelled Date: 2022-01-04

Nature: PRIORITY AGREEMENT
Registration Number: CA8289451
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289446 PRIORITY OVER CA6629198, CA6629199, CA6629200, CA6629201, CA8227289, CA8227290, CA8227291 AND CA8227292
Cancelled By: CA8670539
Cancelled Date: 2020-12-23

Nature: PRIORITY AGREEMENT
Registration Number: CA8289452
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289446 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By: CA9617106
Cancelled Date: 2022-01-04

Nature: PRIORITY AGREEMENT
Registration Number: CA8289453
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289447 PRIORITY OVER CA6629198, CA6629199, CA6629200, CA6629201, CA8227289, CA8227290, CA8227291 AND CA8227292
Cancelled By: **CA8670539**
Cancelled Date: **2020-12-23**

Nature: PRIORITY AGREEMENT
Registration Number: CA8289454
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289447 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By: **CA9617106**
Cancelled Date: **2022-01-04**

Nature: PRIORITY AGREEMENT
Registration Number: CA8289455
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289448 PRIORITY OVER CA6629198, CA6629199, CA6629200, CA6629201, CA8227289, CA8227290, CA8227291 AND CA8227292
Cancelled By: **CA8670539**
Cancelled Date: **2020-12-23**

Nature: PRIORITY AGREEMENT
Registration Number: CA8289456
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289448 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By: **CA9617106**
Cancelled Date: **2022-01-04**

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA8289458
Registration Date and Time: 2020-07-08 16:01
Remarks: GRANTING CA8289457 PRIORITY OVER CA6629198, CA6629199, CA6629200, CA6629201, CA8227289, CA8227290, CA8227291 AND CA8227292
Cancelled By: **CA8670539**
Cancelled Date: **2020-12-23**

Nature:	PRIORITY AGREEMENT
Registration Number:	CA8289459
Registration Date and Time:	2020-07-08 16:01
Remarks:	GRANTING CA8289457 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By:	**CA9617106**
Cancelled Date:	**2022-01-04**

Nature:	MORTGAGE
Registration Number:	CA8665673
Registration Date and Time:	2020-12-22 09:07
Registered Owner:	NATIONAL BANK OF CANADA
Cancelled By:	**CB298170**
Cancelled Date:	**2022-10-24**

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA8665674
Registration Date and Time:	2020-12-22 09:07
Registered Owner:	NATIONAL BANK OF CANADA
Cancelled By:	**CB298171**
Cancelled Date:	**2022-10-24**

Nature:	PRIORITY AGREEMENT
Registration Number:	CA8665717
Registration Date and Time:	2020-12-22 09:18
Remarks:	GRANTING CA8665673 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By:	**CA9617106**
Cancelled Date:	**2022-01-04**

Nature:	PRIORITY AGREEMENT
Registration Number:	CA8665718
Registration Date and Time:	2020-12-22 09:18
Remarks:	GRANTING CA8665674 PRIORITY OVER CA8229304 AND CA8229305
Cancelled By:	**CA9617106**
Cancelled Date:	**2022-01-04**

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680

Nature: COVENANT
Registration Number: CB251888
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680

Nature: PRIORITY AGREEMENT
Registration Number: CB251889
Registration Date and Time: 2022-09-29 10:48
Remarks: GRANTING CB251887 PRIORITY OVER CA8665673 AND CA8665674
Cancelled By: CB298171
Cancelled Date: 2022-10-24

Nature: PRIORITY AGREEMENT
Registration Number: CB251890
Registration Date and Time: 2022-09-29 10:48
Remarks: GRANTING CB251888 PRIORITY OVER CA8665673 AND CA8665674
Cancelled By: CB298171
Cancelled Date: 2022-10-24

Nature: MORTGAGE
Registration Number: CB292874
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB292875
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA

Nature: MORTGAGE
Registration Number: CB293126
Registration Date and Time: 2022-10-20 14:00
Registered Owner: PETERSON INVESTMENT GROUP INC.
INCORPORATION NO. BC1059668

Nature: ASSIGNMENT OF RENTS
Registration Number: CB293127
Registration Date and Time: 2022-10-20 14:00
Registered Owner: PETERSON INVESTMENT GROUP INC.
INCORPORATION NO. BC1059668

Nature: PRIORITY AGREEMENT
Registration Number: CB294025
Registration Date and Time: 2022-10-20 16:44
Remarks: GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	CB1411235
Registration Date and Time:	2024-06-27 15:34
Registered Owner:	STONE AGE COBBLESTONES B.C. LTD. INCORPORATION NO. BC0750143
Cancelled By:	**CB1424412**
Cancelled Date:	**2024-07-04**

Nature:	OPTION TO LEASE
Registration Number:	CB1428809
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	1284673 B.C. LTD. INCORPORATION NO. BC1284673
Remarks:	INTER ALIA PART IN PLAN EPP137766

Nature:	OPTION TO LEASE
Registration Number:	CB1428811
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	1284673 B.C. LTD. INCORPORATION NO. BC1284673
Remarks:	PART IN PLAN EPP137767

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers

Registration Date:	2024-07-16
Description:	PART SUBDIVIDED BY AIR SPACE PLAN EPP133834 CB1428812

Registration Date:	2024-07-16
Description:	REMAINDER JA6749

Corrections

CR64190 2024-07-16 15:59:10 TRANSFER UPDATED CA8289443

APPENDIX E

SUPREME COURT
OF
BRITISH COLUMBIA
SEAL
09-Dec-24
Vancouver
REGISTRY

Court File No. VLC-S-S-248509

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

URBAN ONE CONTRACTORS INC.

PLAINTIFF

AND:

LIGHTSTONE DEVELOPMENT LTD. and 1076255 B.C. LTD., CLARK WILSON LLP, JOHN DOE 1 TO AND INCLUDING JOHN DOE 58

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiff,

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The Plaintiff is a company incorporated pursuant to the laws of British Columbia with business address at 50 West 7th Avenue, Vancouver, British Columbia.

2. The Defendants **LIGHTSTONE DEVELOPMENT LTD. and 1076255 B.C. LTD.,** are related entities, each incorporated pursuant to the laws of British Columbia, each with registered and records office located at #1530 - 1200 WEST 73RD AVENUE VANCOUVER BC V6P 6G5

3. The defendant Clark Wilson LLP is a law firm practicing in Vancouver, British Columbia, with address at 900 – 885 West Georgia Street, Vancouver, BC. The Defendant Clark Wilson LLP is the law firm representing the defendants **LIGHTSTONE DEVELOPMENT LTD. and 1076255 B.C. LTD.** in the purchase and sale of strata units in the Improvement.

4. The defendants **JOHN DOE 1 TO AND INCLUDING JOHN DOE 58** are persons whose identity is unknown to the plaintiff, are purchasers of strata units in the Improvement.

5. At all material times the Defendant LIGHTSTONE DEVELOPMENT LTD. ("Lightstone"):

   (a) held itself out as the legal and beneficial owner of property formerly legally described as 031-145-884 LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453 (then converted to Airspace Plan EPP133834 and since stratified into individual strata units) in Kerrisdale, Vancouver, British Columbia (the "Lands) on which an Improvement, specifically a condominium project commonly called "Chloe" is or was constructed (the "Improvement") and

   (b) advised that the Defendant **1076255 B.C. LTD., ("1076255")** identified in the Land Title Office as the registered owner of the Lands, is a bare trustee holding the Lands in trust for Lightstone.

6. On or about 10 JUNE 2022, Lightstone on its own behalf as beneficial owner of the Lands and with the knowledge, consent and on behalf of the defendant 1076255 as owner and the Plaintiff as contractor entered into a contract for the construction of the Improvement on the Lands (the "Contract"). The terms of the Contract required Lightstone to make payment to the Plaintiff for work done under the Contract, in the amount set out in the Contract, as adjusted from time to time.

7. The terms of the Contract also provided that should Lightstone fail to pay the Plaintiff interest on the unpaid amount shall also be due, calculated at the rate of Royal Bank of Canada prime rate plus 6% per annum compounded monthly for the first 60 days and Royal Bank of Canada prime rate plus 10% per annum compounded monthly thereafter.

8. The Plaintiff performed its work under the Contract.

9. In breach of the terms of the Contract, the defendants failed to pay the plaintiff for work done, despite demand having been made.

10. There is due and owing to the plaintiff $675,733.97 plus interest for work done.

11. Interest calculated to November 30, 2024 at the rates set out in the Contact is $27,706.68 with a per diem rate of $306.86 thereafter.

12. The defendants delivered cheques to the plaintiff for payment in the amounts of $150,000 and $262,205.40. Both cheques were returned NSF.

13. The defendants are now selling the strata units in the Improvement. The identify of the purchasers are not known to the plaintiff. The defendants John Doe 1 to John Doe 58 represent the purchasers, present and future, of each strata unit (commercial and residential) in the Improvement. (the "Purchasers")

14. Pursuant to the terms of their respective agreements for purchase and sale, and pursuant to the requirements of the Strata Property Act SBC s. 88 and regulations thereto, the Purchasers John Doe 1 to and including John Doe 58 and each of them have or will have retained 7% of their strata unit purchase price as Strata Purchaser Holdback under the Strata Property Act Regulations ("Stata Purchaser Holdbacks"), which Strata Purchaser Holdbacks are subject to a lien under the Builders Lien Act SBC.

15. Clark Wilson LLP is legal counsel for the defendants in respect of the strata unit closings. Clark Wilson LLP holds or will hold or will receive Strata Purchaser Holdbacks in respect of the purchase and sale of strata units by John Doe 1 to and including John Doe 58.

16. The plaintiff makes a claim of lien against all Strata Purchaser Holdbacks in respect of all sales of the strata units in the Improvement to John Doe 1 to and including John Doe 58 pursuant to the provisions of the Builders Lien Act. SBC and the Strata Property Act.

Part 2. RELIEF SOUGHT.

Against the defendants LIGHTSTONE DEVELOPMENT LTD. and 1076255 B.C. LTD.:

1. Judgment in debt in the amount of $675,733.97 plus interest thereon at the contractual rate of the rate of Royal Bank of Canada prime rate plus 6% per annum compounded monthly for the first 60 days and Royal Bank of Canada prime rate plus 10% per annum compounded monthly thereafter.

2. Damages for breach of contract including legal costs incurred.

Against all defendants:

3. a declaration that the plaintiff is entitled to a builders lien for the said amount of $675,733.97 and costs against the Strata Purchaser Holdbacks retained by each defendant Purchaser John Doe 1 to any including John Doe 58 in the transaction of purchase and sale of their respective strata unit;

4. An order or declaration that the lien is a first charge lien or encumbrance thereon in preference and priority to all right, title and interest of any other person therein.

5. An order that in default of immediate payment of the said amount of $675,733.97 and costs the Strata Purchaser Holdbacks charged by the said lien be paid to the plaintiff.

6. An order or declaration that Clark Wilson LLP and the Defendants John Doe 1 to and including John Doe 58 pay $675,733.97 plus interest plus costs from the Strata Purchaser Holdbacks.

7. For the purposes aforesaid, an order that all proper directions be given, inquiries made, and accounts taken.

Part 3. LEGAL BASIS

1. The plaintiff claims in debt owed pursuant to the terms of a contract, with interest claimed at rates set out in the contract.

2. The plaintiff claims for damages for breach of contract.

3. The plaintiff claims costs.

4. The plaintiff claims a lien against the Strata Purchaser Holdback maintained by purchasers (John Doe 1 to and including John Doe 58) under the Strata Property Act SBC and regulations thereto and the Builders Lien Act.

Plaintiff's address for service:

Marina Pratchett Law Corporation
1664 Woods Rd.
Bowen Island BC V0N 1G@
604 312 7001

Fax number address for service (if any):	n/a
E-mail address for service (if any):	if sent to both: marina@pratchettlaw.com and marinapratchett@gmail.com
Place of trial:	Vancouver
The address of the registry is:	800 Smithe Street, Vancouver, BC V6Z 2E1

Dated: 7 December 2024

marina pratchett

Signature of Lawyer for Plaintiff

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Breach of contract and the duty to act honestly, in good faith and with fair dealing.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

☐ a motor vehicle accident
☐ medical malpractice
☐ another cause

A dispute concerning:

☐ contaminated sites
☐ construction defects
☐ real property (real estate)
☐ personal property
☐ the provision of goods or services or other general commercial matters
☐ investment losses
☐ the lending of money
☐ an employment relationship
☐ a will or other issues concerning the probate of an estate
☑ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

☐ a class action
☐ maritime law
☐ aboriginal law
☐ constitutional law
☐ conflict of laws
☑ none of the above
☐ do not know

Part 4:

The Solicitors for the Plaintiff are MARINA PRATCHETT LAW CORPORATION, whose office address and address for delivery is 1664 WOODS ROAD, BOWEN ISLAND BC V0N 1G2 Telephone: +1 604 312 7001 Facsimile: N/A. EMAIL: IF SENT TO BOTH: marina@pratchettlaw.com and marinapratchett@gmail.com

APPENDIX F

TITLE SEARCH PRINT 2025-07-03, 12:13:24

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1730900

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1729027
From Title Number CB1428839

Application Received 2024-11-25

Application Entered 2024-11-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: MATTHEW WEI YAN TONG, SELF-EMPLOYED
201 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-486
Legal Description:
STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1729028
Registration Date and Time:	2024-11-25 12:53
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:37

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1386000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1744192
From Title Number CB1428840

Application Received 2024-12-02

Application Entered 2024-12-04

Registered Owner in Fee Simple
Registered Owner/Mailing Address: KEVIN LI, DEVELOPMENT COORDINATOR
#202 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-494
Legal Description:
STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1876034
Registration Date and Time:	2025-02-14 14:44
Registered Owner:	BANK OF MONTREAL

Nature:	MORTGAGE
Registration Number:	CB1998587
Registration Date and Time:	2025-04-23 12:39
Registered Owner:	DONG MEI XIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications

Parcel Identifier: 032-299-494
Application Number/Type: CB2132373 STRATA PROPERTY ACT LIEN

TITLE SEARCH PRINT 2025-07-03, 12:13:25

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2550000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1729298
From Title Number CB1428842

Application Received 2024-11-25

Application Entered 2024-11-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: DR. HOWARD CHANG INC., INC.NO. BC1219580
204 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-516
Legal Description:
STRATA LOT 4 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1729299
Registration Date and Time:	2024-11-25 14:08
Registered Owner:	CANADIAN IMPERIAL BANK OF COMMERCE

Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	BB5010033
Registration Date and Time:	2025-06-13 13:01
Registered Owner:	QUALITECH CONSTRUCTION GROUP LTD.

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:26

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1724200

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1728479
From Title Number CB1428849

Application Received 2024-11-25

Application Entered 2024-12-03

Registered Owner in Fee Simple
Registered Owner/Mailing Address: YI XUAN QI, SOFTWARE ENGINEER
#83 - 3555 WESTMINSTER HIGHWAY
RICHMOND, BC
V7C 5P6

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-583
Legal Description:
STRATA LOT 11 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1728480
Registration Date and Time:	2024-11-25 11:29
Registered Owner:	BANK OF MONTREAL

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:26

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2098000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1728645
From Title Number CB1428850

Application Received 2024-11-25

Application Entered 2024-11-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: LIAM EMERTON BLAKE, STUDENT
212 - 2096 WEST 47TH AVE.
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-591
Legal Description:
STRATA LOT 12 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:27

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1110000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1743527
From Title Number CB1428852

Application Received 2024-12-02

Application Entered 2024-12-04

Registered Owner in Fee Simple
Registered Owner/Mailing Address: SHANG JING JIANG, GENERAL MANAGER
#214 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-613
Legal Description:
STRATA LOT 14 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1743528
Registration Date and Time:	2024-12-02 10:28
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:27

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1689000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1728384
From Title Number	CB1428854
Application Received	2024-11-25
Application Entered	2024-11-27

Registered Owner in Fee Simple

Registered Owner/Mailing Address: ROBERT CHIU KEUNG WONG, MANAGING DIRECOR
CHING YEE SO, BUSINESS DEVELOPMENT MANAGER
3C, NO. 2 WANG FUNG TERRACE, TAI HANG ROAD, TAI HANG
HONG KONG
NCA
CHINA
AS JOINT TENANTS

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-630

Legal Description:

STRATA LOT 16 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:28

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $980000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1729433
From Title Number CB1428859

Application Received 2024-11-25

Application Entered 2024-11-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HSIU-HUA YU, DENTAL ASSISTANT
#305 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-681
Legal Description:
STRATA LOT 21 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1729434
Registration Date and Time:	2024-11-25 15:00
Registered Owner:	THE BANK OF NOVA SCOTIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:28

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $965900

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1728517
From Title Number CB1428860

Application Received 2024-11-25

Application Entered 2024-12-03

Registered Owner in Fee Simple
Registered Owner/Mailing Address: YAN SHAO, SALES DIRECTOR
#306 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-699
Legal Description:
STRATA LOT 22 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1728518
Registration Date and Time:	2024-11-25 11:38
Registered Owner:	BANK OF MONTREAL

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:29

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $970000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1728559
From Title Number CB1428861

Application Received 2024-11-25

Application Entered 2024-12-03

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1138555 B.C. LTD., BC1138555
1235 WEST 39TH AVENUE
VANCOUVER, BC
V6M 1S9

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-702
Legal Description:
STRATA LOT 23 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:30

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2500000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1730496
From Title Number CB1428862

Application Received 2024-11-26

Application Entered 2024-11-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: YIN FONG TONG, BUSINESSWOMAN
10100 WILLIAMS ROAD
RICHMOND, BC
V7A 1H4

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-711
Legal Description:
STRATA LOT 24 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:30

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1576900

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1730692
From Title Number	CB1428866
Application Received	2024-11-26
Application Entered	2024-11-28

Registered Owner in Fee Simple

Registered Owner/Mailing Address: THOMAS KWAN HO LAU, COMPANY DIRECTOR
1/F, 13B, WONG KENG TEI
SAI KUNG, NEW TERRITORIES
N/A
HONG KONG

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-753

Legal Description:

STRATA LOT 28 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:31

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1660000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1730176
From Title Number	CB1428868
Application Received	2024-11-26
Application Entered	2024-11-28

Registered Owner in Fee Simple

Registered Owner/Mailing Address: SUNNY GOYAL, DIRECTOR OF BLUE VISION MARKETING LTD.
6730 LAUREL STREET
VANCOUVER, BC
V6P 3T5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-770

Legal Description:

STRATA LOT 30 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:31

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1800000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1774720
From Title Number CB1428869

Application Received 2024-12-17

Application Entered 2024-12-19

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HUI TANG, RETIREE
315 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-788
Legal Description:
STRATA LOT 31 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:32

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $3021000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1730933
From Title Number CB1428870

Application Received 2024-11-26

Application Entered 2024-11-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: FIONA MELLALEEN LEE, PRINCIPAL/TEACHER
SUITE 316, 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-796
Legal Description:
STRATA LOT 32 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1730934
Registration Date and Time:	2024-11-26 11:22
Registered Owner:	CANADIAN IMPERIAL BANK OF COMMERCE

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:33

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $1578900

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1730685
From Title Number	CB1428873
Application Received	2024-11-26
Application Entered	2024-11-28

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

YEN HUNG CHEN, DENTIST
LI-PIN CHEN, ACCOUNTANT
2014 WEST 46TH AVENUE
VANCOUVER, BC
V6M 2K9
AS JOINT TENANTS

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-826

Legal Description:

STRATA LOT 35 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:33

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2728900

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1728449
From Title Number CB1428874

Application Received 2024-11-25

Application Entered 2024-11-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: CHUN ZHU LIU, INVESTOR
401-2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-834
Legal Description:
STRATA LOT 36 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:34

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $3500000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1783351
From Title Number CB1428878

Application Received 2024-12-20

Application Entered 2025-01-08

Registered Owner in Fee Simple
Registered Owner/Mailing Address: YUEN KEI TANG, MARKING MANAGER
#405 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-877
Legal Description:
STRATA LOT 40 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1783352
Registration Date and Time:	2024-12-20 09:53
Registered Owner:	BANK OF MONTREAL

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:34

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2886000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1730504
From Title Number CB1428879

Application Received 2024-11-26

Application Entered 2024-11-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: PMJC TRADING LTD., INC.NO. BC0519151
1742 WEST 40TH AVENUE
VANCOUVER, BC
V6M 1W2

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-885
Legal Description:
STRATA LOT 41 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:35

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2400000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1730932
From Title Number CB1428880

Application Received 2024-11-26

Application Entered 2024-11-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: LESLIE DALE SAPERSTEIN, RETIRED
407 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-893
Legal Description:
STRATA LOT 42 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1973767
Registration Date and Time:	2025-04-08 17:25
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:36

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2850000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1733024
From Title Number CB1428882

Application Received 2024-11-27

Application Entered 2024-11-29

Registered Owner in Fee Simple
Registered Owner/Mailing Address: SUK WAH KWAN, RETIRED
409 - 2096 WEST 47TH AVENUE
VANCOUVER, BC
V6M 0E5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-915
Legal Description:
STRATA LOT 44 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-07-03, 12:13:36

File Reference: 207091-598712 Requestor: Liezl Dreijer

Declared Value $2733600

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1732999
From Title Number	CB1428883
Application Received	2024-11-27
Application Entered	2024-11-29

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

FRANCIS O NEILL, RETIRED
JOAN MARIE O'NEILL, RETIRED
1003 - 5657 HAMPTON PLACE
VANCOUVER, BC
V6T 2H4
AS JOINT TENANTS

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-923

Legal Description:

STRATA LOT 45 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications

Parcel Identifier: 032-299-923
Application Number/Type: CB2144863 FREEHOLD TRANSFER
Application Number/Type: CB2144864 MORTGAGE

APPENDIX G

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Matthew Wei Yan Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

SL: 18
Suite: 218

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 07 day of September, 2021.

Witness	Purchaser's Signature	Matthew Wei Yan Tong Print Name
Witness	Purchaser's Signature	Print Name

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Matthew Wei Yan Tong

Occupation: Buyer

Address: 1101 5955 Balsam Street

City: Vancouver

Province: BC **Postal Code:** V6M 0A1

Tel: (604) 374-7172 **Cell:**

Email: matthewtong22@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Feb 08, 1992

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 18 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 218, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,730,900.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $81,545.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $86,545.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $86,545.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $86,545.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 07 day of September, 2021.

_____ _____ Seal

Witness *Purchaser*: Matthew Wei Yan Tong

_____ _____ Seal

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 09 day of September, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

INITIALS

Purchaser	Purchaser	Vendor
		YU

12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

INITIALS

Purchaser	Purchaser	Vendor
		YU

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
		YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with RE/MAX Crest Realty (the "**Selling Brokerage**") and Henry So PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 07 day of September, 20 21.

Witness	Purchaser's Signature	Matthew Wei Yan Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 07 day of September, 20 21.

Witness	Purchaser's Signature	Matthew Wei Yan Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

ADDITIONAL BICYCLE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional bicycle storage locker(s) (the "**Additional Bicycle Locker**") in the Development. The Vendor reserves the right to allocate the Additional Bicycle Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the bicycle lockers in the Development will vary in size, shape, and convenience of location.

The Additional Bicycle Locker(s) shall be provided at the Purchaser's cost of $ 3,000.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Bicycle Locker
Addendum

SL: 18
Suite: 218

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 07 day of September, 20 21.

Witness	Purchaser's Signature	Matthew Wei Yan Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor will do the best effort to assign the parking stalls closest to the North side elevator.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 07 day of September, 20 21.

Witness	Purchaser's Signature	Matthew Wei Yan Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 18
Suite: 218

AGENT COMMISSION FORM

Date: September 07, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 18 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 18 Suite No. 218 within the Development.

INITIALS

Agent	Vendor

YU

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

Net Purchase Price: 1,730,900.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Henry So PREC

Managing Brokerage: RE/MAX Crest Realty

Address: 290 - 3631 No. 3 Road, Richmond, BC, V6X 2B9

Phone: (604) 880-8727 Fax: _____ Email: info@henryso.com

Signed:

Witness

Henry So PREC
Purchaser's Agent Name

Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

Receipt from Avesdo

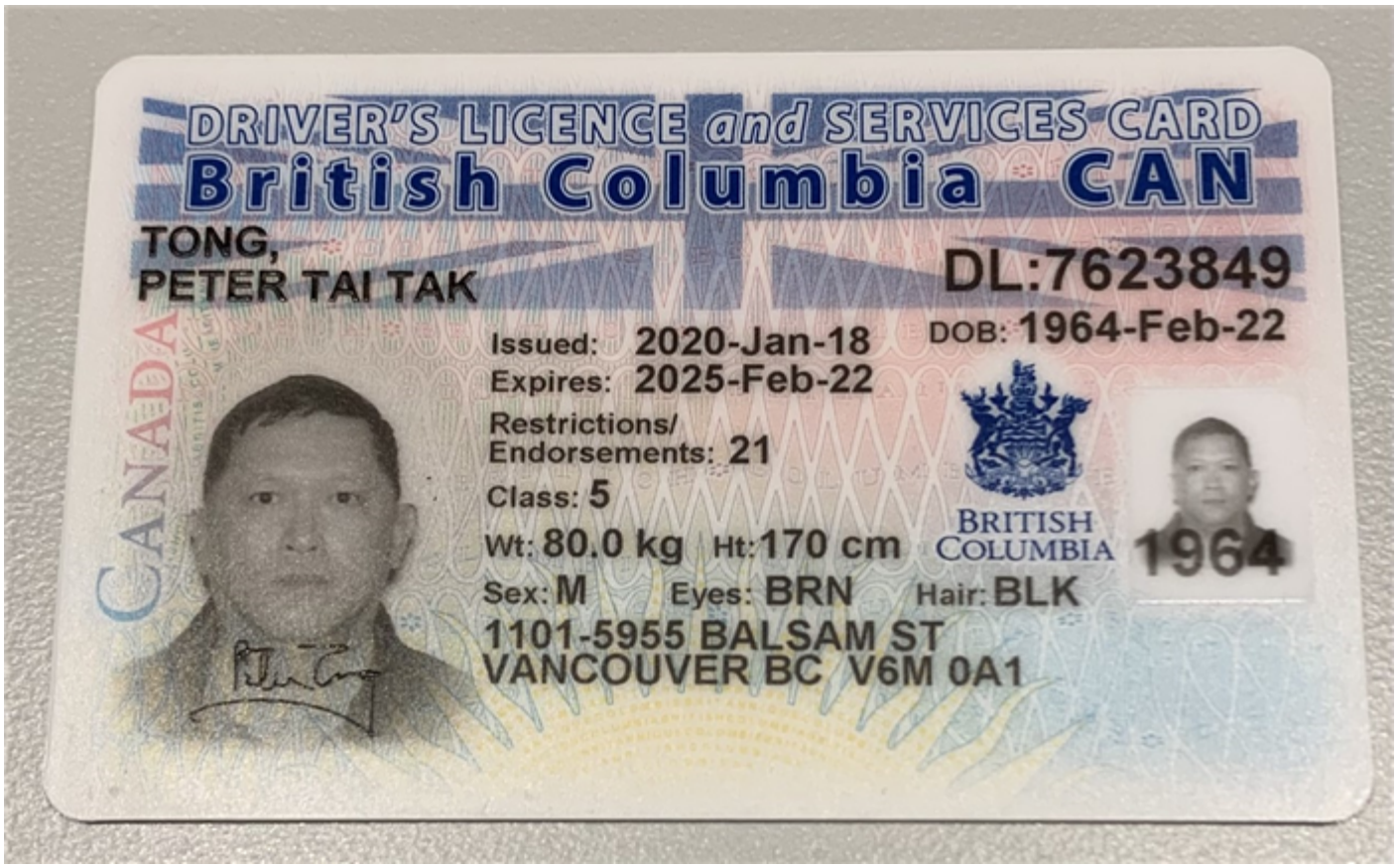
Receipt #1970-1722

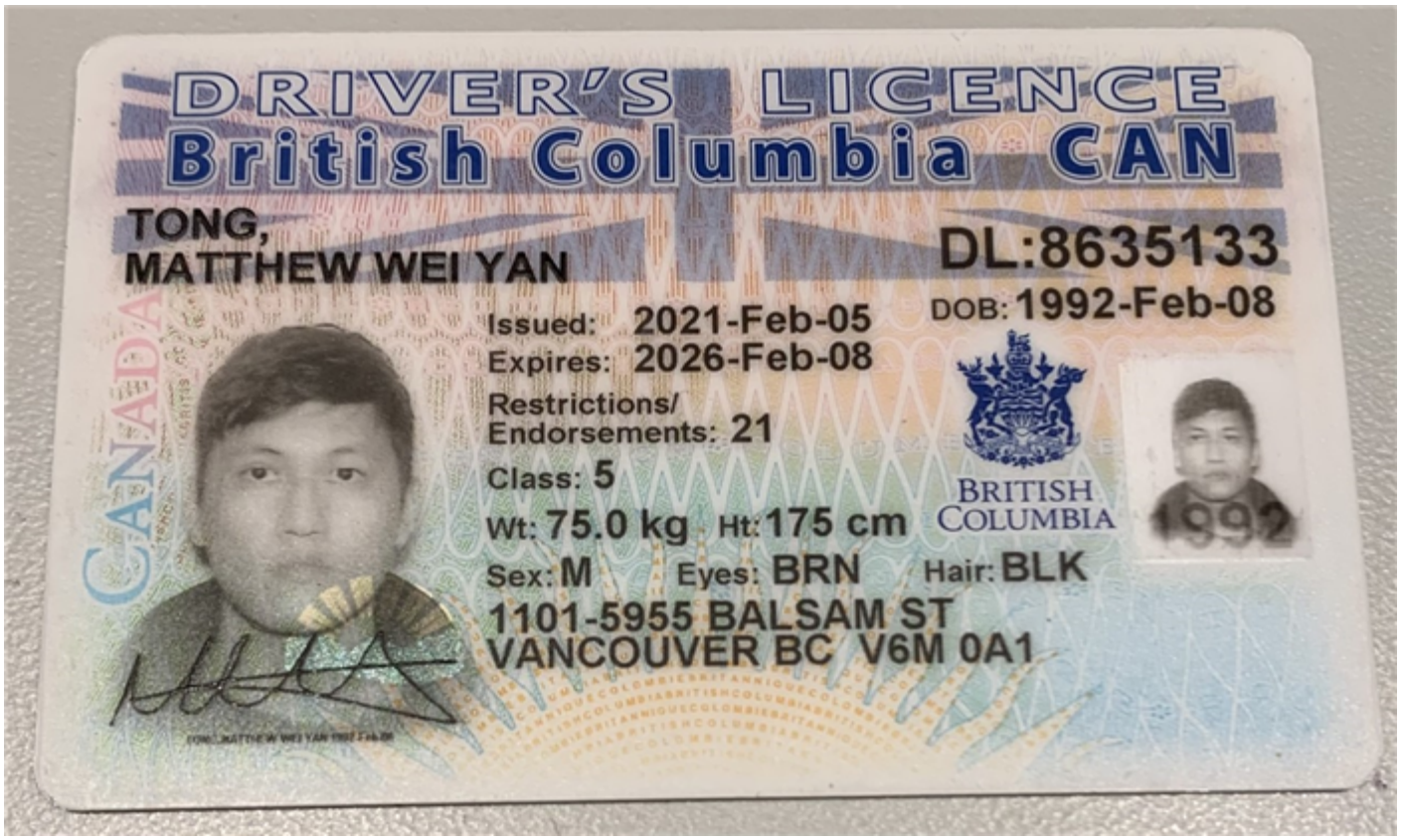
AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	September 7, 2021	- 9177

SUMMARY

Reservation charge created for Suite. 218 SL. 18 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.


DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
TONG,
PETER TAI TAK
DL:7623849
DOB: 1964-Feb-22
Issued: 2020-Jan-18
Expires: 2025-Feb-22
Restrictions/
Endorsements: 21
Class: 5
Wt: 80.0 kg Ht: 170 cm
Sex: M Eyes: BRN Hair: BLK
1101-5955 BALSAM ST
VANCOUVER BC V6M 0A1
CANADA
BRITISH
COLUMBIA
1964


DRIVER'S LICENCE
British Columbia CAN
TONG,
MATTHEW WEI YAN
DL:8635133
DOB: 1992-Feb-08
Issued: 2021-Feb-05
Expires: 2026-Feb-08
Restrictions/
Endorsements: 21
Class: 5
Wt: 75.0 kg Ht: 175 cm
Sex: M Eyes: BRN Hair: BLK
1101-5955 BALSAM ST
VANCOUVER BC V6M 0A1
BRITISH COLUMBIA
CANADA

ENDORSEMENTS AND LIMITATIONS
This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.

SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.

VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

EEK284881

HG049168

PASSPORT
PASSEPORT

CANADA

Type/Type
P

Issuing Country/Pays émetteur
CAN

Passport No./N° de passeport
HG049168

Surname/Nom
TONG

Given names/Prénoms
MATTHEW

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
08 FEB /FÉV 92

Sex/Sexe
M

Place of birth/Lieu de naissance
LONDON GBR

Date of issue/Date de délivrance
10 JULY/JUIL 15

Date of expiry/Date d'expiration
10 JULY/JUIL 25

Issuing Authority/Autorité de délivrance
LONDON

EEK284881

P<CANTONG<<MATTHEW<<<<<<<<<<<<<<<<<<<<<<<<<<<<

HG049168<9CAN9202081M2507101<<<<<<<<<<<<<<08

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 218 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Henry. So PREC. / RE/MAX Crest Realty
Date Information Verified/Credit File Consulted: Sep 07, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Matthew Wei Yan Tong
2. Address: 1101 5955 Balsam Street Vancouver BC V6M 0A1
3. Date of Birth: February 8, 1992
4. Nature of Principal Business or Occupation: Buyer

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 8635133
3. Issuing Jurisdiction: BC **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: February 8, 2026
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

CHLOÉ
KERRISDALE

THIRD PARTY IDENTIFICATION INFORMATION RECORD

This record should be used if:

a) you have identified an individual or corporation who is purchasing the unit on behalf of a third party; or
b) you have received funds (for example, for a deposit) that is from an account belonging to an individual or corporation that is not the purchaser.

Unit # 218 SL# 18 Date: September 15, 2021

Address: 2094 W 43rd Ave, Vancouver BC, Canada V6M 2C8

Sales Representative: Wilson Tsang PREC

Type of ID Document: Driver's License Document ID #: 7623849

Issuing Jurisdiction/Country: British Columbia Expiry Date: February 22, 2025

Full Legal Name: Peter Tai Tak Tong

Date of Birth: February 22, 1954

Current Address: 1101-5955 Balsam Street, Vancouver BC, V6M 0A1

Nature of Principal Occupation/Business: Homemaker

Relationship between third party and client: Father

Penalties for Non-Compliance: Penalties are severe and can range up to 5 years in prison and fines to $2 million. The requirements are not to be taken lightly and are effective immediately. Our company does not make up the rules. Our office policy; however, has been for many years not to accept cash deposits in any amount.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated September 9, 20 21 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 15 day of September, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 81,545.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank HSBC

Matthew Wei Yan Tong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, PETER TONG, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

1016004-E/F_2014-03

HSBC
HSBC Bank Canada
Banque HSBC Canada
2164 WEST 41ST AVENUE
VANCOUVER BC V6M 1Z1

THIS DRAFT CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW
LE VERSO DE CETTE TRAITE A ÉTÉ FILIGRANÉ À DES FINS DE SÉCURITÉ. LA TENIR EN ANGLE POUR LE CONSTATER.

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325632

2 0 2 1 0 9 1 5
DATE Y/A M/M D/J

CLARK WILSON LLP, "IN TRUST"

$ **81,545.00

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE

CAD EIGHTY ONE THOUSAND FIVE HUNDRED FORTY FIVE ONLY

CANADIAN DOLLARS
DOLLARS CANADIENS

Ordering Customer / Client émetteur
PETER TAI TAK TONG

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESEING

ROWLES HONG
030869

⑈325632⑈ ⑆10110⑆016⑆ 93028 2⑆010⑈

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 18
Suite: 218

DÈPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept. 7th, 20 21 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 4 day of December, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 86,545 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Royal Bank of Canada

Matthew Wei Yan Tong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

68116985 0-516

Royal Bank of Canada
Banque Royale du Canada
2208 WEST 41ST AVENUE
VANCOUVER, BC

DATE 20211203 (Y/A M/M D/J)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE Clark Wilson LLP, In Trust $86,545.00

EXACTLY $86,545.00 ¢ CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

RE/OBJET

PURCHASER NAME MATTHEW TONG NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

FORM 16516 (05-2016)

⑈68116985⑈ ⑆06800⑉003⑆ 099⑉013⑉5⑈

CHLOE
Deposit Receipt

CHLOÉ

SL: 18
Suite: 218

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☑ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And: Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated: Sept 7, 20 21 with respect to the purchase and sale of Strata Lot # 18 (the "**Strata Lot**") (Suite # 218) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 21 day of June, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 86,545 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank RBC

Matthew Wei Yan Tong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

69646805 7-516

Royal Bank of Canada
Banque Royale du Canada
2208 WEST 41ST AVENUE
VANCOUVER, BC

DATE 2022 06 21 (YYA MMM DDJ)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE: Clark Wilson LLP In Trust — $86,545.00

EXACTLY $86,545.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5 000,00 $ CANADIENS

CANADIAN DOLLARS / CANADIENS

RE/OBJET

MATTHEW TONG
PURCHASER NAME / NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

Jeffery. L

⑈69646805⑈ ⑆06800⑆003⑆ 099⑆013⑆5⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 16 (Previously 18)
Suite: 201 (Previously 218)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Matthew Wei Yan Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept 7, 20 21 with respect to the purchase and sale of Strata Lot # 16 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 9th day of DECEMBER, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 86,545 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank RBC

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

71033208 1-516

Royal Bank of Canada
Banque Royale du Canada
2208 WEST 41ST AVENUE
VANCOUVER, BC

DATE 20221207 (Y/A M/M D/J)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE Clark Wilson LLP in Trust $86,545.00

EXACTLY $86,545.00¢

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET

MATTHEW TONG
PURCHASER NAME NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

Kelly McKenie

⑈71033208⑈ ⑆06800⑉003⑆ 099⑉013⑉5⑈

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Matthew Wei Yan Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Matthew Wei Yan Tong (the "Purchaser") of Suite # 218 / strata lot # 18 in the development known as Chloé hereby acknowledge having received on the 09 day of March, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: March 09, 2022.

(Purchaser) Matthew Wei Yan Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Matthew Wei Yan Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

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CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Matthew Wei Yan Tong (the "Purchaser") of Suite # 218 / strata lot # 18 in the development known as Chloé hereby acknowledge having received on the 13 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 13, 2022.

(Purchaser) Matthew Wei Yan Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Matthew Wei Yan Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

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CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Matthew Wei Yan Tong (the "Purchaser") of Suite # 218 / strata lot # 18 in the development known as Chloé hereby acknowledge having received on the 03 day of November, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: November 03, 2022.

(Purchaser) Matthew Wei Yan Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Matthew Wei Yan Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Matthew Wei Yan Tong (the "Purchaser") of Strata Lot #1 / Suite #201 in the development known as Chloé hereby acknowledge having received on the 07 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #18 / Suite #218 and has now been changed to Strata Lot #1 / Suite #201.

Purchaser

Initials

Date: March 07, 2024.

(Purchaser) Matthew Wei Yan Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuxiao Ning / Hui Shen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 06 day of July, 2021.

Witness	Purchaser's Signature	Yuxiao Ning Print Name
Witness	Purchaser's Signature	Hui Shen Print Name

SL No. 17 Suite No. 217

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Yuxiao Ning

Occupation: VP Financing

Address: ~~1189 Melville Street~~ 1902-1189 Melville Street

City: Vancouver

Province: BC **Postal Code:** ~~M5E 4T8~~ V6E 0A3

Tel: (778) 316-2762 **Cell:**

Email: nyx.shawn@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Nov 09, 1988

Full Name: Hui Shen

Occupation: Marketing Coordinator

Address: ~~88 Scott Street~~ 4005-88 Scott Street

City: Toronto

Province: ON **Postal Code:** M5E 0A9

Tel: (778) 385-8748 **Cell:**

Email: stella940805@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Aug 05, 1994

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 17 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 217, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,386,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $64,300.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $69,300.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $69,300.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $69,300.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [X] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 06 day of July, 2021.

_____ _____ Seal
Witness *Purchaser*: Yuxiao Ning

_____ _____ Seal
Witness *Purchaser*: Hui Shen

This Offer to Purchase is accepted by the Vendor this 07 day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser | Purchaser | Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

INITIALS

Purchaser	Purchaser	Vendor
		YU

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
		YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
		YU

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuxiao Ning / Hui Shen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 06, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) ~~The Purchaser has an agency relationship with~~ _____ (~~the "**Selling Brokerage**"~~) and _____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 06 day of July, 20 21.

Witness | Purchaser's Signature | Yuxiao Ning
Purchaser's Name

Witness | Purchaser's Signature | Hui Shen
Purchaser's Name

DATED this 07 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yuxiao Ning / Hui Shen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 06, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 06, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- X **ONYX NOIR**
- ☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 06 day of July, 20 21.

Witness

Purchaser's Signature

Yuxiao Ning
Purchaser's Name

Witness

Purchaser's Signature

Hui Shen
Purchaser's Name

DATED this 07 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

KERRISDALE

PLAN B1

2 Bedroom

Interior:	767 sf
Exterior:	1,582 sf
Total:	2,349 sf

0 1 2 3 4 5 10 FT

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

LEVEL 2

NORTH

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuxiao Ning / Hui Shen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 06, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 06, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

SL: 17
Suite: 217

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 06 day of July, 20 21.

Witness

Purchaser's Signature

Yuxiao Ning
Purchaser's Name

Witness

Purchaser's Signature

Hui Shen
Purchaser's Name

DATED this 07 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

SL: 17
Suite: 217

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuxiao Ning / Hui Shen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 06, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 06, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $100,000.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 06 day of July, 20 21.

Witness | Purchaser's Signature | Yuxiao Ning (Purchaser's Name)

Witness | Purchaser's Signature | Hui Shen (Purchaser's Name)

DATED this 07 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuxiao Ning / Hui Shen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 06, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 06, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

1. The Vendor hereby agrees to credit back $7,000 to the purchaser on completion date.
2. The Vendor hereby agrees that the purchase price includes the Gaggenau 24" 1/2 Height Wine Fridge with no additional cost.

YU

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 06 day of July, 20 21.

Witness

Purchaser's Signature

Yuxiao Ning
Purchaser's Name

Witness

Purchaser's Signature

Hui Shen
Purchaser's Name

DATED this 07 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

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

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

As a non-client

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

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

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 07, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

Yuxiao Ning
Name (optional)

Initials (optional)

July 06, 2021
Date

Hui Shen
Name (optional)

Initials (optional)

July 06, 2021
Date

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL OF BC UNLESS IT IS SPECIFICALLY REQUESTED.

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

Not a Client? Know the Risks

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 07, 2021
Date

217 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Yuxiao Ning
Name (optional)

Initials (optional)

July 06, 2021
Date

Hui Shen
Name (optional)

Initials (optional)

July 06, 2021
Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

(Initials)

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

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

ACKNOWLEDGEMENT

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

Yuxiao Ning
PRINT NAME

SIGNATURE

July 06, 2021
DATE

Hui Shen
PRINT NAME

SIGNATURE

July 06, 2021
DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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

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CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Hui Shen and Yuxiao Ning (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 6, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 14 day of July, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 64,300.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ ~~Bank Draft~~ Direct Deposit – Name of Bank HSBC

Hui Shen / Yuxiao Ning
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

Received by _____ of Magnum Projects Ltd. on this this _____ day of _____, 20 ____.

14 Jul 2021	FILE 48184-0012 STRA LOT 17 SUITE 217 DEVELOPMENT NAME CHLOE BSD - YUXIAO	64,300.00	NONREF

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 17
Suite: 217

DEPOSIT RECEIPT

☐ INITIAL ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuxiao Ning / Hui Shen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated July 06, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 217) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 10 day of October, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 69,300.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Yuxiao Ning / Hui Shen
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

Received by _____ of Magnum Projects Ltd. on this this _____ day of _____, 20 ____.

Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

217 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: July 06, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: 5000 **Currency of Funds Received:** CAD

Date of receipt of funds: July 6, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☐ **Bank Draft** ☐ **e-transfer**

☒ **Other, explain:** Credit Card

Purpose of funds (e.g., deposit for purchase): Deposit for purchase

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** . . . . . .

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: . . . . . .

Account 1: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 2: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 3: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 4: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 5: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: . . . . . .
. . . . . .

Date on which above measures taken . . . . . .

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: . . . . . .
. . . . . .

REALTOR®

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Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

217 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: July 15, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: $64,300.00 **Currency of Funds Received:** CAD

Date of receipt of funds: July 15, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): First Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** . . . . . .

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: . . . . . .

Account 1: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 2: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 3: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 4: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 5: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: . . . . . .
. . . . . .

Date on which above measures taken . . . . . .

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: . . . . . .
. . . . . .

REALTOR®

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Receipt of Funds Record

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(ii) a Large Cash Transaction Record must be completed; or,

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When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

217 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: October 10, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: $69,300.00 **Currency of Funds Received:** CAD

Date of receipt of funds: October 10, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): Second Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

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**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: . . . . . .

Account 1: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 2: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 3: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 4: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 5: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

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E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: . . . . . .
. . . . . .

Date on which above measures taken . . . . . .

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: . . . . . .
. . . . . .

REALTOR®

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Government of Canada
Gouvernement du Canada
PERMANENT RESIDENT CARD
CARTE DE RÉSIDENT PERMANENT
Name/Nom
NING
YUXIAO
ID No/N° ID
6112-7825
Sex/Sexe
M
Nationality/Nationalité
CHN
Date of Birth/Date de naissance
09 NOV /NOV 88
Expiry/Expiration
02 MAR /MARS 24
Canada

Government of Canada
Gouvernement du Canada
PERMANENT RESIDENT CARD
CARTE DE RÉSIDENT PERMANENT
Name/Nom
SHEN
HUI
ID No/N° ID
8935-5603
Sex/Sexe
F
Nationality/Nationalité
CHN
Date of Birth/Date de naissance
05 AUG /AOÛT 94
Expiry/Expiration
17 JUL /JUIL 25
Canada

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: .217 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date Information Verified/Credit File Consulted: Jul 06, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Yuxiao Ning
2. Address:
1902 1189 Melville Street Vancouver BC M5E 4T8
3. Date of Birth: November 9, 1988
4. Nature of Principal Business or Occupation: VP Financing

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 6112-7825
3. Issuing Jurisdiction: Canada **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: March 2, 2024
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
217 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date Information Verified/Credit File Consulted: Jul 06, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Hui Shen
2. Address:
4005 88 Scott Street Toronto ON M5E 0A9
3. Date of Birth: August 5, 1994
4. Nature of Principal Business or Occupation: Marketing Coordinator

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 8935-5603
3. Issuing Jurisdiction: Canada **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: July 17, 2025
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

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1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

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☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

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D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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Receipt from Avesdo

Receipt #1266-3906

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	July 6, 2021	- 6462

SUMMARY

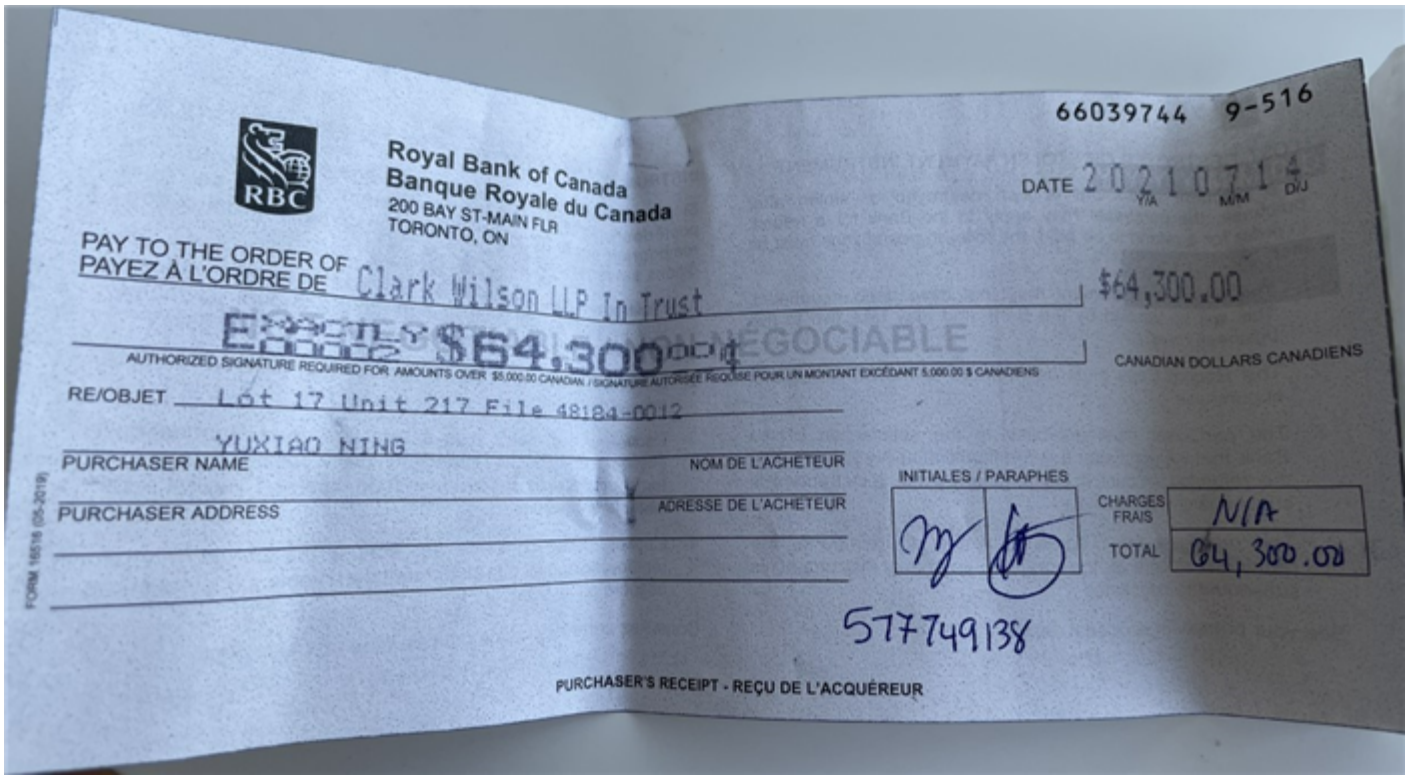
Reservation charge created for Suite. 217 SL. 17 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.



66039744 9-516

Royal Bank of Canada
Banque Royale du Canada
200 BAY ST-MAIN FLR
TORONTO, ON

DATE 2021 07 14
Y/A M/M D/J

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE Clark Wilson LLP In Trust $64,300.00

EXACTLY $64,300.00 ¢ NÉGOCIABLE

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET Lot 17 Unit 217 File 48184-0012

YUXIAO NING
PURCHASER NAME NOM DE L'ACHETEUR

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

INITIALES / PARAPHES

CHARGES FRAIS N/A

TOTAL 64,300.00

577749138

FORM 16516 (05-2019)

PURCHASER'S RECEIPT - REÇU DE L'ACQUÉREUR

HSBC

HSBC BANK CANADA
1160-4151 HAZELBRIDGE WAY.
RICHMOND BC V6X 4J7

TRANSACTION CONFIRMATION

05Oct2021 070 QU84

DEPOSIT

05Oct2021 Br: 070 QU84 Ref: 00RN - 00029

Credit Account: CAHKBC020-002***-090

Clearing CHQ: CAD25,500.00

Available:
Value:

Number Of Cheques 1
Credit Amount: CAD25,500.00
Credit Narrative: 1 BMO BANK DRAFT

DEPOSIT

05Oct2021 Br: 070 QU84 Ref: 00RN - 00030

Credit Account: CAHKBC020-002***-090

Clearing CHQ: CAD43,800.00

Available:
Value:

Number Of Cheques 1
Credit Amount: CAD43,800.00
Credit Narrative: 1 BMO BANK DRAFT

Page 1 of 1

651 BL
(05/14)
SCAN
0295552
BMO Bank of Montreal · Banque de Montréal
NO.3 AND CAPSTAN
UNIT 135-3331 NO.3 ROAD
RICHMOND, B.C., CANADA V6X 2B6
CTI
CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS
194721
DATE
Name of payee
Nom du bénéficiaire
NON-NEGOTIABLE
NON-NÉGOCIABLE
$
for Bank of Montreal pour la Banque de Montréal
100 Canadian Dollars Canadiens
Name of remitter / Nom de l'expéditeur
Address of remitter / Adresse de l'expéditeur
Signing Officer / Signataire
Signing Officer / Signataire
021947215

BMO Bank of Montreal · Banque de Montréal
NO.3 AND CAPSTAN
UNIT 135-3331 NO.3 ROAD
RICHMOND, B.C., CANADA V6X 2B6
CTI
CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS
194720
DATE 2021 10 05
YA MM DJ
NON-NEGOTIABLE
Name of payee
Nom du bénéficiaire
Clark Wilson LLP In Trust
$ 4,800.00
for Bank of Montreal pour la Banque de Montréal
/100 Canadian Dollars Canadiens
Name of remitter / Nom de l'expéditeur
Address of remitter / Adresse de l'expéditeur
Signing Officer / Signataire
Signing Officer / Signataire
0219472 206

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuxiao Ning / Hui Shen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yuxiao Ning and Hui Shen (the "Purchaser") of Suite # 217 / strata lot # 17 in the development known as Chloé hereby acknowledge having received on the 20 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 20, 2021.

(Purchaser) Yuxiao Ning

(Purchaser) Hui Shen

CHLOE

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made effective the 25th day of January, 20 23.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: Yuxiao Ning & Hui Shen
Occupation: VP Financing / Marketing Coordinator
Country of Residence: Canada
ID # (Driver's license, Passport): 6112-7825 / 8935-5603
Address: 1902-1189 Melville Street / 4005-88 Scott Street
City: Vancouver / Toronto
Province: BC / ON **Postal Code:** V6E 4T8 / M5E 0A9
Tel: 778-316-2762 / 778-385-8748 **Bus:**
Fax:
Email: nyx.shawn@gmail.com / stella940805@gmail.com

(the "**Assignor**")

Full Name: Kevin Li
Occupation: Designer
Country of Residence: Canada
ID # (Driver's license, Passport): HK104620
Address: 10591 Granville Avenue
City: Richmond
Province: BC **Postal Code:** V6Y 1R5
Tel: 626-701-9949 **Bus:**
Fax:
Email: kevin.li972015@gmail.com

(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on July 6, 20 21 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 15 (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $138,600 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee all of its right, title, and interest in and to the Purchase Agreement as well as all of its right, title and interest in and to the Deposit, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 14 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under paragraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd, Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee all of its right, title, benefit and interest in and to the Purchase Agreement and all of its right, title, benefit and interest in the Strata Lot, together with the Deposit previously paid by the Assignor to the Vendor's Solicitors.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to:

(a) strictly perform and observe all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as the purchaser under the Purchase Agreement; and

(b) indemnify and save the Assignor harmless from any and all liabilities of every nature and kind with respect to any breach or non-observance of the covenants, conditions, and obligations contained in the Purchase Agreement by the Assignee.

4. ASSIGNMENT FEE/DEPOSIT REIMBURSEMENT

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $0.00 plus GST and any other applicable value-added or sales tax, on such amount (the "**Assignment Fee**") on or before March 15th, 2023. The Assignee shall reimburse the Assignor for the Deposit paid to date by the Assignor to the Vendor on or before March 15th, 2023. The Assignee can extend this date up to 14 business days by sending $5,000 of the to be reimbursed Deposit to the Assignor by March 18th, 2023.

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 14 herein, including, without limitation, receipt of the Assignment Fee and any statutory declaration requested by the Vendor in accordance with this Assignment, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate;

(i) upon completion of the assignment contemplated herein, the Assignor will have no interest, including without limitation, any beneficial interest, in the Purchase Agreement or Strata Lot; and

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be bound by and liable for the purchaser's obligations under the Purchase Agreement in the event the Assignee fails to comply with any of the obligations of the purchaser under the Purchase Agreement, including, without limitation, the obligation to complete the purchase of the Strata Lot in accordance with the terms of the Purchase Agreement.

8. ASSIGNEE'S ACKNOWLEDGEMENT

The Assignee acknowledges and agrees that, in accordance with the Prohibition Act, the Assignee is not entitled to enter into this Agreement if the Assignee does not meet one of the requirements set out in paragraph 6(j). Paragraph 6(j) is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date (as defined in the Purchase Agreement), the Assignee does not meet or no longer meets the requirements set out in paragraph 6(j), the Assignee must notify the Vendor immediately, and the Assignee acknowledges that such noncompliance shall be deemed to be a fundamental breach of both this Agreement and

the Purchase Agreement by the Assignee and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate the Purchase Agreement upon providing written notice of same to the Assignee.

The Assignee will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "**Statutory Declaration**"), certifying that the representations set out in paragraph 6(j) of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the Prohibition Act.

9. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting the citizenship and place of residency of the Assignor and the Assignee;

(iii) respecting contact and business information of the Assignor and the Assignee;

(iv) respecting the terms of this Assignment and any Additional Agreements; and

(v) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor from time to time, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 9 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required

by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

10. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor has entered into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from AVIVA Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA. In addition, as a result of the Vendor having entered into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and Assignee acknowledge and agree that upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (the "**Agent**"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer be amended so that (i) the Assignor is removed, and (ii) the Assignee is named, in each case as the Deposit Protection Contract relates to the Deposit;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Agent or the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph 10 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

11. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 12.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

12. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for

any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

13. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that the Assignor will have no interest, including without limitation, any beneficial interest, in the Strata Lot and/or Purchase Agreement if the assignment contemplated herein occurs.

14. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with this Assignment; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

15. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

  (i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

  (ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

16. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

17. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

18. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

19. TIME

Time will be of the essence of this Assignment.

20. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by email, facsimile transmission or other form of electronic communication capable of producing a printed copy.

21. ELECTRONIC EXECUTION

This Assignment may be executed by means of electronic signatures in accordance with the *Electronic Transactions Act* (British Columbia).

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment all as of the day and year first above written.

Witness: _____

ASSIGNOR Yuxiao Ning

Witness: john li

hui shen

ASSIGNOR Hui Shen

Witness: WEI XIANG

WEI XIANG

ASSIGNEE Kevin Li

Witness: _____

ASSIGNEE

1076255 B.C. LTD.

Per: _____

Authorized Signatory

Per: _____

Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____

Authorized Signatory

Per: _____

Authorized Signatory

SCHEDULE "A"

[a copy of the Purchase Agreement attached]

SCHEDULE "B"

[a copy(ies) of any Additional Agreements attached]

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	**Assignee (Individual/Corporate contact/ Trustee /Partner*)**
Legal Name: Yuxiao Ning & Hui Shen	Legal Name: Kevin Li
Date of Birth: November 9, 1988 / August 5, 1994	Date of Birth: August 6, 1997
**SIN/ ITN/ TN: 751112053 760209379	**SIN/ ITN/ TN: 738556802
Citizenship (Nationality): Canadian	Citizenship (Nationality): Canadian
Principal Residence Address: 4005-88 Scott Street 1902-1189 Melville Street / Vancouver /	Principal Residence Address: 10591 Granville Avenue
City: Toronto Province: BC / ON	City: Richmond Province: BC
Postal Code: M5E 0A9 V6E 4T8 / Country: Canada	Postal Code: V6Y 1R5 Country: Canada
Phone Number: 778-316-2762 / 778-385-8748	Phone Number: 626-701-9949
Email Address: stella940805@gmail.com nyx.shawn@gmail.com /	Email Address: kevin.li972015@gmail.com
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name:	Name:
***Account Number :	***Account Number :
Residence under *Income Tax Act* (Canada):	Residence under *Income Tax Act* (Canada):
Head Office Address:	Head Office Address:
City: Province:	City: Province:
Postal Code: Country:	Postal Code: Country:
Phone Number:	Phone Number:
Email Address:	Email Address:

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

SCHEDULE "D"
Prohibition On The Purchase Of Residential Property By Non-Canadians Act

[see attached]

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Dr. Howard Chang Inc. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

HC	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 18 day of January, 2022.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Dr. Howard Chang Inc. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

HC	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Dr. Howard Chang Inc. (the "Purchaser") of Suite # 213 / strata lot # 13 in the development known as Chloé hereby acknowledge having received on the 18 day of January, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: January 18, 2022.

(Purchaser) Dr. Howard Chang Inc. Per: Howard Chia-

(Purchaser)

SL No. 13 Suite No. 213

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Dr. Howard Chang Inc.

Occupation: General Practicitioner

Address: 205 5788 Vine Street

City: Vancouver

Province: BC **Postal Code:** V6M 4L8

Tel: (604) 317-6557 **Cell:**

Email: hchang1030@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Oct 30, 1991

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 13 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 213, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,550,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $122,500.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ~~ninety (90) days~~ six (6) months after the Acceptance Date: $127,500.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $127,500.00

HC 余 YU

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $127,500.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
HC		余 YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada). HC YU

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 18 day of January, 2022.

Witness	*Purchaser*: Dr. Howard Chang Inc. Per: Howard Chia- Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 19 day of January, 2022.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

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Purchaser	Purchaser	Vendor
HC		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

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3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

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4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

INITIALS

Purchaser	Purchaser	Vendor
HC		

12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor
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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
HC		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
HC		

SL: 13
Suite: 213

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Faith Wilson and Faith Wilson Realty Group Inc.** (the "**Listing Brokerage**") and Johnson Yu (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Royal Pacific Realty (the "**Selling Brokerage**") and Kevin Kan PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER
HC	

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL: 13
Suite: 213

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Additional Parking Stall
Addendum

SL: 13
Suite: 213

CHLOÉ
KERRISDALE

ADDITIONAL PARKING STALL ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional parking stall(s) (the "**Additional Parking Stall**") in the Development pursuant to a partial assignment of the parking lease. The Vendor reserves the right to allocate the Additional Parking Stall(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the parking stalls in the Development will vary in size, shape, and convenience of location.

The Additional Parking Stall shall be provided at the Purchaser's cost of $20,000.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Parking Stall
Addendum

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL: 13
Suite: 213

FLOORING UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to install Herringbone Flooring (the "**Upgrades**") in the Strata Lot.

The Upgrades shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

KERRISDALE

UNIT A1+A2 COMBINED

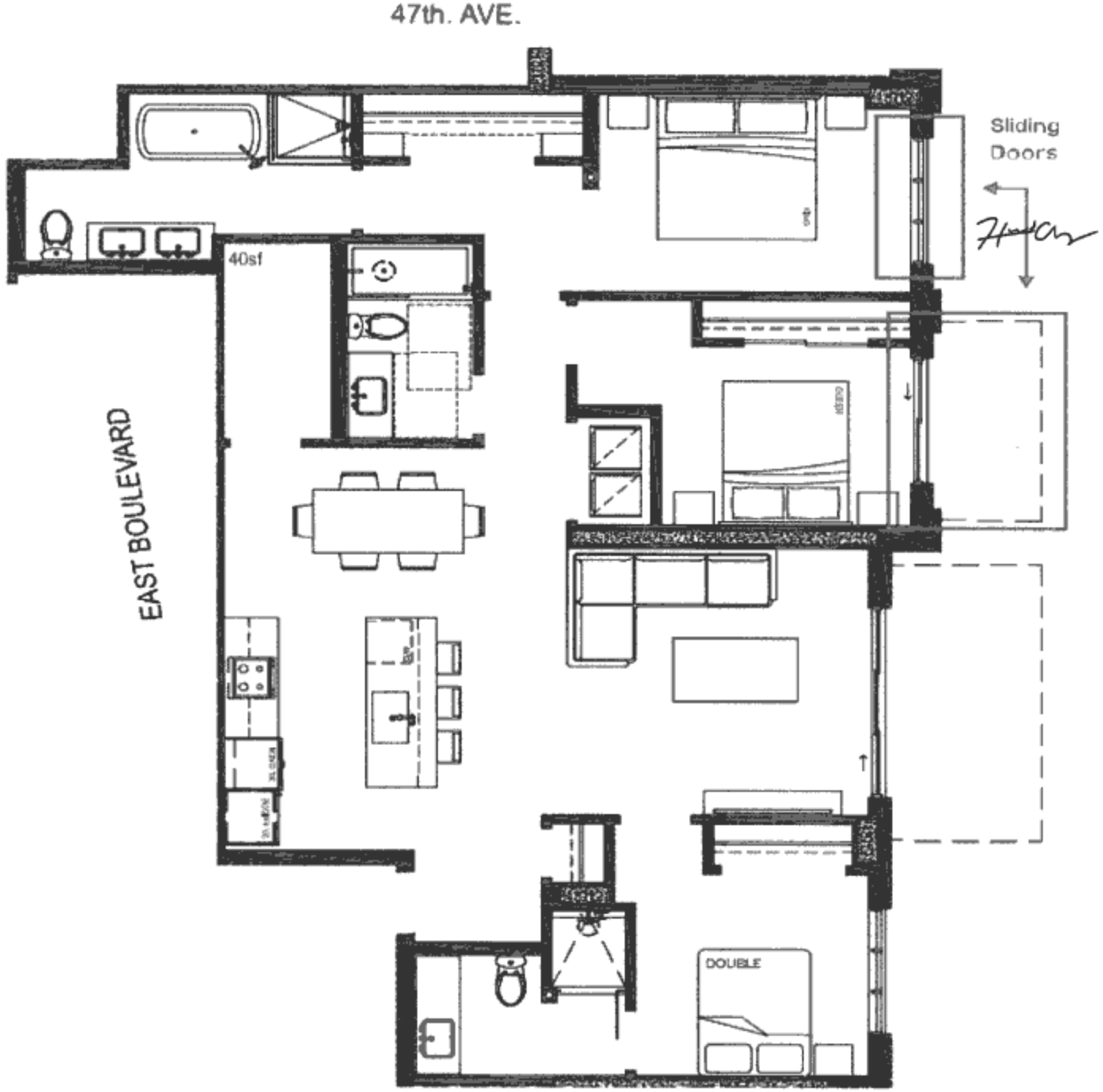
3 Bedroom

(#213 + #214)

Interior: 1,267sf

Exterior: 785sf

Total: 2,052sf



SL: 13
Suite: 213

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Both Vendor & Buyer agree that the 2 bedrooms at the North end will have the sliding door and window location switched as noted on Schedule A.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Both Vendor and Buyer agree that the Vendor will credit the Buyer with $63,750.00 upon Completion to be reflected on the Statement of Adjustment.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

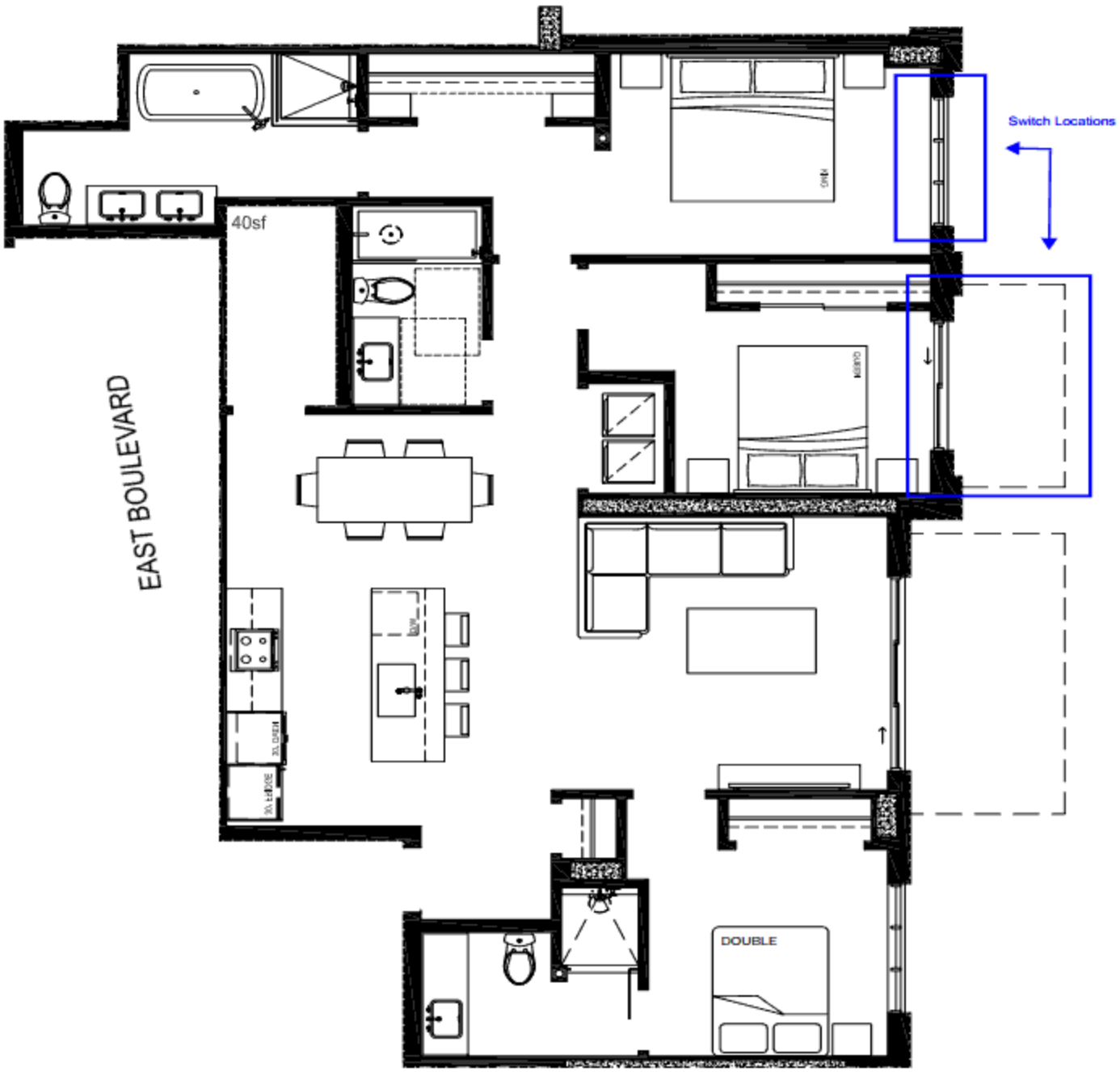
Per: _____
Authorized Signatory

CONTRACT OF PURCHASE AND SALE - SCHEDULE A

CHLOÉ
KERRISDALE

UNIT A1+A2 COMBINED
3 Bedroom
(#213 + #214)
Interior: 1,267sf
Exterior: 785sf
Total: 2,052sf

47th. AVE.



HC 李 YU

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Both Vendor and Buyer agree that the Buyer reserves the right, in their sole discretion, to assign the property from their corporation into their individual names of Howard Chia-Hau Chang and/ or Shui Kei Kwan,

no administration fees and or assignment fees and no extra charges to the buyers upon completion.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 19 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL: 13
Suite: 213

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang Inc. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 18, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Both Vendor and Buyer acknowledges and agrees that this Offer to Purchase and Agreement of Purchase and Sale is for SL 13 and SL 14 combined and an amendment to the Disclosure Statement acknowledging this will be sent by ~~the Vendor at a later date. All other terms and conditions remain same and in full force. Time remains of the essence.~~

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 19 day of January, 20 22.

Witness	Purchaser's Signature	Dr. Howard Chang Inc. Per: Howard Chia-Hau Chang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 20 day of January, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 13
Suite: 213

AGENT COMMISSION FORM

Date: January 18, 2022

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). FAITH WILSON and FAITH WILSON REALTY GROUP INC. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 13 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

2.5% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Faith Wilson and Faith Wilson Realty Group Inc.
Attn: Conveyance Department
1838 West 1st Avenue,
Vancouver, BC V6J 1G5
Fax: 604-224-5279
Email: conveyance@faithwilson.com

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 13 Suite No. 213 within the Development.

INITIALS

Agent	Vendor

YU

CHLOE
Agent Commission Form

SL: 13
Suite: 213

Net Purchase Price: 2,550,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Kevin Kan PREC

Managing Brokerage: Royal Pacific Realty

Address: 3107 Kingsway, Vancouver, BC, V9X 1A1

Phone: (778) 791-6800 Fax: _____ Email: kevinkanrealtor@gmail.com

Signed:

_____
Witness

Kevin Kan PREC
Purchaser's Agent Name

_____
Purchaser's Agent Signature

_____
Witness

_____
Managing Broker's Name

_____
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

YU

Authentisign ID: CB8E5961-8CA5-EC11-A22A-281878DCFF5B

AGENT COMMISSION FORM

Date: January 18, 2022

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). FAITH WILSON and FAITH WILSON REALTY GROUP INC. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 13 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

2.5% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Faith Wilson and Faith Wilson Realty Group Inc.
Attn: Conveyance Department
1838 West 1st Avenue,
Vancouver, BC V6J 1G5
Fax: 604-224-5279
Email: conveyance@faithwilson.com

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 13 Suite No. 213 within the Development.

INITIALS	
Agent	Vendor

YU

Authentisign ID: CB8E5961-8CA5-EC11-A22A-281878DCFF5B

CHLOE
Agent Commission Form

SL: 13
Suite: 213

Net Purchase Price: $2,506,250.00 ~~2,550,000.00~~

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Kevin Kan PREC

Managing Brokerage: Royal Pacific Realty

Address: 3107 Kingsway, Vancouver, BC, V9X 1A1

Phone: (778) 791-6800 Fax: _____ Email: kevinkanrealtor@gmail.com

Signed:

_____
Witness

Kevin Kan PREC
Purchaser's Agent Name

Purchaser's Agent Signature

_____
Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

DEPOSIT RECEIPT

☑ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And Dr. Howard Chang Inc. (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated January, 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the **"Strata Lot"**) (Suite # 213) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 19 day of January, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 5,000.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank The Bank of Nova Scotia

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, Tracy Yuen, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Yuen Seung Cha
Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

DR. HOWARD CHANG INC. 000005

DATE 2022-01-14 (YYYY MM DD)

PAY to the order of Clark Wilson LLP in trust" $ 5,000 ⁰⁰

FIVE THOUSAND DOLLARS ⁰⁰/100 DOLLARS

THE BANK OF NOVA SCOTIA
www.scotiabank.com 1-800-4-SCOTIA
FALSE CREEK
1750 MANITOBA STREET
VANCOUVER, BC V5Y 0H1

83220

DR. HOWARD CHANG INC.

RE _____

PER Yuen Seung Cha

⑈000005⑈ ⑆83220⑈002⑆ 00163⑈14⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

DEPOSIT RECEIPT

☐ INITIAL ☑ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Jan. 18, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 26 day of January, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 122,500 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotia bank

Dr. Howard Chang
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

ATTACHED

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 13
Suite: 213

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 18, 20 22 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

DATED this 18 day of July, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 127,500.0 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank Scotiabank

Dr. Howard Chang
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

Scotiabank.

KERRISDALE
2207 WEST 41ST AVENUE
VANCOUVER BRITISH COLUMBIA V6M 2A3

CANADIAN DOLLAR DRAFT

747976

DATE 2022 07 18 (Y Y Y Y M M D D)

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 127,500.00

SUM OF EXACTLY 127,500 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. L287 THE BANK OF NOVA SCOTIA
AUTH NO. M2289 AUTHORIZED OFFICER
AUTHORIZED OFFICER

Purchaser's Name: *DR. HOWARD CHANG INC.

⑈747976⑈ ⑆38562⑈00 21⑆ 00000⑈43 30510⑈

0003976-6

*Registered trademark of The Bank of Nova Scotia

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 13
Suite: 204 (previously 213)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Dr. Howard Chang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 14, 2022 with respect to the purchase and sale of Strata Lot # 13 (the "**Strata Lot**") (Suite # 204) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 17 day of Jan, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 127,500.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank Scotia Bank

Dr. Howard Chang
Purchaser(s) – Print Name

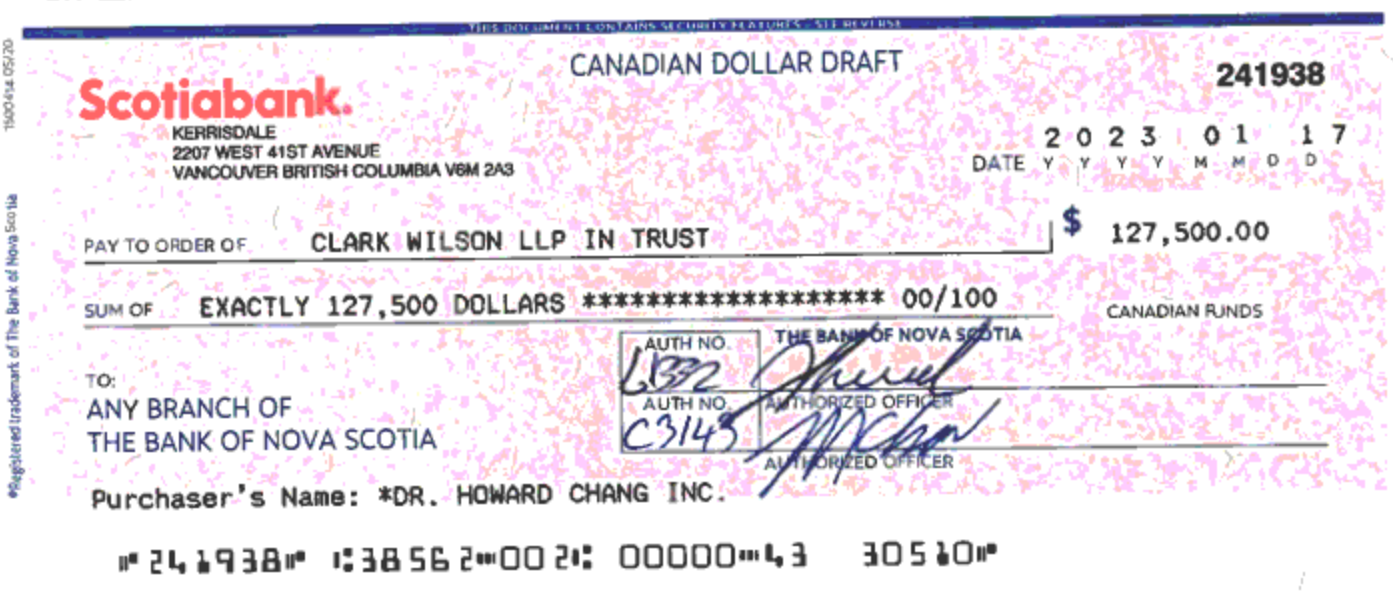
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"


THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

CANADIAN DOLLAR DRAFT

241938

Scotiabank.
KERRISDALE
2207 WEST 41ST AVENUE
VANCOUVER BRITISH COLUMBIA V6M 2A3

DATE 2023 01 17 (Y Y Y Y M M D D)

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 127,500.00

SUM OF EXACTLY 127,500 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. L332 THE BANK OF NOVA SCOTIA
AUTHORIZED OFFICER
AUTH NO. C3143
AUTHORIZED OFFICER

Purchaser's Name: *DR. HOWARD CHANG INC.

⑈241938⑈ ⑆38562⑈002⑆ 00000⑈43 30510⑈

0015438-0

®Registered trademark of The Bank of Nova Scotia

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Dr. Howard Chang Inc. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

HC	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Dr. Howard Chang Inc. (the "Purchaser") of Suite # 213 / strata lot # 13 in the development known as Chloé hereby acknowledge having received on the 28 day of October, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: October 28, 2022.

(Purchaser) Dr. Howard Chang Inc. Per: Howard Chia-

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Dr. Howard Chang Inc. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

HC	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Dr. Howard Chang Inc. (the "Purchaser") of Suite # 213 / strata lot # 13 in the development known as Chloé hereby acknowledge having received on the 28 day of October, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: October 28, 2022.

(Purchaser) Dr. Howard Chang Inc. Per: Howard Chia-

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Dr. Howard Chang Inc. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Dr. Howard Chang Inc. (the "Purchaser") of Strata Lot #4 / Suite #204 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #13 / Suite #213 and has now been changed to Strata Lot #4 / Suite #204.

Purchaser

Initials

Date: _____, 202___.

(Purchaser) Dr. Howard Chang Inc. Per: Howard Chia-

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yi Xuan Qi **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YQ	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

SL: 6
Suite: 206

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 22 day of April, 2022.

Witness	Purchaser's Signature	Yi Xuan Qi Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yi Xuan Qi **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YQ	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yi Xuan Qi (the "Purchaser") of Suite # 206 / strata lot # 6 in the development known as Chloé hereby acknowledge having received on the 22 day of April, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: April 22, 2022.

(Purchaser) Yi Xuan Qi

(Purchaser)

SL No. 6 Suite No. 206

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Yi Xuan Qi

Occupation: Student

Address: 2127 21st Avenue

City: Vancouver

Province: BC **Postal Code:** V6L 1J2

Tel: (778) 898-9567 **Cell:**

Email: yixuan99316@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Feb 16, 1999

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 6 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 206, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,724,200.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $81,210.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable ~~within ninety (90) days after the Acceptance Date.~~ on or before ~~May 28, 2022~~ June 1, 2022: $86,210.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $86,210.00

d) ~~a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price, or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c).~~ $86,210.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
YQ		YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 22 day of April, 2022.

_____ _____ Seal
Witness *Purchaser*: Yi Xuan Qi

_____ _____ Seal
Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 22 day of April, 2022.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser	Purchaser	Vendor
		YU

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

INITIALS

Purchaser	Purchaser	Vendor
		YU

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
		YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

SL: 6
Suite: 206

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yi Xuan Qi (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated April 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Faith Wilson and Faith Wilson Realty Group Inc.** (the "**Listing Brokerage**") and Boris Yip (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Nu Stream Realty Inc. (the "**Selling Brokerage**") and Jia Liu PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER
YQ	

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of April, 20 22.

Witness	Purchaser's Signature	Yi Xuan Qi Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of April, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Colour Scheme Addendum

SL: 6
Suite: 206

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yi Xuan Qi (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 22, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

~~X **AGATE CRÈME**~~

YQ 李 YU

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

SL: 6
Suite: 206

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of April, 20 22.

Witness	Purchaser's Signature	Yi Xuan Qi Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of April, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yi Xuan Qi (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 22, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of April, 20 22.

Witness	Purchaser's Signature	Yi Xuan Qi Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of April, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yi Xuan Qi (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 22, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $30,000.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 22 day of April, 20 22.

Witness	Purchaser's Signature	Yi Xuan Qi Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of April, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

DEPOSIT RECEIPT

☑ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yi Xuan Qi (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Apr. 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 22 day of April, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 5,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank CIBC

Yi Xuan Qi
Purchaser(s) – Print Name

_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

CIBC **Bank Draft / Traite de Banque** 3687 5820 7 27-43345

05800 UNIVERSITY BLVD BANKING CENTRE
VANCOUVER, BC

YI XUAN QI

2022-04-22
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre | Transit No. N° d'identification | Banking Centre Centre bancaire

$********5,000.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: **********FIVE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: **Canadian Imperial Bank of Commerce**
Toronto
Canada

129-2020/04

⑈3687582 07⑈ ⑆09502⑈010⑆ 05800⑈27433 45⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

DEPOSIT RECEIPT

☐ INITIAL ☑ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yi Xuan Qi (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Apr. 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 206) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 28 day of April, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 81,210 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotiabank

Yi Xuan Qi
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

Scotiabank®

CANADIAN DOLLAR DRAFT

474638

OAKRIDGE CENTRE
5812 CAMBIE STREET
VANCOUVER, BRITISH COLUMBIA V5Z 3A8

DATE 2022 04 28

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 81,210.00

SUM OF EXACTLY 81,210 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. 01210
AUTH NO. 10552
THE BANK OF NOVA SCOTIA
AUTHORIZED OFFICER
AUTHORIZED OFFICER

Purchaser's Name: MS QI QI

⑈474638⑈ ⑆38562⑈002⑆ 00000⑈43 80390⑈

150414 05/20

®Registered trademark of The Bank of Nova Scotia

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 6
Suite: 206

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD. (the "Vendor")**

And Yi Xuan Qi (the "Purchaser")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "Agreement") between the Vendor and the Purchaser

Dated Apr. 22, 20 22 with respect to the purchase and sale of Strata Lot # 6 (the "Strata Lot") (Suite # 206) in the development known as "Chloe" (the "Development") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 1 day of June, 20 22

Purchaser(s) is/are paying a Deposit in the amount of $ 86,210 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank CIBC

Yi Xuan Qi
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

CIBC

Bank Draft / Traite de Banque 3704 8396 8 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

2022-05-30
Date Y/A M/M D/J

QI QI

Name of remitter / Donneur d'ordre

Transit No. N° d'identification 06000

Banking Centre Centre bancaire

$*******86,210.00

Pay to the order of / Payez à l'ordre de CLARK WILSON LLP IN TRUST.**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de **********EIGHTY SIX THOUSAND TWO HUNDRED TEN

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

123-2020/04

⑈3704839 68⑈ ⑆09502⑆010⑆ 06000⑈ 27433 45⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 6
Suite: 211 (previously 206)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And YI XUAN QI (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated April 22, 2022 with respect to the purchase and sale of Strata Lot # 6 (the "**Strata Lot**") (Suite # 211) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

DATED this 22nd day of Jan, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 86,210.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

CIBC

Bank Draft / Traite de Banque

3803 4668 4

27-43345

06000

KERRISDALE BANKING CENTRE
VANCOUVER, BC

2023-01-19
Date Y/A M/M D/J

QI QI

Name of remitter / Donneur d'ordre

Transit No.
N° d'identification

Banking Centre
Centre bancaire

$*******86,210.00

Pay to the order of
Payez à l'ordre de CLARK WILSON LLP IN TRUST**********

Canadian Dollars
Dollars Canadiens CAD

The sum of
La somme de **********EIGHTY SIX THOUSAND TWO HUNDRED TEN

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne impériale de Commerce

Chief Executive Officer / Chef de la Direction

129-2022/10

To
Tiré: **Canadian Imperial Bank of Commerce**
Toronto
Canada

⑈3803466841⑈ ⑆09502⑈010⑆ 06000⑈27433451⑈

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SL No. 12 Suite No. 212

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:
Full Name: Liam Emerton Blake

Occupation: Student

Address: 9439 Keefer Avenue

City: Richmond

Province: BC **Postal Code:** V6Y 0C4

Tel: _____ **Cell:** _____

Email: liamblake02@gmail.com

Country of Residency: Canada ☒ **Other:** _____

Date of Birth: March 31, 2002

Full Name: _____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 12 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 212, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,098,000.00

a) a deposit (the "**First Deposit**") ~~of $5,000.00 payable upon presentation of this Offer~~ by the Purchaser to the Vendor, and will be ~~increased to 5% of the Purchase Price less the $5,000.00~~ 20% $419,600.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): ~~99,900.00~~ $_____

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the ~~Acceptance~~ Date: 104,900.00 $_____

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable on the date ~~that is~~ six (6) months after the date on which the ~~Second~~ Deposit is due (as determined in accordance with section 1.01(b) hereof: 104,900.00 $_____

d) a deposit (the "**Fourth Deposit**") equal to: ~~(i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c):~~ 104,900.00 $_____

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for

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Purchaser	Purchaser	Vendor
LEB		

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non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 **The Purchase Price includes the following equipment, appliances and furnishings:**

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 The Purchaser represents, warrants and certifies to the Vendor that [***initial one only***]:

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

LEB Purchaser

Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser

Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser

Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*.**

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

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LEB Purchaser | Purchaser | Vendor

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SL No. 12 Suite No. 212

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 26 day of April, 20 24

Witness	*Purchaser*: Liam Emerton Blake Liam Emerton Blake
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 26th day of April, 20 24.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
LEB		

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph (b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

LEB Purchaser | Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

LEB Purchaser | Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph (b) hereof.

4.2 Subject to paragraphs 4.3 and 4.4 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's

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Purchaser LEB | Purchaser | Vendor

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written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

INITIALS

Purchaser	Purchaser	Vendor
LEB		

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(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the

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marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

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10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

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(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph (a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph (a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

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(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in (b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive

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liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

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12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

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(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
CEB		

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

INITIALS

Purchaser	Purchaser	Vendor
CEB		

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Liam Emerton Blake (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 26, 2024 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 26, 2024, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Vendor and Purchaser agree that the Purchaser will have 1 of the larger storage lockers.

Vendor and Purchaser agree that the parking stall for the strata lot will not have anything that will negatively impact the parking stall's width or height such as vents, ceiling boxes, or fans and that the parking stall will be easily accessible.

Vendor and Purchaser agree that the Purchaser will have 1 bicycle locker.

Vendor acknowledges that there will be light receptacles above the kitchen island.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb05

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 26 day of April, 20 24.

	Liam Emerton Blake	Liam Emerton Blake
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of 04/26/2024, 20 _____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Liam Emerton Blake (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 26, 20 24 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 26, 20 24, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $100,000.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb05

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 26 day of April, 20 24.

Witness	Liam Emerton Blake Purchaser's Signature	Liam Emerton Blake Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of 04/26/2024, 20 _____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Liam Emerton Blake **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LEB	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb05b

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this _____ day of 04/26/2024, 20____.

Witness	Liam Emerton Blake Purchaser's Signature	Liam Emerton Blake Print Name
Witness	Purchaser's Signature	Print Name

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Liam Emerton Blake **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LEB	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Liam Emerton Blake (the "Purchaser") of Suite #212 / strata lot #12 in the development known as Chloé hereby acknowledge having received on the 26 day of April, 2024, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: 04/26/2024, 202___.

Liam Emerton Blake
(Purchaser)

(Purchaser)

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Liam Emerton Blake **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LEB	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb05b

CHLOÉ

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Liam Emerton Blake (the "Purchaser") of Suite #212 / strata lot #12 in the development known as Chloé hereby acknowledge having received on the 26 day of April, 2024, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: 04/26/2024, 202___.

Liam Emerton Blake
(Purchaser)

(Purchaser)

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Liam Emerton Blake **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LEB	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Liam Emerton Blake (the "Purchaser") of Suite #212 / strata lot #12 in the development known as Chloé hereby acknowledge having received on the 26 day of April, 2024, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: 04/26/2024, 202___.

Liam Emerton Blake
(Purchaser)

(Purchaser)

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Liam Emerton Blake **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LEB	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOÉ

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Liam Emerton Blake (the "Purchaser") of Strata Lot # 12 / Suite # 212 in the development known as Chloé hereby acknowledge having received on the 26 day of April, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot # 5 / Suite # 205 and has now been changed to Strata Lot # 12 / Suite # 212.

Purchaser	
LEB	
Initials	

Date: 04/26/2024, 202___.

Liam Emerton Blake
(Purchaser)

(Purchaser)

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Liam Emerton Blake (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 26, 2024 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 26, 2024, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

LEB ☑ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

DigiSign Verified - 09ff5a9f-b040-4b5d-9d4c-facd3cb8bb055b

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this _ day of 04/26/2024, 20 2 .

	Liam Emerton Blake	Liam Emerton Blake
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this __ day of 04/26/2024, 20 2 .

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Shang Jing Jiang **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 3
Suite: 203

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 3 (the "**Strata Lot**") (Suite # 203) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 13 day of April, 2022.

Witness	Purchaser's Signature	Shang Jing Jiang Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Shang Jing Jiang **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Shang Jing Jiang (the "Purchaser") of Suite # 203 / strata lot # 3 in the development known as Chloé hereby acknowledge having received on the 13 day of April, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: April 13, 2022.

(Purchaser) Shang Jing Jiang

(Purchaser)

SL No. 3 Suite No. 203

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Shang Jing Jiang

Occupation: Health Wellness Manager

Address: 5325 10 Avenue

City: Delta

Province: BC **Postal Code:** V4M 1X6

Tel: (778) 898-8071 **Cell:**

Email: alinax05@hotmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Sep 29, 1992

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 3 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 203, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

$1,110,000.00
~~1,120,000.00~~
~~$1,100,000.00~~

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $50,500.00 ~~51,000.00~~ ~~$50,000.00~~

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $55,500.00 ~~56,000.00~~ ~~$55,000.00~~

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $55,500.00 ~~56,000.00~~ ~~$55,000.00~~

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $55,500.00 ~~56,000.00~~ ~~$55,000.00~~

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 13 day of April, 2022.

_____ _____ Seal

Witness *Purchaser*: Shang Jing Jiang

_____ _____ Seal

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 14 day of April, 2022.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

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Purchaser	Purchaser	Vendor
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SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor
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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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CHLOÉ
KERRISDALE

SL: 3
Suite: 203

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Shang Jing Jiang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated April 13, 2022 with respect to the purchase and sale of Strata Lot # 3 (the "**Strata Lot**") (Suite # 203) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Faith Wilson and Faith Wilson Realty Group Inc.** (the "**Listing Brokerage**") and Boris Yip (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Luxmore Realty (the "**Selling Brokerage**") and Torie Yang (the "**Purchaser's Agent**"); or

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PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

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PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 3
Suite: 203

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 13 day of April, 20 22.

Witness	Purchaser's Signature	Shang Jing Jiang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of April, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL: 3
Suite: 203

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Shang Jing Jiang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 13, 2022 with respect to the purchase and sale of Strata Lot # 3 (the "**Strata Lot**") (Suite # 203) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 13, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 3
Suite: 203

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 13 day of April, 20 22.

Witness	Purchaser's Signature	Shang Jing Jiang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of April, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

3627761

Purchaser MS JIN XU

DATE 2022-04-20
YYYY/MM/DD

Transit-Serial No. 47-03627761

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****55,500.00

FIFTY FIVE THOUSAND FIVE HUNDRED*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

413871
Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈0362776 1⑈ ⑆09612⑈004⑆ ⑈3808⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 3
Suite: 203

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD. (the "Vendor")

And Jin Xu (the "Purchaser")

Re Offer to Purchase and Agreement of Purchase and Sale (the "Agreement") between the Vendor and the Purchaser

Dated July 13, 20 22 with respect to the purchase and sale of Strata Lot # 3 (the "Strata Lot") (Suite # 203) in the development known as "Chloe" (the "Development") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

DATED this 13 day of July, 20 22

Purchaser(s) w/are paying a Deposit in the amount of $ 55,500 by (check one)

☐ Wire Transfer – Funds being wired from _____ (financial institution)
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank RBC & ~~CIBC~~ ($ 22500)
CIBC ($ 33000)

Jin Xu
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

70116066 5-516

Royal Bank of Canada
Banque Royale du Canada
1281 56TH ST
DELTA, BC

DATE 20220711 (YIA MM DJ)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE CLARK WILSON LLP IN TRUST $22,500.00

EXACTLY 05400 $22,500.00 ¢

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000 IN CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5000 $ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET

JIN XU
PURCHASER NAME / NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

⑈70116066⑈ ⑆05400⑉003⑆ 099⑉013⑉5⑈

CIBC

Bank Draft / Traite de Banque

3721 9450 6

27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

JIN XU

2022-07-05
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No. / N° d'identification

Banking Centre / Centre bancaire

$*******33,000.00

Pay to the order of / Payez à l'ordre de CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de **********THIRTY THREE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré Canadian Imperial Bank of Commerce
Toronto
Canada

⑈372194506⑈ ⑆09502⑉010⑆ 06000⑉2743345⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 3
Suite: 214 (previously 203)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Shang Jing Jiang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated April 13, 2022 with respect to the purchase and sale of Strata Lot # 3 (the "**Strata Lot**") (Suite # 214) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 10th day of Jan, 2023.

Purchaser(s) is/are paying a Deposit in the amount of $ 55,500.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC, RBC

_____ _____
Purchaser(s) – Print Name Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 3
Suite: 214

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And SHANG JING JIANG (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated April 13, 20 22 with respect to the purchase and sale of Strata Lot # 3 (the **"Strata Lot"**) (Suite # 214) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 14TH day of JULY, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 55,500.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO/CIBC

SHANG JING JIANG
Purchaser(s) – Print Name

_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Ching Yee So **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 09 day of September, 2021.

Witness	Purchaser's Signature	Print Name
	AnnSo	Ching Yee So
Witness	Purchaser's Signature	Print Name

SL No. 1 Suite No. 201

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Ching Yee So

Occupation: Business Development Manager

Address: 1102 5955 Balsam Street

City: Vancouver

Province: BC **Postal Code:** V6M 0A1

Tel: (604) 762-7019 **Cell:**

Email: robert.wong@wwhs.cc

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Jul 19, 1968

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 1 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 201, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,689,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $79,450.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $84,450.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $84,450.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $84,450.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
		YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 09 day of September, 2021.

Witness — *Purchaser*: Ching Yee So — Seal

Witness — *Purchaser*: — Seal

This Offer to Purchase is accepted by the Vendor this 09 day of September, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser	Purchaser	Vendor
		YU

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
		YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
		YU

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Ching Yee So (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with RE/MAX Crest Realty (the "**Selling Brokerage**") and Henry So PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Ching Yee So Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Ching Yee So (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Ching Yee So Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

ADDITIONAL BICYCLE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Ching Yee So (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional bicycle storage locker(s) (the "**Additional Bicycle Locker**") in the Development. The Vendor reserves the right to allocate the Additional Bicycle Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the bicycle lockers in the Development will vary in size, shape, and convenience of location.

The Additional Bicycle Locker(s) shall be provided at the Purchaser's cost of $ 3,000.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Bicycle Locker
Addendum

SL: 1
Suite: 201

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Ching Yee So Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Additional Parking Stall
Addendum

SL: 1
Suite: 201

CHLOÉ
KERRISDALE

ADDITIONAL PARKING STALL ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Ching Yee So (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional parking stall(s) (the "**Additional Parking Stall**") in the Development pursuant to a partial assignment of the parking lease. The Vendor reserves the right to allocate the Additional Parking Stall(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the parking stalls in the Development will vary in size, shape, and convenience of location.

The Additional Parking Stall shall be provided at the Purchaser's cost of $60,000.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

Purchaser no longer wants the additional parking.

AS 李 YU

CHLOE
Additional Parking Stall
Addendum

SL: 1
Suite: 201

CHLOÉ
KERRISDALE

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Ching Yee So Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

YU

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Ching Yee So (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 07, 2021 with respect to the purchase and sale of Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 07, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor will do the best effort to assign the parking stalls closest to the North side elevator.

The Vendor and Purchaser hereby agree to remove the tree on the terrace of this unit, 201SL 1.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Purchaser's Name
		Ching Yee So
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 1
Suite: 201

AGENT COMMISSION FORM

Date: September 07, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 1 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 1 Suite No. 201 within the Development.

INITIALS

Agent	Vendor
	YU

CHLOE
Agent Commission Form

SL: 1
Suite: 201

Net Purchase Price: 1,689,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Henry So PREC

Managing Brokerage: RE/MAX Crest Realty

Address: 290 - 3631 No. 3 Road, Richmond, BC, V6X 2B9

Phone: (604) 880-8727 Fax: _____ Email: info@henryso.com

Signed:

Witness

Henry So PREC
Purchaser's Agent Name

Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

Receipt from Avesdo

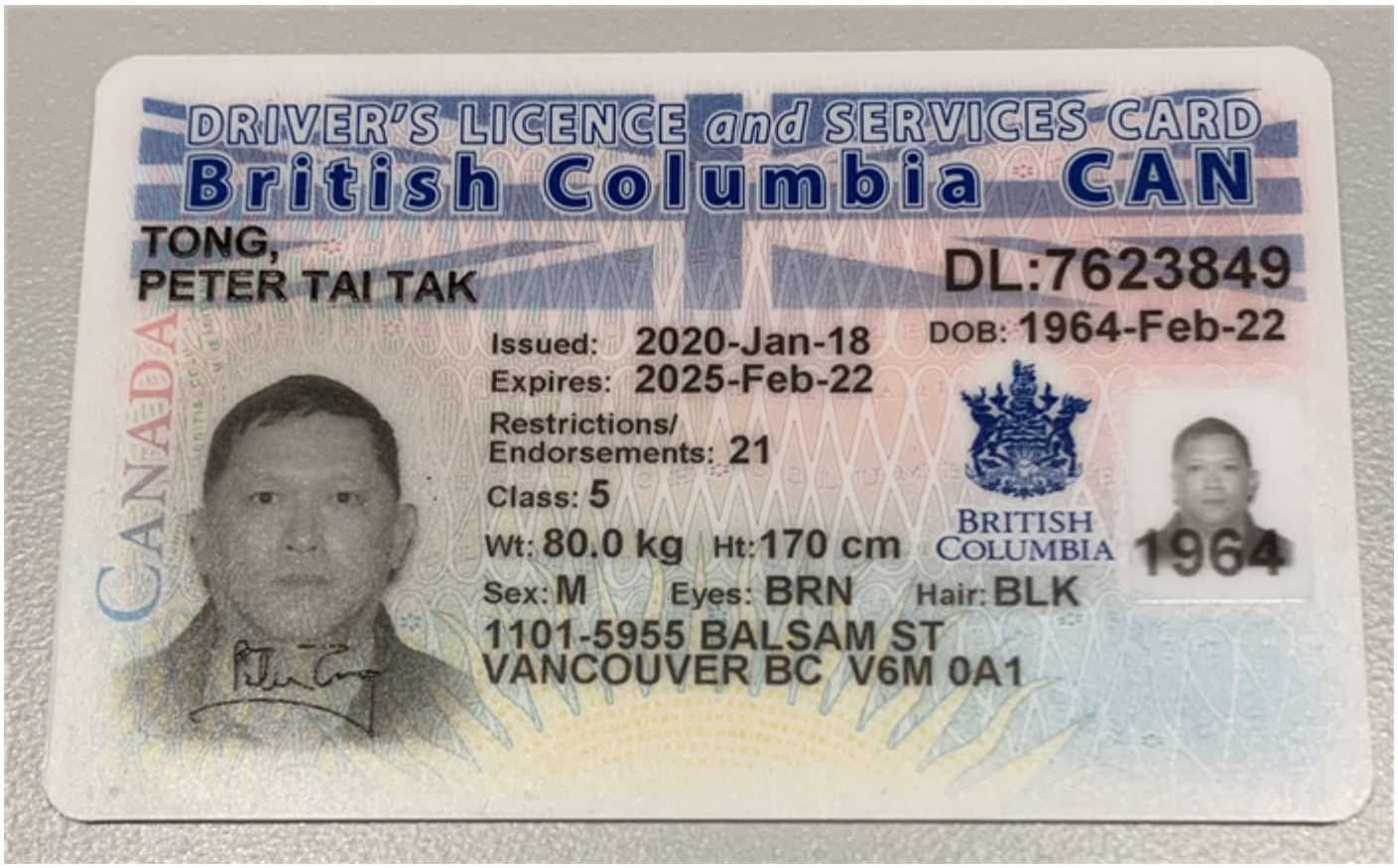
Receipt #1059-2083

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	September 7, 2021	- 5666

SUMMARY

Reservation charge created for Suite. 201 SL. 1 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.


DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
TONG,
PETER TAI TAK
DL:7623849
DOB: 1964-Feb-22
Issued: 2020-Jan-18
Expires: 2025-Feb-22
Restrictions/
Endorsements: 21
Class: 5
Wt: 80.0 kg Ht: 170 cm
Sex: M Eyes: BRN Hair: BLK
1101-5955 BALSAM ST
VANCOUVER BC V6M 0A1
CANADA
BRITISH
COLUMBIA
1964

ORSEMENTS AND LIMITATIONS
sport is valid for all countries unless
rwise specified. The bearer must comply
ny visa or other entry regulations
countries to be visited.
SERVATIONS BEGINNING ON
E 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays,
sauf indication contraire. Le titulaire doit
se conformer aux formalités relatives aux
visas ou aux autres formalités d'entrée
des pays où il a l'intention de se rendre.
VOIR LES OBSERVATIONS DÉBUTANT À
LA PAGE 5 LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

EED980057

HG028646

PASSPORT
PASSEPORT

CANADA

Type/Type
P
Issuing Country/Pays émetteur
CAN
Passport No./N° de passeport
HG028646

Surname/Nom
SO
Given names/Prénoms
CHING YEE
Nationality/Nationalité
CANADIAN/CANADIENNE
Date of birth/Date de naissance
19 JULY/JUIL 68
Sex/Sexe
F
Place of birth/Lieu de naissance
HONG KONG
Date of issue/Date de délivrance
03 JUNE/JUIN 15
Date of expiry/Date d'expiration
03 JUNE/JUIN 25
Issuing Authority/Autorité de délivrance
HONG KONG

EED980057

P<CANSO<<CHING<YEE<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
HG028646<7CAN6807197F2506034<<<<<<<<<<<<<<04

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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 201 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Henry. So PREC. / RE/MAX Crest Realty
Date Information Verified/Credit File Consulted: Sep 07, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Ching Yee So
2. Address: 1102 5955 Balsam Street Vancouver BC V6M 0A1
3. Date of Birth: July 19, 1968
4. Nature of Principal Business or Occupation: Business Development Manager

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Passport
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: HG028646
3. Issuing Jurisdiction: Canada **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: June 3, 2025
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
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CHLOÉ
KERRISDALE

THIRD PARTY IDENTIFICATION INFORMATION RECORD

This record should be used if:

a) you have identified an individual or corporation who is purchasing the unit on behalf of a third party; or
b) you have received funds (for example, for a deposit) that is from an account belonging to an individual or corporation that is not the purchaser.

Unit # 201 SL# 1 Date: September 15, 2021

Address: 2094 W 43rd Ave, Vancouver BC, Canada V6M 2C8

Sales Representative: Wilson Tsang PREC

Type of ID Document: Driver's License Document ID #: 7623849

Issuing Jurisdiction/Country: British Columbia Expiry Date: February 22, 2025

Full Legal Name: Peter Tai Tak Tong

Date of Birth: February 22, 1954

Current Address: 1101-5955 Balsam Street, Vancouver BC, V6M 0A1

Nature of Principal Occupation/Business: Homemaker

Relationship between third party and client: Husband

Penalties for Non-Compliance: Penalties are severe and can range up to 5 years in prison and fines to $2 million. The requirements are not to be taken lightly and are effective immediately. Our company does not make up the rules. Our office policy; however, has been for many years not to accept cash deposits in any amount.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 1
Suite: 201

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Ching Yee So (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated September 9 20 21 with respect to the purchase and sale of Strata Lot # 1 (the "**Strata Lot**") (Suite # 201) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 15 day of September, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 79,450.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank HSBC

Ching Yee So
Purchaser(s) – Print Name

AnnSo
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, PETER TONG have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

1016004-E/F_2014-03

HSBC
HSBC Bank Canada
Banque HSBC Canada
2164 WEST 41ST AVENUE
VANCOUVER BC V6M 1Z1

THIS DRAFT CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW
LE VERSO DE CETTE TRAITE A ÉTÉ FILIGRANÉ À DES FINS DE SÉCURITÉ. LA TENIR EN ANGLE POUR LE CONSTATER.

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325633

2 0 2 1 0 9 1 5
DATE Y/A M/M D/J

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE
CLARK WILSON LLP, "IN TRUST"

$ **79,450.00

CAD SEVENTY NINE THOUSAND FOUR HUNDRED FIFTY ONLY

CANADIAN DOLLARS
DOLLARS CANADIENS

Ordering Customer / Client émetteur
PETER TAI TAK TONG

56436 Mavis
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESEING

030889

⑈325633⑈ ⑆10110⑆016⑆ 93028 2⑆010⑈

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOÉ

WIRE TRANSFER INSTRUCTIONS

Should you require to wire the funds for your Chole deposit, please ensure you complete the following instructions to avoid delays and errors in payment.

1. Purchaser to include:
   a. file number - **48184-0012**;
   b. the strata lot and suite number - **SL** 1 **SUITE** 201;
   c. the development name - **CHLOE**;
   d. the purchaser's name - Ching Yee So; and
   e. the Clark Wilson lawyer's name or initials - **Bhagwant Dhaliwal or BSD**

2. Written confirmation from the purchaser's financial institution confirming the initiation of the wire transfer, and if a receipt or tracking slip is obtained, a copy of that slip; either by fax (604.687.6314, Attention: Queeny S. Wong) or email (QWong@cwilson.com).

3. Kindly note that the recipient bank may deduct their bank charges/commission from the remittance. Please take into account any wiring fees when paying the deposit (it is not uncommon for deposits to end up being $50, or more, short, which can result in the payment being in default); and

4. Confirmation that funds have been paid in Canadian dollars. **The amount of the deposit(s) to be credited in full into the following trust account:**

HSBC BANK CANADA
885 West Georgia Street
Vancouver, BC
V6C 3G1
Beneficiary: Clark Wilson LLP
Swift Code: HKBCCATT
Beneficiary Account No.: 002335-090
Transit No.: 10020
Bank Code: 016

HSBC

Language: English
Country/Territory: Hong Kong SAR
Application Date: 03/12/2021

Application Form For: Telegraphic Transfer

Debit Account Number: 0 4 7 6 7 8 2 3 0 8 8 8
Currency / Account Type: CAD - Canadian Dollar

Remittance Currency: CAD - Canadian Dollar
Amount: In Remittance Currency 84,450
In Debit Account Currency
Amount in Words: Eighty-four Thousand Four Hundred Fifty Canadian Dollars Sent in Canadian Dollar
Account to be Debited on (DD/MM/YYYY): 03/12/2021

Bank Code Type: SWIFT BIC
Bank Code: HKBCCATT
Country/Territory: Canada
Bank Name: HSBC BANK CANDA
Address: 885 WEST GEORGIA ST
Address:
City: VANCOUVER
Province: BC
Postcode: V6C 3G1
Messages to Beneficiary Bank (Maximum 35 characters in each line): BANK CODE 016 / TRANSIT NO.: 10020

Account Number / IBAN: 002335090
Full Name: CLARK WILSON LLP
Address: 900 - 885 WEST GEORGIA ST
Address:
City: VANCOUVER
Province: BC
Postcode: V6C 3G1
Country/Territory: Canada
Message to Beneficiary (Maximum 35 characters in each line): CHLOE KERRISDALE - STRATA LOT 1 / UNIT 201 / FILE NUMBER: 48184-0012
Purpose of Payment: Others, please specify
Please specify: SECOND DOWN PAYMENT

Bank Code Type:
Bank Code:
Country/Territory:
Bank Name:
Address:
Address:
City:
Province:
Postcode:

Local / Overseas Charges: OUR
Account for debiting of charge: Full/Partial from above Debit Account
Charge Account Number: 0 4 7 6 7 8 2 3 0 8 8 8
Currency / Account Type: CAD - Canadian Dollar

Please complete this section if account holder is a financial institution
Is this payment on behalf of a third party? If so, please send details of the ordering party. Yes / No
Account Identifier:
Full Name:
Address:
Address:
City:
Province:
Postcode:
Country/Territory:

Exchange Rate:
Rate Given By / Foreign Exchange Contract Number:

This box is used for printing of the automatically generated barcode only, and is should be kept unaltered and uncontrolled.

0476782308SS-002335090-84450-CAD

Signature:

Name of Debit Account Holder: KONG CHIL KEUNG ROBERT

For Bank Use Only (Re):
☐ Request sent any urgent processing ☐ Discount ☐ Standard
☐ Next day/Same day processing allowed at discounted price
☐ In Person ☐ HK ID Sighted
☐ Non-HK ID Sighted (Country/region)
☐ Account Card Sighted
☐ No Account Card Produced
☐ VIP
☐ Sent name TTA/CATS or Global Private Bank

Print & Validate Form | Save | Clear

HSBC 628TLS TT'21 DEC-02 11:24

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CAS021210HURBV CW	MR WONG CHIU KEUNG ROBERT SECOND DOWN PAYMENT CHLOE KERR ISDALE - STRATA LOT 1, UNIT 201 FILE NUMBER- 48184-0012	HK1021210KUQYOAQ	TRANSFER	84,450.00	02 Dec 2021

The Chloes 3rd Payment

HSBC

Language	English
Country/Territory	Hong Kong SAR
Application Date	16/06/2022

Application Form For: Telegraphic Transfer

Note: It is important that you read the terms and conditions governing your Debit Account and the important notes overleaf before completing this form. Any amendment made after the form is printed will not be captured in the [illegible]

1. ACCOUNT HOLDER INFORMATION

Debit Account Number: 8 3 1 0 9 3 2 3 2 8 3 3

Currency / Account Type: CAD - Canadian Dollar

2. PAYMENT DETAILS

Remittance Currency: CAD - Canadian Dollar

Amount: (●) In Remittance Currency: 84,450 ( ) In Debit Account Currency:

Amount in Words: Eighty-four Thousand Four Hundred Fifty Canadian Dollar Sent in Canadian Dollar.

Account to be Debited on (DD/MM/YYYY): 16/06/2022

3. BENEFICIARY BANK DETAILS

Bank Code Type	SWIFT BIC
Bank Code	HKBCCATT
Country/Territory	Canada
Bank Name	HSBC BANK CANADA
Address	885 WEST GEORGIA ST
Address	
City	VANCOUVER
Province	BC
Postcode	V6C 3G1
Message to Beneficiary Bank (Maximum 35 characters in each line)	BANK CODE 016 TRANSIT NO.: 10020

4. BENEFICIARY DETAILS

Account Number / IBAN	002335090
Full Name	CLARK WILSON LLP

If bene. name exceed 35 characters, continue to input the last full word in the below Address field

Address	900-885 WEST GEORGIA ST		
Address			
City	VANCOUVER		
Province	BC	Postcode	V6C3H1
Country/Territory	Canada		
Message to Beneficiary (Maximum 35 characters in each line)	CHLOE KERRISDALE - STRATA LOT 1, UNIT 201 FILE NUMBER - 48184-0012		
Purpose of Payment	Others, please specify		
Please specify	THIRD DOWN PAYMENT		

5. INTERMEDIARY BANK DETAILS

Bank Code Type	
Bank Code	
Country/Territory	
Bank Name	
Address	
Address	
City	
Province	
Postcode	

6. FUND TRANSFER DETAILS

Local / Overseas Charges: OUR : Remitter to pay all charges

Account for debiting of charge if different from above Debit Account

Charge Account Number: 8 3 1 0 9 3 2 3 2 8 3 3

Currency / Account Type: CAD - Canadian Dollar

7. FOREIGN EXCHANGE DETAILS

Exchange Rate:

Rate Given By / Foreign Exchange Contract Number:

8. ORDERING PARTY DETAILS

Please complete this section if account holder is a financial institution

Is this payment on behalf of a third party? If so, please provide details of the ordering party: ( ) Yes (●) No

Account Identifier	
Full Name	
Address	
Address	
City	
Province	Postcode
Country/Territory	

9. CUSTOMER'S AUTHORISED SIGNATURE

I/We have read the terms and conditions governing the Debit Account (including the General Terms and Conditions - Plain Language, General Terms and Conditions - Business Language or the respective Terms and Conditions for Integrated Account, Business Integrated Account or Super Ease Account, whichever is applicable), together with the important notes printed overleaf and agree to be bound by them.

Signature(s) COPY S.V.

Name of Debit Account Holder: WONG CHIU KEUNG ROBERT

Note: Your email address and contact number maintained in the bank's record will be used for correspondence in respect of this instruction. Please ensure that your email address and contact number with the bank are up to date.

For Bank Use Only (Ref:)

☐ Request same day urgent processing (☐ Discount / ☐ Standard)
☐ Next day/Same day processing allowed at discounted price

☐ In Person ☐ HK ID Sighted
☐ Non-HK ID Sighted (Country/region:)
☐ Account Card Sighted
☐ No Account Card Produced
☐ V.Q
☐ Self-name TT/CHATS to Global Private Bank

Checked by (Please initial):
Branch Authenticator (for S.V) (Full signature with name & no.)
Contact tel:

Print & Validate Form | Save | Clear

This box is used for printing of the automatically generated barcode only, and it should be kept unaltered and unmarked.

831093232833-002335090-84450-CAD

HSBC 628TLS TT'22 JUN-16 11:20

BACJ

9ad570ee-425a-4fb8-b878-884d856e6735

Customer Receipt
HK1-831093232833-002335090-2022-06-16
This receipt is issued only to facilitate the customer to enquire the transaction status and should not be regarded as transaction completion proof. An official debit advice will be sent to your/your company's correspondence address at the Bank's record by mail the next working day after the transaction is completed

The Hongkong and Shanghai Banking Corporation Limited

GPS001 Ver : 1.2201

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CHLOÉ

WIRE TRANSFER INSTRUCTIONS

Should you require to wire the funds for your Chole deposit,
please ensure you complete the following instructions to avoid delays and errors in payment.

1. Purchaser to include:
   a. file number - **48184-0012**;
   b. the strata lot and suite number - **SL** 1 **SUITE** 201;
   c. the development name - **CHLOE**;
   d. the purchaser's name - Ching Yee So; and
   e. the Clark Wilson lawyer's name or initials - **Bhagwant Dhaliwal or BSD**

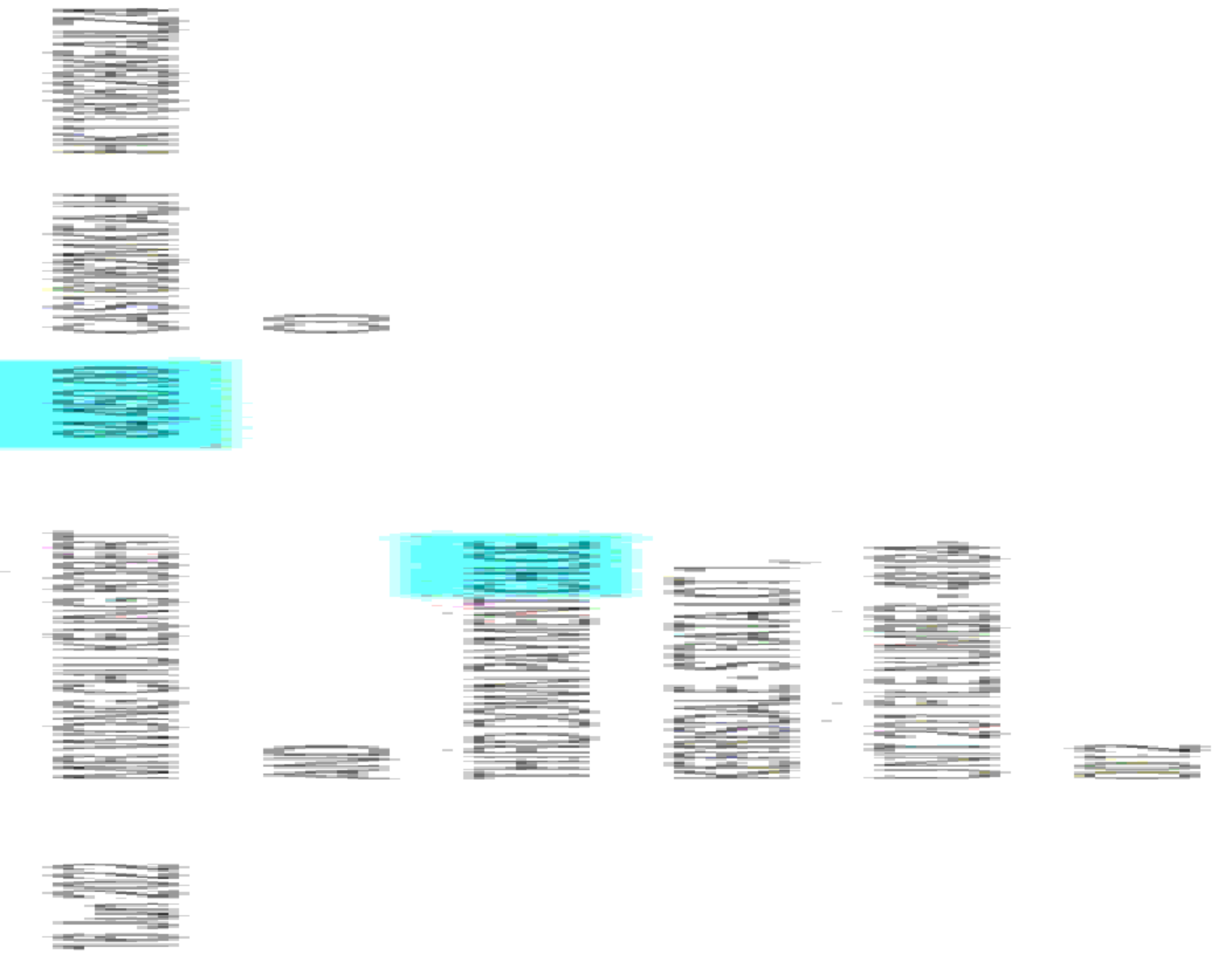
2. Written confirmation from the purchaser's financial institution confirming the initiation of the wire transfer, and if a receipt or tracking slip is obtained, a copy of that slip; either by fax (604.687.6314, Attention: Queeny S. Wong) or email (QWong@cwilson.com).

3. Kindly note that the recipient bank may deduct their bank charges/commission from the remittance. Please take into account any wiring fees when paying the deposit (it is not uncommon for deposits to end up being $50, or more, short, which can result in the payment being in default); and

4. Confirmation that funds have been paid in Canadian dollars. **The amount of the deposit(s) to be credited in full into the following trust account:**

HSBC BANK CANADA
885 West Georgia Street
Vancouver, BC
V6C 3G1
Beneficiary: Clark Wilson LLP
Swift Code: HKBCCATT
Beneficiary Account No.: 002335-090
Transit No.: 10020
Bank Code: 016

Scanned with CamScanner



CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 1
Suite: 216 (previously 201)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And CHING YEE SO (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated SEPT 9, 20 21 with respect to the purchase and sale of Strata Lot # 1 (the **"Strata Lot"**) (Suite # 216) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 8TH day of DECEMBER, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 84,450 by (check one):

☒ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

HSBC | Statement details

Account name HSBC Trust (Cdn$) CW
Currency CAD

Value date	Credit amount	Debit amount	Bank reference	Customer reference
08 Dec 2022	84,450.00		CA508122MKVAMBLS	HK108122BKVALSAO
Narrative	MR WONG CHIU KEUNG ROBERT AND, FOURTH DOWN PAYMENT CHLOE KERRISDALE - STRATA LOT 1,, UNIT 201 FILE NUMBER - 48184-0012			

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Ching Yee So **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Ching Yee So (the "Purchaser") of Suite # 201 / strata lot # 1 in the development known as Chloé hereby acknowledge having received on the 29 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 29, 2021.

AnnSo

(Purchaser) Ching Yee So

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Ching Yee So **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Ching Yee So (the "Purchaser") of Suite # 201 / strata lot # 1 in the development known as Chloé hereby acknowledge having received on the 13 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 13, 2022.

Ann So

(Purchaser) Ching Yee So

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Ching Yee So **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Ching Yee So (the "Purchaser") of Suite # 201 / strata lot # 1 in the development known as Chloé hereby acknowledge having received on the 03 day of November, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: November 03, 2022.

Ann So

(Purchaser) Ching Yee So

(Purchaser)

CHLOE

ASSIGNMENT AGREEMENT – ADDING PURCHASER

THIS ASSIGNMENT made effective the 16th day of January, 2024.

Vendor:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: CHING YEE SO
Occupation: BUSINESS DEVELOPMENT MANAGER
Country of Residence: CANADA
ID # (Driver's license, Passport): HG028646 (PASSPORT)
Address: 1102 5955 BALSAM STREET
City: VANCOUVER
Province: BC **Postal Code:** V6M 0A1
Tel: 604-762-7019 **Bus:**
Fax:
Email: robert.wong@wwhs.cc alisiawongegmail.com
(the "Assignor")

Full Name: ROBERT CHIU KEUNG WONG
Occupation: Managing Director
Country of Residence: CANADA
ID # (Driver's license, Passport): HG028648 (Passport)
Address: 1102 5955 BALSAM STREET
City: VANCOUVER
Province: BC **Postal Code:** V6M 0A1
Tel: 604-762-7019 **Bus:**
Fax:
Email: robert.wong@wwhs.cc
(the "Assignee")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on September 9th, 2021~~2023~~ (the "Purchase Agreement") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 1 (the "Strata Lot"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "Development") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "Lands").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $337,800.00 (collectively, the "Deposit").

C. The Assignor has agreed to assign to the Assignee a portion of all of its right, title, and interest in and to the Purchase Agreement, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 14 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under subparagraph 11.5 of Schedule "A" to the Purchase Agreement.

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E. The Assignor wishes to release 1076288 B.C. Ltd., Lightstone Development Ltd., Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. **TERMS**

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. **ASSIGNMENT**

The Assignor assigns, transfers, and sets over to the Assignee a portion of all of its right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot, including the Deposit and any interest earned thereon.

3. **ASSUMPTION BY ASSIGNEE**

The Assignee covenants and agrees to strictly perform and observe, with the Assignor, all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as a purchaser under the Purchase Agreement, and the Assignor and Assignee acknowledge and agree that all obligations of the Assignor and Assignee under the Purchase Agreement, each as purchaser, will be joint and several.

4. **ASSIGNMENT FEES**

(a) **Assignment Fee payable by the Assignor to the Vendor**

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $_____ plus GST and any other applicable value-added or sales tax, on such amount (the "Vendor Assignment Fee").

(b) **Assignment Fee payable by the Assignee to the Assignor**

In addition to the Assignee's reimbursement to the Assignor of the Deposit, the Assignee agrees to pay the Assignor $ 500.00 within 30 days(s) following the execution and delivery of this Agreement.

5. **VENDOR'S CONSENT**

Upon satisfaction of the conditions set out in paragraph 14 herein, including, without limitation, receipt of the Vendor Assignment Fee and any statutory declaration requested by the Vendor in accordance with this Assignment, the Vendor consents to the assignment contemplated herein.

6. **REPRESENTATIONS AND WARRANTIES**

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

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(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign a portion of all of its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "Additional Agreements"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate;

(i) upon completion of the assignment contemplated herein, the Assignor's legal and beneficial interest in and to the Purchase Agreement and Strata Lot will be reduced by the portion of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot assigned to the Assignee pursuant to the terms of this Assignment; and

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "Prohibition Act"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of a portion of the Assignor's interest in the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be fully bound by and liable for all of the purchaser's obligations under the Purchase Agreement, which obligations, with the obligations of the Assignee as a purchaser under the Purchase Agreement, will be joint and several.

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8. ASSIGNEE'S ACKNOWLEDGEMENT

The Assignee acknowledges and agrees that, in accordance with the Prohibition Act, the Assignee is not entitled to enter into this Agreement if the Assignee does not meet one of the requirements set out in paragraph 6(j). Paragraph 6(j) is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date (as defined in the Purchase Agreement), the Assignee does not meet or no longer meets the requirements set out in paragraph 6(j), the Assignee must notify the Vendor immediately, and the Assignee acknowledges that such noncompliance shall be deemed to be a fundamental breach of both this Agreement and the Purchase Agreement by the Assignee and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate the Purchase Agreement upon providing written notice of same to the Assignee.

The Assignee will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in paragraph 6(j) of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the Prohibition Act.

9. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("REDMA") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting the citizenship and place of residency of the Assignor and the Assignee;

(iii) respecting contact and business information of the Assignor and the Assignee;

(iv) respecting the terms of this Assignment and any Additional Agreements; and

(v) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "Administrators"),

(collectively, the "Prescribed Information").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor from time to time, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

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(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 9 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

10. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor has entered into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "Deposit Protection Insurer"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA). In addition, as a result of the Vendor having entered into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

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(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and the Assignee acknowledge and agree that the benefit of the Deposit Protection Contract as it relates to the Deposit is assigned from the Assignor to the Assignee concurrently with this Assignment and, upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (The "Agent"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer is amended so that the insured benefit under the Deposit Protection Contract as it relates to the Deposit is transferred from the Assignor to the Assignee;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Agent or the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph 10 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

11. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 12.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

12. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "Releasors and Indemnitors") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "Releasees and Indemnified Parties") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this

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Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

13. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that if the assignment contemplated herein occurs, the Assignor's legal and beneficial interest in the Purchase Agreement and Strata Lot will be the percentage that is 100% less the percentage of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot and/or Purchase Agreement assigned to the Assignee pursuant to the terms of this Assignment.

14. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Vendor Assignment Fee;

(b) all Prescribed Information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with this Assignment; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

15. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

(i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

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(ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

16. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

17. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

18. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

19. TIME

Time will be of the essence of this Assignment.

20. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by email, facsimile transmission or other form of electronic communication capable of producing a printed copy.

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21. **ELECTRONIC EXECUTION**

This Assignment may be executed by means of electronic signatures in accordance with the *Electronic Transactions Act* (British Columbia).

INTENDING TO BE LEGALLY BOUND, the Vendor, Assignor and Assignee have signed and entered into this Assignment Agreement as of the date immediately below.

Dated: February 21, 2014.

Witness: _____

EDDIE HO CHOW MUI
Barrister, Solicitor, Notary Public
(Ontario, Canada)

Witness: _____

_____
(ASSIGNOR)

ASSIGNOR

Witness: _____

EDDIE HO CHOW MUI
Barrister, Solicitor, Notary Public
(Ontario, Canada)

Witness: _____

_____
(ASSIGNEE)

ASSIGNEE

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

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SCHEDULE "A"

(a copy of the Purchase Agreement attached)

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SCHEDULE "B"

(a copy(ies) of any Additional Agreements attached)

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SCHEDULE "C"
Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	Assignee (Individual/Corporate contact/ Trustee/Partner*)
Legal Name: CHING YEE SO	Legal Name: ROBERT CHIU KEUNG WONG
Date of Birth: July 19, 1968	Date of Birth: DECEMBER 19, 1964
**SIN/ ITN/ TN: 729-722-215	(**SIN/ ITN/ TN) 641-287-917
Citizenship (Nationality): CANADA	Citizenship (Nationality): CANADA
Principal Residence Address: 1102 5955 BALSAM STREET	Principal Residence Address: 1102 5955 BALSAM STREET
City: VANCOUVER Province: BC	City: VANCOUVER Province: BC
Postal Code: V6M 0A1 Country: CANADA	Postal Code: V6M 0A1 Country: CANADA
Phone Number: 604-762-7019	Phone Number: 604-762-7019
Email Address: robert.wong@wwhs.cc alisawongegmail.com	Email Address: robert.wongewwhs.cc
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name:	Name:
***Account Number :	***Account Number :
Residence under *Income Tax Act* (Canada):	Residence under *Income Tax Act* (Canada):
Head Office Address:	Head Office Address:
City: Province:	City: Province:
Postal Code: Country:	Postal Code: Country:
Phone Number:	Phone Number:
Email Address:	Email Address:

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

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SCHEDULE "D"
Prohibition On The Purchase Of Residential Property By Non-Canadians Act

(see attached)

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Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of HSIU-HUA YU **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

yu	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 22 day of June, 2021.

Witness	Purchaser's Signature	HSIU-HUA YU Print Name
Witness	Purchaser's Signature	Print Name

SL No. 33 Suite No. 315

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: HSIU-HUA YU

Occupation: Dental assistant

Address: 2145 west 45th Avenue

City: Vancouver

Province: BC **Postal Code:** V6M 2J2

Tel: (604) 353-7760 **Cell:**

Email: no3q3q@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Feb 10, 1965

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 33 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 315, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $980,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $44,000.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $49,000.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $49,000.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $49,000.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
YH		

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 22 day of June, 2021.

Witness *Purchaser*: HSIU-HUA YU Seal

Witness *Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 23 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser	Purchaser	Vendor
		YU

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

INITIALS

Purchaser	Purchaser	Vendor

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

INITIALS

Purchaser	Purchaser	Vendor

expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU-HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 20, 2021 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with RE/MAX Crest Realty (the "**Selling Brokerage**") and Ya Wen Eve Chuang PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of June, 20 21.

Witness	Purchaser's Signature	HSIU-HUA YU Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and HSIU-HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 20, 2021 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 20, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME** *The kitchen cabinet change to Onyx Noir. Please see attached addendum.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

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DATED this 22 day of June, 20 21.

Witness	Purchaser's Signature	HSIU-HUA YU Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

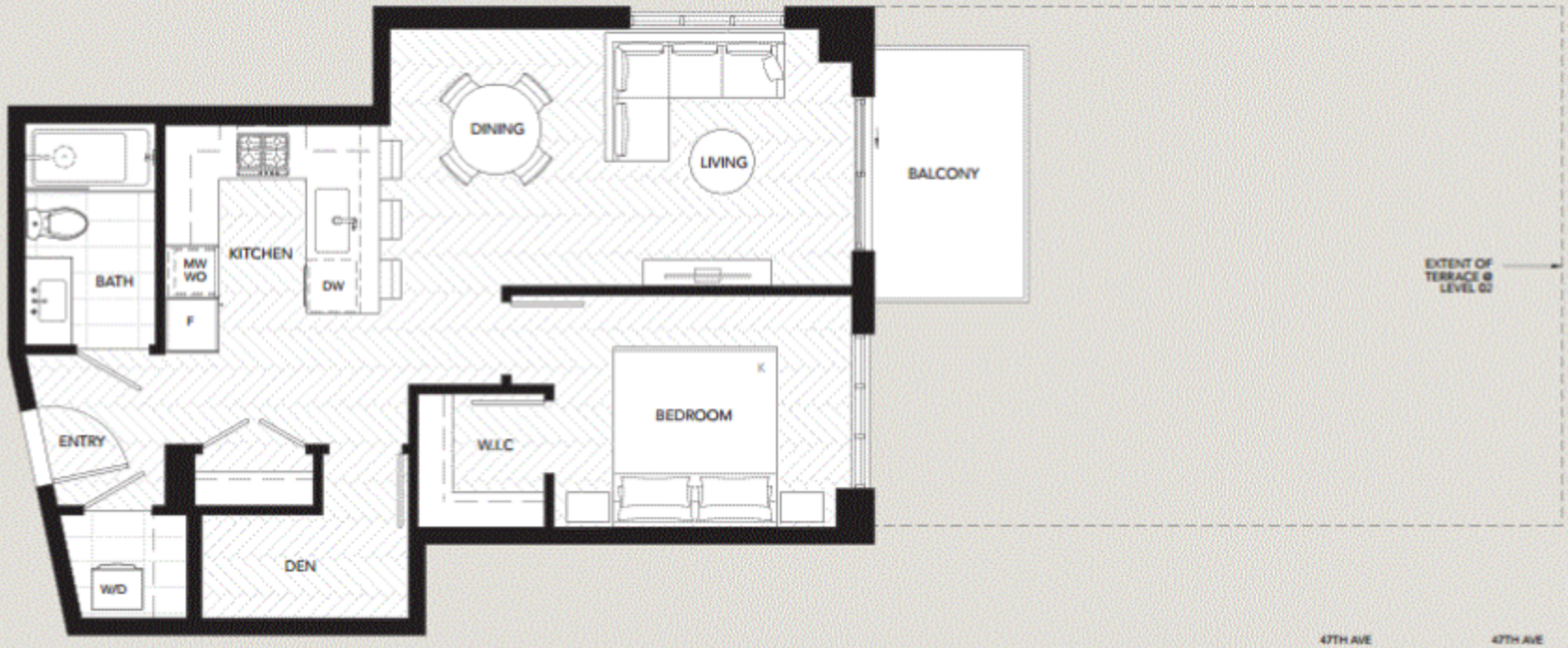
CHLOÉ

KERRISDALE

PLAN A3

1 Bedroom + Den

Interior:	685 sf
Exterior:	65-560 sf
Total:	750-1,245 sf



0 1 2 3 4 5 10 FT

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU-HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 20, 2021 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 20, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of ~~$30,000.00~~ $25,000.00 ~~$14,700.00~~ (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 22 day of June, 20 21.

Witness	Purchaser's Signature	HSIU-HUA YU Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Hsiu-Hua Yu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 22nd, 2021 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 6th, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby acknowledges and agrees to change the color scheme Agate Creme's kitchen cabinets and cabinet handle to Onyx Noir's Kitchen cabinets [redacted] with no additional cost. The rest of finishing would be using the Agate Creme color scheme. and the kitchen cabinet handle will remain as the Agate Creme colour scheme

YU

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 6th day of July, 2021.

Witness	Purchaser's Signature	Purchaser's Name
		Hsiu-Hua Yu

Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

AGENT COMMISSION FORM

Date: June 20, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 33 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 33 Suite No. 315 within the Development.

INITIALS

Agent	Vendor
EC	YU

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

EC 牛 YU

Net Purchase Price: ~~900,000.00~~ $955,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Ya Wen Eve Chuang PREC

Managing Brokerage: RE/MAX Crest Realty

Address: ~~RE/MAX Crest Realty~~ #290 – 3631 No. 3 Road Richmond BC EC 牛 YU

Phone: (778) 881-9771 Fax: _____ Email: eve@evechuang.com

Signed:

_____
Witness

Ya Wen Eve Chuang PREC
Purchaser's Agent Name

Eve Chuang
Purchaser's Agent Signature

_____
Witness

Rose Yih
Managing Broker's Name

Rose Yih
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

牛

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

牛

INITIALS

Agent	Vendor
EC	YU

牛

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DEPOSIT RECEIPT

☒ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU - HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated 20 June, 20 21 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 22 day of June, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank Vancity

HSIU - HUA YU
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

THIS CHEQUE CONTAINS A SECURITY WATERMARK ON REVERSE. HOLD AT AN ANGLE TO VIEW.

Vancity
Make Good Money.™

Vancouver City Savings Credit Union
Kerrisdale, 2380 West 41st Avenue, Vancouver, BC V6M 2A4

Official Cheque 46885

Date 06 22 2021 (M M D D Y Y Y Y)

$ ***5000.00

Pay **Five Thousand Dollars & 0 Cents

to the order of CLARK WILSON LLP IN TRUST

MEMO: PURCHASER: HSIU-HUA YU

Vancouver City Savings Credit Union

Per _____ 10764
Authorized Signature

Per _____ X3355
Authorized Signature

⑈046885⑈ ⑆16350⑈809⑆ 1000100001 58⑈

DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
YU,
HSIU-HUA
DL:7635514
DOB: 1965-Feb-10
Issued: 2021-Feb-10
Expires: 2026-Feb-10
Restrictions/
Endorsements:
Class: 5
Wt: 47.0 kg Ht: 160 cm
Sex: F Eyes: BRN Hair: BLK
2145 45TH AVE W
VANCOUVER BC V6M 2J2
BRITISH COLUMBIA
1965
CANADA

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 315 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Ya Wen Eve Chuang PREC / RE/MAX Crest Realty
Date Information Verified/Credit File Consulted: Jun 20, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: HSIU-HUA YU
2. Address: 2145 west 45th Avenue Vancouver BC V6M 2J2
3. Date of Birth: February 10, 1965
4. Nature of Principal Business or Occupation: Dental assistant

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 7635514
3. Issuing Jurisdiction: BC **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: February 10, 2026
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DEPOSIT RECEIPT

☒ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU - HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated 20 June, 20 21 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 22 day of June, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank Vancity

HSIU - HUA YU
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

THIS CHEQUE CONTAINS A SECURITY WATERMARK ON REVERSE. HOLD AT AN ANGLE TO VIEW.

Vancity
Make Good Money.™

Vancouver City Savings Credit Union
Kerrisdale, 2380 West 41st Avenue, Vancouver, BC V6M 2A4

Official Cheque 46885

Date 06 22 2021 (M M D D Y Y Y Y)

$ ***5000.00

Pay **Five Thousand Dollars & 0 Cents

to the order of CLARK WILSON LLP IN TRUST

MEMO: PURCHASER: HSIU-HUA YU

Vancouver City Savings Credit Union

Per _____ 10764
Authorized Signature

Per _____ X3355
Authorized Signature

⑈046885⑈ ⑆16350⑈809⑆ 1000100001 58⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU-HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated 22 June, 2021 with respect to the purchase and sale of Strata Lot # _____ (the "**Strata Lot**") (Suite # _____) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 1 day of July, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Vancity

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

THIS CHEQUE CONTAINS A SECURITY WATERMARK ON REVERSE - HOLD AT AN ANGLE TO VIEW

Vancity
Make Good Money.™

Vancouver City Savings Credit Union
Kerrisdale, 2380 West 41st Avenue, Vancouver, BC V6M 2A4

Official Cheque 46934

Date 07 06 2021 (M M D D Y Y Y Y)

***Forty Four Thousand Dollars & 0 Cents

$ ***44000.00

CLARK WILSON LLP IN TRUST

MEMO: PURCHASER: HSIU-HUA YU

Vancouver City Savings Credit Union

Per _____ 11774 Authorized Signature

Per _____ Authorized Signature

⑈046934⑈ ⑆16350⑉809⑆ 1000100001581⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Hsiu - Hua Yu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 23, 20 21 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 15 day of September, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 49,000.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank Royal Bank

Hsiu- Hua Yu
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

68116184 0-516

Royal Bank of Canada
Banque Royale du Canada
2208 WEST 41ST AVENUE
VANCOUVER, BC

DATE 20210911 (Y/A M/M D/J)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE CLARK WILSON LLP, IN TRUST $49,000.00

EXACTLY $49,000.00¢

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET

HSIU-HUA YU
PURCHASER NAME NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

FORM 16616 (06-2019)

⑈68116184⑈ ⑆06800⑉003⑆ 099⑉013⑉5⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☑ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU - HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Jun. 22, 2021 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 11 day of January, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 49,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Royal Bank of Canada

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, Eve Chuang, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

68117147 6-516

Royal Bank of Canada
Banque Royale du Canada
2208 WEST 41ST AVENUE
VANCOUVER, BC

DATE 20 Y/A 11 M/M 22 D/J

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE Clark Wilson LLP in Trust. $49,000.00

EXACTLY $49,000.00¢ CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

RE/OBJET

PURCHASER NAME HSIU-HUA YU NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ Manuel Garcia

FORM 10516 (05-2016)

⑈68117147⑈ ⑆06800⑉003⑆ 099⑉013⑉5⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 33
Suite: 315

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And HSIU-HUA YU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 22 2021 with respect to the purchase and sale of Strata Lot # 33 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 30th day of June, 2022

Purchaser(s) is/are paying a Deposit in the amount of $ 49000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank RBC

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, Eve Chuang, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

69646884 2-516

Royal Bank of Canada
Banque Royale du Canada
2208 WEST 41ST AVENUE
VANCOUVER, BC

DATE 2022 06 29 (Y/A M/M D/J)

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE CLARK WILSON LLP IN TRUST $49,000.00

EXACTLY $49,000.00$ CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 $ CANADIENS

RE/OBJET _____

PURCHASER NAME HSIU-HUA YU NOM DE L'ACHETEUR

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESIGNÉ

VOID AFTER 180 DAYS / NUL APRÈS 180 JOURS
TIRAGE DE SIGNATURE

FORM 4S3 (R) (10-2009)

⑈69646884⑈ ⑆06800⑆003⑆ 099⑆063⑆5⑈

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of HSIU-HUA YU **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, HSIU-HUA YU (the "Purchaser") of Suite # 315 / strata lot # 33 in the development known as Chloé hereby acknowledge having received on the 22 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 22, 2021.

(Purchaser) HSIU-HUA YU

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of HSIU-HUA YU **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, HSIU-HUA YU (the "Purchaser") of Suite # 315 / strata lot # 33 in the development known as Chloé hereby acknowledge having received on the 11 day of November, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: November 11, 2022.

(Purchaser) HSIU-HUA YU

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of HSIU-HUA YU **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, HSIU-HUA YU (the "Purchaser") of Suite # 315 / strata lot # 33 in the development known as Chloé hereby acknowledge having received on the 11 day of November, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: November 11, 2022.

(Purchaser) HSIU-HUA YU

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of HSIU-HUA YU **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, HSIU-HUA YU (the "Purchaser") of Strata Lot #21 / Suite #305 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #33 / Suite #315 and has now been changed to Strata Lot #21 / Suite #305.

Purchaser	
Initials	

Date: _____, 202___.

(Purchaser) HSIU-HUA YU

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yan Shao **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 21 day of July, 2021.

Witness	Purchaser's Signature	Yan Shao Print Name
Witness	Purchaser's Signature	Print Name

SL No. 32 Suite No. 314

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Yan Shao

Occupation: Administrator

Address: ~~30~~ 32 10311 River Dr

City: Richmond

Province: BC **Postal Code:** V6X 0T2

Tel: (236) 888-9673 **Cell:**

Email: jackyx1982@me.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Mar 14, 1994

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 32 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 314, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $965,900.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $43,295.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $48,295.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $48,295.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $48,295.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 21 day of July, 2021.

Witness	*Purchaser*: Yan Shao Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 22 day of July, 2021.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

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Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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Purchaser	Purchaser	Vendor

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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Purchaser	Purchaser	Vendor
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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor
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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Purchaser	Purchaser	Vendor
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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with REMAX Crest (the "**Selling Brokerage**") and Maggie Zhu PREC (the "**Purchaser's Agent**"); or

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PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 21 day of July, 20 21.

Witness	Purchaser's Signature	Yan Shao Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 21, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

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SL: 32
Suite: 314

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 21 day of July, 20 21.

Witness	Purchaser's Signature	Yan Shao Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

KERRISDALE

PLAN A1

1 Bedroom + Den

Interior:	645 sf
Exterior:	43-301 sf
Total:	688-946 sf

0 1 2 3 4 5 10 FT

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

ADDITIONAL BICYCLE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 21, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional bicycle storage locker(s) (the "**Additional Bicycle Locker**") in the Development. The Vendor reserves the right to allocate the Additional Bicycle Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the bicycle lockers in the Development will vary in size, shape, and convenience of location.

The Additional Bicycle Locker(s) shall be provided at the Purchaser's cost of $ 2,500.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Bicycle Locker
Addendum

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 28 day of July, 20 21.

Witness	Purchaser's Signature	Yan Shao Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 28 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

SL: 32
Suite: 314

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 21, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of ~~$47,000.00~~ $37,000.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 21 day of July, 20 21.

Witness	Purchaser's Signature	Yan Shao Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 32
Suite: 314

AGENT COMMISSION FORM

Date: July 21, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 32 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 32 Suite No. 314 within the Development.

INITIALS

Agent	Vendor
	YU

CHLOE
Agent Commission Form

SL: 32
Suite: 314

Net Purchase Price: ~~$928,000.00~~$928,900.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Maggie Zhu PREC

Managing Brokerage: REMAX Crest

Address: 290 - 3631 Number 3 Rd, Richmond, BC, V6X 2B9

Phone: (778) 668-7078 Fax: _____ Email: mzhu7078@gmail.com

Signed:

Witness

Maggie Zhu PREC
Purchaser's Agent Name

Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

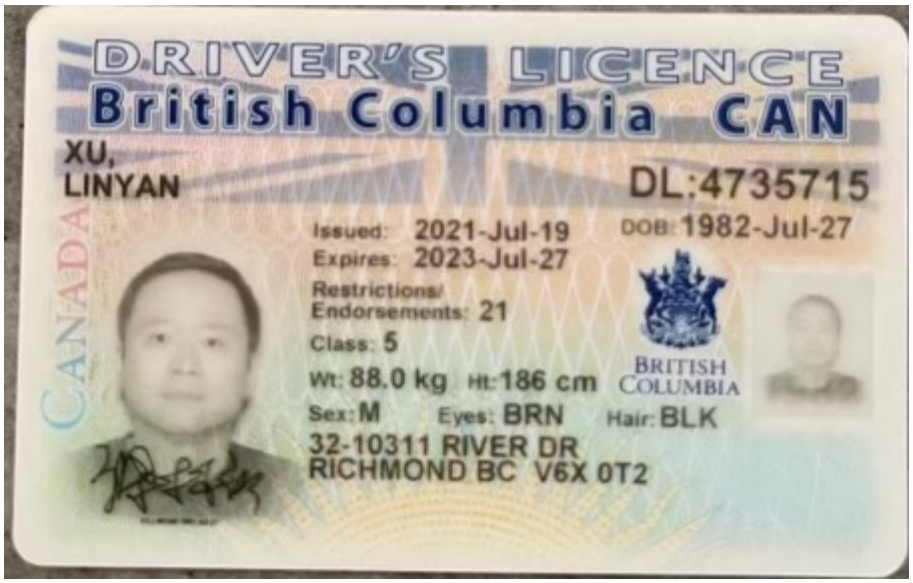
Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor


DRIVER'S LICENCE
British Columbia CAN
XU,
LINYAN
DL:4735715
CANADA
Issued: 2021-Jul-19
Expires: 2023-Jul-27
DOB: 1982-Jul-27
Restrictions/
Endorsements: 21
Class: 5
Wt: 88.0 kg Ht: 186 cm
BRITISH COLUMBIA
Sex: M Eyes: BRN Hair: BLK
32-10311 RIVER DR
RICHMOND BC V6X 0T2

Government of Canada
Gouvernement du Canada
PERMANENT RESIDENT CARD
CARTE DE RÉSIDENT PERMANENT
Name/Nom
SHAO
YAN
ID No/N° ID
9572-0152
Sex/Sexe
F
Nationality/Nationalité
CHN
Date of Birth/Date de naissance
14 MAR /MARS 94
Expiry/Expiration
22 AUG /AOÛT 24
Canada

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 314 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Maggie. Zhu PREC. / REMAX Crest
Date Information Verified/Credit File Consulted: Jul 21, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Yan Shao
2. Address:
30 10311 River Dr Richmond BC V6X 0T2
3. Date of Birth: March 14, 1994
4. Nature of Principal Business or Occupation: Administrator

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 9572-0152
3. Issuing Jurisdiction: Canada **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: August 22, 2024
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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CHLOÉ
KERRISDALE

THIRD PARTY IDENTIFICATION INFORMATION RECORD

This record should be used if:

a) you have identified an individual or corporation who is purchasing the unit on behalf of a third party; or
b) you have received funds (for example, for a deposit) that is from an account belonging to an individual or corporation that is not the purchaser.

Unit # 314 SL# 32 Date: August 9th, 2021

Address: 2094 W 43rd Ave, Vancouver BC, Canada V6M 2C8

Sales Representative: Wilson Tsang PREC

Type of ID Document: Driver's License Document ID #: 4735715

Issuing Jurisdiction/Country: British Columbia Expiry Date: July 27, 2023

Full Legal Name: Linyan Xu

Date of Birth: July 27, 1982

Current Address: 32-10311 River Drive, Richmond BC, V6X 0T2

Nature of Principal Occupation/Business: Sales Manager

Relationship between third party and client: Husband

Penalties for Non-Compliance: Penalties are severe and can range up to 5 years in prison and fines to $2 million. The requirements are not to be taken lightly and are effective immediately. Our company does not make up the rules. Our office policy; however, has been for many years not to accept cash deposits in any amount.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

DEPOSIT RECEIPT

☒ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 22 day of July, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 5,000.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Yan Shao
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, Xu Linyan, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

BMO Bank of Montreal · Banque de Montréal

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS

CAMBIE AND MARINE
480 S.W. MARINE DRIVE
VANCOUVER, BC, CANADA V5X 0C4
CTI

868994

DATE 20210722
Y/A M/M D/J

Pay to the order of / Payez à l'ordre de Clark Wilson LLP in Trust $ 5,000 00

CAD 5000 00

/100 Canadian Dollars Canadiens

for Bank of Montreal/pour la Banque de Montréal

Linyan Xu
Name of remitter / Nom de l'expéditeur

10311 River Dr Richmond
Address of remitter / Adresse de l'expéditeur

Signing Officer / Signataire

Signing Officer / Signataire

Prod. 1048815 - Form 651 BL (05/14)

⑆06952⑈001⑆ 3097028689946⑈ 90

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 29 day of July, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 43,295.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Yan Shao
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, XU, LIN YAN, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

BMO Bank of Montreal · Banque de Montréal
67TH AND GRANVILLE
8324 GRANVILLE ST.
VANCOUVER, B.C., CANADA V6P 4Z7
CTI

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS
900651
DATE 2022.7.29
Y/A M/M D/J

Pay to the order of / Payez à l'ordre de Clark Wilson LLP In Trust $ 43,295.00

BANK OF MONTREAL CAD 43295.00 /100 Canadian Dollars Canadiens
for Bank of Montreal/pour la Banque de Montréal

MR. Lingan XU
Name of remitter / Nom de l'expéditeur

Unit 32, River Dr. Richmond
Address of remitter / Adresse de l'expéditeur
10311 V6X0T2

Signing Officer / Signataire

Signing Officer / Signataire

⑆06952⑈001⑆ 27270290065 11⑈ 90

Prod. 1048815 - Form

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 21, 20 21 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 14 day of October, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 48,295.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Yan Shao
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

BMO Bank of Montreal · Banque de Montréal

NO.3 AND CAPSTAN
UNIT 135-3331 NO.3 ROAD
RICHMOND, B.C., CANADA V6X 2B6
CTI

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS

194756

DATE 2021 10 13
Y/A M/M D/J

Pay to the order of / Payez à l'ordre de Clark Wilson LLP In Trust $ 48,295-

BANK OF MONTREAL CAD 4829500
for Bank of Montreal/pour la Banque de Montréal

/100 Canadian Dollars Canadiens

LINYAN XU
Name of remitter / Nom de l'expéditeur

Mark Chang
Signing Officer / Signataire

10311 River Road #32, Richmond V6X 0T2
Address of remitter / Adresse de l'expéditeur

Signing Officer / Signataire

Prod. 1048815 - Form 4651-RL (05/14)

⑆06952⑈001⑆ 0888021947565⑈ 90

Unit # 314
SL32

SHAO, YEN
CHLOE

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 32
Suite: 314

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☑ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And: Yan Shao (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated: July 21, 20 21 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 20 day of June, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 48,295 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned

☑ Bank Draft – Name of Bank Bank of Montreal

Yan Shao
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

BMO Bank of Montreal · Banque de Montréal

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS

PRESIDENT PLAZA
100-3880 NO. 3 ROAD
RICHMOND, B.C., CANADA V6X 2C1
CTI

915845

DATE JUN 21 2022

Pay to the order of / Payez à l'ordre de CLARK WILSON LLP IN TRUST

$ **********CAD48,295.00**

**********CAD48,295.00**

for Bank of Montreal/ pour la Banque de Montréal

LINYAN XU
Purchaser's name / Nom de l'acheteur

10311 RIVER DR UNIT 32
RICHMOND, BC V6X0T2
Purchaser's address / Adresse de l'acheteur

Signing Officer / Signataire

Signing Officer / Signataire

⑆06952⑈001⑆ 3877029158457⑈ 90

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 30 (previously 32)
Suite: ~~306~~ previously 314

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And YAN SHAO (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 21, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 15th day of December 2022

Purchaser(s) is/are paying a Deposit in the amount of $ 48,295 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

YAN SHAO
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

651 BL
(06/20)
PROD. 1048815
$CAN

BMO Bank of Montreal · Banque de Montréal

NO.3 AND CAPSTAN
UNIT 135-3331 NO.3 ROAD
RICHMOND, B.C., CANADA V6X 2B6
CTI

CANADIAN $ DRAFT / TRAITE EN DOLLARS CANADIENS

423651

DATE DEC 14 2022

Pay to the order of / Payez à l'ordre de CLARK WILSON LLP IN TRUST

$ **********CAD48,295.00**

**********CAD48,295.00**

for Bank of Montreal/
pour la Banque de Montréal

LINYAN XU
Purchaser's name / Nom de l'acheteur
10311 RIVER DR UNIT 32
RICHMOND, BC V6X0T2
Purchaser's address / Adresse de l'acheteur

Signing Officer / Signataire

Signing Officer / Signataire

Retain Branch Copy
Conserver le feuillet de la Succursale

:06952:00 1: 08880 24 23651 3: 90

SL30 # 306
CHLOE

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yan Shao **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yan Shao (the "Purchaser") of Suite # 314 / strata lot # 32 in the development known as Chloé hereby acknowledge having received on the 17 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 17, 2021.

(Purchaser) Yan Shao

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yan Shao **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yan Shao (the "Purchaser") of Suite # 314 / strata lot # 32 in the development known as Chloé hereby acknowledge having received on the 11 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 11, 2022.

(Purchaser) Yan Shao

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yan Shao **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yan Shao (the "Purchaser") of Suite # 314 / strata lot # 32 in the development known as Chloé hereby acknowledge having received on the 01 day of November, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: November 01, 2022.

(Purchaser) Yan Shao

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yan Shao **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yan Shao (the "Purchaser") of Strata Lot # 22 / Suite # 306 in the development known as Chloé hereby acknowledge having received on the 07 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot # 32 / Suite # 314 and has now been changed to Strata Lot # 22 / Suite # 306.

Purchaser

Initials

Date: March 07, 2024.

(Purchaser) Yan Shao

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuqin Sun **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YS	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 31 (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 05 day of July, 2021.

Witness	Purchaser's Signature	Yuqin Sun Print Name
Witness	Purchaser's Signature	Print Name

SL No. 31 Suite No. 313

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Yuqin Sun

Occupation: Professor

Address: 1235 W 39th Ave

City: Vancouver

Province: BC **Postal Code:** V6M 1S9

Tel: (778) 985-5388 **Cell:**

Email: sunyuqin58@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Apr 01, 1958

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 31 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 313, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $970,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $43,500.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $48,500.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $48,500.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $48,500.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
YS		

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 05 day of July, 2021.

Witness	*Purchaser*: Yuqin Sun Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 05 day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

YS Purchaser	Purchaser	Vendor

YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

YS Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

YS Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

YS Purchaser	Purchaser	Vendor YU

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

INITIALS

Purchaser	Purchaser	Vendor
YS		

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
YS		

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
YS		

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
YS		

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 05, 2021 with respect to the purchase and sale of Strata Lot # 31 (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) ~~The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or~~

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
YS	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 05 day of July, 20 21.

Witness	Purchaser's Signature	Yuqin Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 05 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 05, 2021 with respect to the purchase and sale of Strata Lot # 31 (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 05, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 05 day of July, 20 21.

Witness	Purchaser's Signature	Yuqin Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 05 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

KERRISDALE

PLAN A2

1 Bedroom + Den

Interior:	622 sf
Exterior:	75-484 sf
Total:	697-1,106 sf

0 1 2 3 4 5 10 FT

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 05, 2021 with respect to the purchase and sale of Strata Lot # 31 (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 05, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $100,000.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 05 day of July, 20 21.

Witness	Purchaser's Signature	Yuqin Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 05 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL: 31
Suite: 313

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 05, 2021 with respect to the purchase and sale of Strata Lot # 31 (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 05, 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to credit back $7,000 to the purchaser on completion date.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of July, 20 21.

Witness	Purchaser's Signature	Yuqin Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

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

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

As a non-client

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

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

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 06, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

Yuqin Sun
Name (optional)

YS
Initials (optional)

July 05, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

Not a Client? Know the Risks

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 06, 2021
Date

313 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Yuqin Sun
Name (optional)

YS
Initials (optional)

July 05, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

(Initials)

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

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

ACKNOWLEDGEMENT

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

Yuqin Sun
PRINT NAME

孙玉琴
SIGNATURE

July 05, 2021
DATE

PRINT NAME

SIGNATURE

DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

313 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: July 15, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: $43,500.00 **Currency of Funds Received:** CAD

Date of receipt of funds: July 12, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): First Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** . . . . . .

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: . . . . . .

Account 1: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 2: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 3: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 4: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 5: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: . . . . . .
. . . . . .

Date on which above measures taken . . . . . .

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: . . . . . .
. . . . . .

REALTOR®

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Receipt of Funds Record

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(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

313 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: July 05, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: $5,000.00 **Currency of Funds Received:** CAD

Date of receipt of funds: July 05, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☐ **Bank Draft** ☐ **e-transfer**

☒ **Other, explain:** Credit Card

Purpose of funds (e.g., deposit for purchase): Deposit for purchase

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** . . . . . .

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: . . . . . .

Account 1: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 2: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 3: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 4: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 5: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

NOTE:

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REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: . . . . . .
. . . . . .

Date on which above measures taken . . . . . .

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: . . . . . .
. . . . . .

REALTOR®

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Receipt of Funds Record

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(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

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A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

313 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: October 05, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: $48,500.00 **Currency of Funds Received:** CAD

Date of receipt of funds: October 5, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): Second Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** . . . . . .

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: . . . . . .

Account 1: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 2: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 3: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 4: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

Account 5: Number of account: . . . . . Name of account holder: . . . . . .
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: . . . . . .

NOTE:

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MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: . . . . . .
. . . . . .

Date on which above measures taken . . . . . .

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: . . . . . .
. . . . . .

REALTOR®

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Government of Canada
Gouvernement du Canada
PERMANENT RESIDENT CARD
CARTE DE RÉSIDENT PERMANENT
Name/Nom
SUN
YUQIN
ID No/N° ID
5642-3566
Sex/Sexe
F
Nationality/Nationalité
CHN
Date of Birth/Date de naissance
01 APR /AVR 58
Expiry/Expiration
21 SEP /SEPT 22
Canada

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 313 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date Information Verified/Credit File Consulted: Jul 05, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Yuqin Sun
2. Address: 1235 W 39th Ave Vancouver BC V6M 1S9
3. Date of Birth: April 1, 1958
4. Nature of Principal Business or Occupation: Professor

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 5642-3566
3. Issuing Jurisdiction: Canada **Country:** Canada
(Insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: September 21, 2022
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☐ Canadian Citizen or Resident Physically Present

☒ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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The REALTOR® trademark is controlled by CREA. © 2014-2021.

Receipt from Avesdo

Receipt #1776-9459

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	July 5, 2021	VISA - 9937

SUMMARY

Reservation charge created for Suite. 313 SL. 31 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 5, 2021 with respect to the purchase and sale of Strata Lot # 31 (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 12 day of July, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank CIBC

Yu Qin Sun
Purchaser(s) – Print Name

孙玉琴
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

CIBC **Bank Draft / Traite de Banque** 3566 4453 4 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

Date 2021-07-12 Y/A M/M D/J

YU QIN SUN
Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$*******43,500.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: **********FORTY THREE THOUSAND FIVE HUNDRED

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: **Canadian Imperial Bank of Commerce**
Toronto
Canada

129-2020/04

⑈3566445341⑈ ⑆09502⑈010⑆ 06000⑈27433451⑈

here
ner ici

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 31
Suite: 313

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 5, 2021 with respect to the purchase and sale of Strata Lot # _____ (the "**Strata Lot**") (Suite # 313) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 5 day of October, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 48,500.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Yuqin Sun
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

CIBC **Bank Draft / Traite de Banque** 3604 6043 0 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

2021-10-05
Date Y/A M/M D/J

YU QIN SUN
Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$*******48,500.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP, IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: **********FORTY EIGHT THOUSAND FIVE HUNDRED

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

129-2020/04

⑈3604 6043 0⑈ ⑆09502⑈010⑆ 06000⑈ 27 43345⑈

CHLOE
Deposit Receipt

SL: 31
Suite: 717

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yuqin Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 5, 2021 with respect to the purchase and sale of Strata Lot # 31 (the "**Strata Lot**") (Suite # 213) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 5th day of July, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 48500 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

CIBC **Bank Draft / Traite de Banque** 3721 9438 1 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

2022-07-05
Date Y/A M/M D/J

YU QIN SUN
Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$*******48,500.00

Pay to the order of / Payez à l'ordre de CLARK WILSON LLP, IN TRUST**********

Canadian Dollars Dollars Canadiens CAD

The sum of / La somme de **********FORTY EIGHT THOUSAND FIVE HUNDRED

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

129-2020/04

⑈3721943814⑈ ⑆09502⑆010⑆ 06000⑈274334 5⑈

CHLOE
Deposit Receipt

SL: 29 (previously 31)
Suite: 307 (previously 313)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And YUQIN SUN (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated JULY 5, 20 21 with respect to the purchase and sale of Strata Lot # 29 (the **"Strata Lot"**) (Suite # 307) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 11TH day of APRIL, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 48,500.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

YUQIN SUN
Purchaser(s) – Print Name

_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuqin Sun **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YS	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yuqin Sun (the "Purchaser") of Suite # 313 / strata lot # 31 in the development known as Chloé hereby acknowledge having received on the 02 day of July, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: July 02, 2022.

孙玉琴

(Purchaser) Yuqin Sun

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuqin Sun **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YS	

Initials

Disclaimer

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CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yuqin Sun (the "Purchaser") of Suite # 313 / strata lot # 31 in the development known as Chloé hereby acknowledge having received on the 02 day of July, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: July 02, 2022.

孙玉琴

(Purchaser) Yuqin Sun

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuqin Sun **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yuqin Sun (the "Purchaser") of Suite # 313 / strata lot # 31 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: _____, 202___.

(Purchaser) Yuqin Sun

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yuqin Sun **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yuqin Sun (the "Purchaser") of Strata Lot #23 / Suite #307 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #31 / Suite #313 and has now been changed to Strata Lot #23 / Suite #307.

Purchaser

Initials

Date: _____, 202___.

(Purchaser) Yuqin Sun

(Purchaser)

CHLOE

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made effective the 5th day of April, 2024.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: YUQIN SUN
Occupation: PROFESSOR
Country of Residence: CANADA
ID # (Driver's license, Passport): 56423566 (PR Card)
Address: 1235 39TH AVE W
City: VANCOUVER
Province: BC **Postal Code:** V6M 1S9
Tel: 7789855388 **Bus:**
Fax:
Email: sunyuqin58@gmail.com
(the "**Assignor**")

Full Name: 1138555 BC LTD.
Occupation:
Country of Residence: CANADA
ID # (Driver's license, Passport):
Address: 1235 39TH AVE W
City: VANCOUVER
Province: BC **Postal Code:** V6M 1S9
Tel: 7789855388 **Bus:**
Fax:
Email: rickren777@gmail.com
(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on July 5th, 2021 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 23 (Formerly 31) (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $194,000.00 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee all of its right, title, and interest in and to the Purchase Agreement as well as all of its right, title and interest in and to the Deposit, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 14 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under paragraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd, Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee all of its right, title, benefit and interest in and to the Purchase Agreement and all of its right, title, benefit and interest in the Strata Lot, together with the Deposit previously paid by the Assignor to the Vendor's Solicitors.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to:

(a) strictly perform and observe all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as the purchaser under the Purchase Agreement; and

(b) indemnify and save the Assignor harmless from any and all liabilities of every nature and kind with respect to any breach or non-observance of the covenants, conditions, and obligations contained in the Purchase Agreement by the Assignee.

4. ASSIGNMENT FEE

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $____500.00____ plus GST and any other applicable value-added or sales tax, on such amount (the "**Assignment Fee**").

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 14 herein, including, without limitation, receipt of the Assignment Fee and any statutory declaration requested by the Vendor in accordance with this Assignment, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate;

(i) upon completion of the assignment contemplated herein, the Assignor will have no interest, including without limitation, any beneficial interest, in the Purchase Agreement or Strata Lot; and

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be bound by and liable for the purchaser's obligations under the Purchase Agreement in the event the Assignee fails to comply with any of the obligations of the purchaser under the Purchase Agreement, including, without limitation, the obligation to complete the purchase of the Strata Lot in accordance with the terms of the Purchase Agreement.

8. ASSIGNEE'S ACKNOWLEDGEMENT

The Assignee acknowledges and agrees that, in accordance with the Prohibition Act, the Assignee is not entitled to enter into this Agreement if the Assignee does not meet one of the requirements set out in paragraph 6(j). Paragraph 6(j) is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date (as defined in the Purchase Agreement), the Assignee does not meet or no longer meets the requirements set out in paragraph 6(j), the Assignee must notify the Vendor immediately, and the Assignee acknowledges that such noncompliance shall be deemed to be a fundamental breach of both this Agreement and

the Purchase Agreement by the Assignee and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate the Purchase Agreement upon providing written notice of same to the Assignee.

The Assignee will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "**Statutory Declaration**"), certifying that the representations set out in paragraph 6(j) of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the Prohibition Act.

9. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting the citizenship and place of residency of the Assignor and the Assignee;

(iii) respecting contact and business information of the Assignor and the Assignee;

(iv) respecting the terms of this Assignment and any Additional Agreements; and

(v) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor from time to time, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 9 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required

by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

10. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor has entered into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from AVIVA Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA. In addition, as a result of the Vendor having entered into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and Assignee acknowledge and agree that upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (the "**Agent**"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer be amended so that (i) the Assignor is removed, and (ii) the Assignee is named, in each case as the Deposit Protection Contract relates to the Deposit;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Agent or the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph 10 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

11. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 12.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

12. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for

any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

13. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that the Assignor will have no interest, including without limitation, any beneficial interest, in the Strata Lot and/or Purchase Agreement if the assignment contemplated herein occurs.

14. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with this Assignment; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

15. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

  (i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

  (ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

16. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

17. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

18. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

19. TIME

Time will be of the essence of this Assignment.

20. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by email, facsimile transmission or other form of electronic communication capable of producing a printed copy.

21. ELECTRONIC EXECUTION

This Assignment may be executed by means of electronic signatures in accordance with the *Electronic Transactions Act* (British Columbia).

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment all as of the day and year first above written.

Witness: _____
Liang Chen

_____
ASSIGNOR Yu Qin Sun

Witness: _____

_____
ASSIGNOR

Witness: _____
Zhong Ren

_____
ASSIGNEE Xin Li

Witness: _____

_____
ASSIGNEE

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

[a copy of the Purchase Agreement attached]

SCHEDULE "B"

[a copy(ies) of any Additional Agreements attached]

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	**Assignee (Individual/Corporate contact/ Trustee /Partner*)**
Legal Name: YUQIN SUN	Legal Name:
Date of Birth: April 1st, 1958	Date of Birth:
**SIN/ ITN/ TN: 553 125 717	**SIN/ ITN/ TN:
Citizenship (Nationality): CHINA (PERMANENT RESIDENT OF CANDA)	Citizenship (Nationality):
Principal Residence Address: 1235 39TH W	Principal Residence Address:
City: VANCOUVER Province: BC	City: Province:
Postal Code: V6M 1S9 Country: CANADA	Postal Code: Country:
Phone Number: 7789855388	Phone Number:
Email Address: sunyuqin58@gmail.com	Email Address:
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name:	Name: 1138555 BC LTD.
***Account Number :	***Account Number: 788050912
Residence under *Income Tax Act* (Canada):	Residence under *Income Tax Act* (Canada): CANADA
Head Office Address:	Head Office Address: 1235 W 39th AVE
City: Province:	City: VANCOUVER Province: BC
Postal Code: Country:	Postal Code: V6M 1S9 Country: CANADA
Phone Number:	Phone Number: 7789855388
Email Address:	Email Address: rickren777@gmail.com

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

SCHEDULE "D"
Prohibition On The Purchase Of Residential Property By Non-Canadians Act

[see attached]

CANADA PROVINCE OF BRITISH COLUMBIA	)	**IN THE MATTER OF** the proposed assignment (the "**Proposed Assignment**") to 1138555 BC LTD. (the "**Assignee**") of all or a portion of the interest in and to the offer to purchase and agreement of purchase and sale (the "**Purchase Agreement**") made as of the 5th day of July, 2021, between **1076255 B.C. Ltd. and Lightstone Development Ltd.**, as vendor, and YUQIN SUN, as purchaser, as such agreement may have been amended, in respect of proposed strata lot no. 23 (Formerly 31) (the "**Strata Lot**"), which is currently assigned suite no. 307 (Formerly 313), in the development known as "Chloe" to be constructed on lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia and presently legally described as: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

TO WIT:

I, YUQIN SUN, of the City of Vancouver, in the Province of British Columbia, do solemnly declare that:

1. I am the purchaser or one of the purchasers under the Purchase Agreement and the proposed assignor or one of the proposed assignors under the Proposed Assignment and as such have knowledge of the matters hereinafter declared.

2. I have agreed to assign and am assigning to the Assignee:

   ☑ all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have no right, title, benefit or interest, whether legal or beneficial, in the Purchase Agreement or the Strata Lot; or

   ☐ _____ [*percentage of interest assigned*] of all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have the percentage that is 100% less the above noted percentage of all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot.

3. The assignment contemplated within the Proposed Assignment is not an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) and is being undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a "tax benefit" as that term is defined within such Act. The only purpose(s) for the Proposed Assignment are those listed below: Assign the unit to family member

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of Vancouver, in the Province of British Columbia, this 29 day of April, 2024	)	孙玉琴
A Notary Public in and for the Province of British Columbia A Commissioner for taking Affidavits for British Columbia	)	YUQIN SUN

witnessed via video

Gary K. Lo
Lawyer & Notary Public
5728 East Boulevard
Vancouver, BC V6M 4M4
T. 604.261.3771

CW18231080.1

CANADA)
)
PROVINCE OF)
)
BRITISH COLUMBIA)

IN THE MATTER OF the proposed assignment (the "**Proposed Assignment**") to 1138555 BC LTD. (the "**Assignee**") of all or a portion of the interest in and to the offer to purchase and agreement of purchase and sale (the "**Purchase Agreement**") made as of the 5th day of July 2021, between **1076255 B.C. Ltd. and Lightstone Development Ltd.**, as vendor, and YUQIN SUN, as purchaser, as such agreement may have been amended, in respect of proposed strata lot no. 23 (formerly 31) (the "**Strata Lot**"), which is currently assigned suite no. 307 (formerly 313), in the development known as "**CHLOÉ**" to be constructed on lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia and presently legally described as: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

TO WIT:

I, Zhong Ren, of the City of Vancouver, in the Province of British Columbia, do solemnly declare that:

1. I am an authorized signatory of 1138555 BC LTD. (the "**Company**"), the Assignee or one of the assignees under the Proposed Assignment and as such have knowledge of the matters hereinafter declared.

2. The assignor(s) under the Proposed Assignment (the "**Assignor**") has agreed to assign to the Company along with any other assignee under the Proposed Assignment, if applicable:

   ☑ all of the Assignor's beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I, along with any other assignee under the Proposed Assignment, if applicable, will have all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot; or

   ☐ _____ [*percentage of interest assigned*] of all of the Assignor's beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I, along with any other assignee under the Proposed Assignment, if applicable, will have _____ [*percentage of interest of Assignee(s) in Purchase Agreement and Strata Lot after Proposed Assignment*] of all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot.

3. The assignment contemplated within the Proposed Assignment is not an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) and is being undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a "tax benefit" as that term is defined within such Act. The only purpose(s) for the Proposed Assignment are those listed below: Assign the unit to family member

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the City of Vancouver in the Province of British Columbia, this 7 day of May, 2024.

A Lawyer / Notary Public in and for the Province of B.C. / A Commissioner ~~for taking affidavits within~~ B.C.

Gary K. Lo
Lawyer & Notary Public
5728 East Boulevard
Vancouver, BC V6M 4M4
T. 604.261.3771

Zhong Ren

CW25178330.1

Real Estate Development Marketing Act of British Columbia

DISCLOSURE STATEMENT

of

CHLOÉ

KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1138555 BC LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

XL	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 23
Suite: 307

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 23 (the "**Strata Lot**") (Suite # 307) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 28 day of April, 2024.

Witness Zhang Ren	Purchaser's Signature Xin Li	1138555 BC LTD. Per LI, XIN Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KENSDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1138555 BC LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

XL	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KÉRRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1138555 BC LTD. (the "Purchaser") of Suite #307 / strata lot #23 in the development known as Chloé hereby acknowledge having received on the 2nd day of April, 2024, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: April 28, 2024.

(Purchaser)
Xin Li

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1138555 BC LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

XL	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1138555 BC LTD. (the "Purchaser") of Suite # 307 / strata lot # 23 in the development known as Chloé hereby acknowledge having received on the 2nd day of April, 2024, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: April 24, 2024.

(Purchaser)
Xin Li

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1138555 BC LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

X, L	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1138555 BC LTD. (the "Purchaser") of Suite #307 / strata lot #23 in the development known as Chloé hereby acknowledge having received on the 2nd day of April, 2024, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: April 28, 2024.

(Purchaser) Xin Li

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1138555 BC LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

XL	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1138555 BC LTD. (the "Purchaser") of Strata Lot #23 / Suite #307 in the development known as Chloé hereby acknowledge having received on the 2nd day of April, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #31 / Suite #313 and has now been changed to Strata Lot #23 / Suite #307.

Purchaser	
X.L	
Initials	

Date: April 28, 2024.

(Purchaser) Xin Li

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yin Fong Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YFT	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 14 day of July, 2021.

Witness	Purchaser's Signature	Yin Fong Tong Print Name
Witness	Purchaser's Signature	Print Name

SL No. 30 Suite No. 312

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Yin Fong Tong

Occupation: Beautician

Address: 10100 Williams Rd

City: Richmond

Province: BC **Postal Code:** V7A 1H4

Tel: (604) 868-5983 **Cell:**

Email: hazylottecn@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: May 02, 1963

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 30 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 312, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,500,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $120,000.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $125,000.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $125,000.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $125,000.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
		YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 14 day of July, 2021.

Witness

Purchaser: Yin Fong Tong Seal

Witness

Purchaser: Seal

This Offer to Purchase is accepted by the Vendor this 14 day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser	Purchaser	Vendor
		YU

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

INITIALS

Purchaser	Purchaser	Vendor
		YU

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
		YU

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Remax Westcoast (the "**Selling Brokerage**") and Wilson Chiu PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	Yin Fong Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 14, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	Yin Fong Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

KERRISDALE

PLAN D1

3 Bedroom + Den

Interior: 1,221 sf
Exterior: 65-775 sf
Total: 1,286-1,996 sf

NORTH

WF *CABINET CAN BE UPGRADED TO UNDER COUNTER WINE FRIDGE.

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

0 1 2 3 4 5 10 FT

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

CLOSET UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 14, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) in the second / third bedroom (the "**Upgrades**") and selects the following closet option **(check <u>one</u> of the following)**:

- [X] **Small Closet (Approximately 5')**
- [ ] **Medium Closet (Approximately 9')**
- [ ] **Large Closet (Approximately 12')**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Closet Upgrade Addendum

SL: 30
Suite: 312

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	Yin Fong Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 14, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

1. Vendor and Purchaser agree that the vendor will install low voltage wiring outlets on the interior window opening for all exterior windows. The low voltage wiring will be used to power powered roller blinds. Power roller blinds will be at the expense of the purchaser.

2. Vendor and Purchaser agree that the purchaser will receive parking stalls. Where applicable, the Vendor will provide side by side stalls. In the event that side-by-side stalls are not available, the Vendor will provide stalls in the same location, adjacent to each other or facing each other.
The Vendor will do their best effort to assign the two parking stalls near by the elevator.

3. Vendor and purchaser agree that the two parking stalls received will be EV enabled.

YU

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 2021.

Witness	Purchaser's Signature	Yin Fong Tong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

AGENT COMMISSION FORM

Date: July 14, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 30 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

WC 余 YU

3% of the Net Purchase Price plus $20,000.00 bonus
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 30 Suite No. 312 within the Development.

INITIALS

Agent	Vendor
WC	余

YU

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

Net Purchase Price: 2,500,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Wilson Chiu PREC

Managing Brokerage: Remax Westcoast

Address: 6086 Russ Baker Way, Richmond, BC, V7B 1B4

Phone: (778) 389-9993 Fax: _____ Email: wilsonchiu@remax.net

Signed:

_____
Witness

Wilson Chiu PREC
Purchaser's Agent Name

Purchaser's Agent Signature

_____
Witness

Richard Laurendeau
Managing Broker's Name

per RL: Leah Manacap
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor
WC	

YU

DRIVER'S LICENCE
British Columbia CAN
TONG,
YIN FONG
DL:5404587
DOB: 1963-May-02
Issued: 2017-Aug-14
Expires: 2022-May-02
Restrictions/
Endorsements:
Class: 5
Wt: 55.0 kg Ht: 157 cm
Sex: F Eyes: BRN Hair: BLK
10100 WILLIAMS RD
RICHMOND BC V7A 1H4
BRITISH
COLUMBIA
CANADA
1963

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 312 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Chiu PREC. / Remax Westcoast
Date Information Verified/Credit File Consulted: Jul 14, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Yin Fong Tong
2. Address:
10100 Williams Rd Richmond BC V7A 1H4
3. Date of Birth: May 2, 1963
4. Nature of Principal Business or Occupation: Beautician

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 5404587
3. Issuing Jurisdiction: BC **Country:** Canada
(Insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: May 2, 2022
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 21 day of July, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 120,000.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Yin Fong Tong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

CIBC

Bank Draft / Traite de Banque

3570 3182 2

27-43345

YIN FONG TONG

03300 STEVESTON & NO.5 RD BANKING CENTRE
RICHMOND, BC

2021-07-20
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No. / N° d'identification

Banking Centre / Centre bancaire

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

$******120,000.00

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: **********ONE HUNDRED TWENTY THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: **Canadian Imperial Bank of Commerce**
Toronto
Canada

129-2020/04

⑈3570318 22⑈ ⑆09502⑈010⑆ 03300⑈ 27433 45⑈

Receipt from Avesdo

Receipt #1270-9916

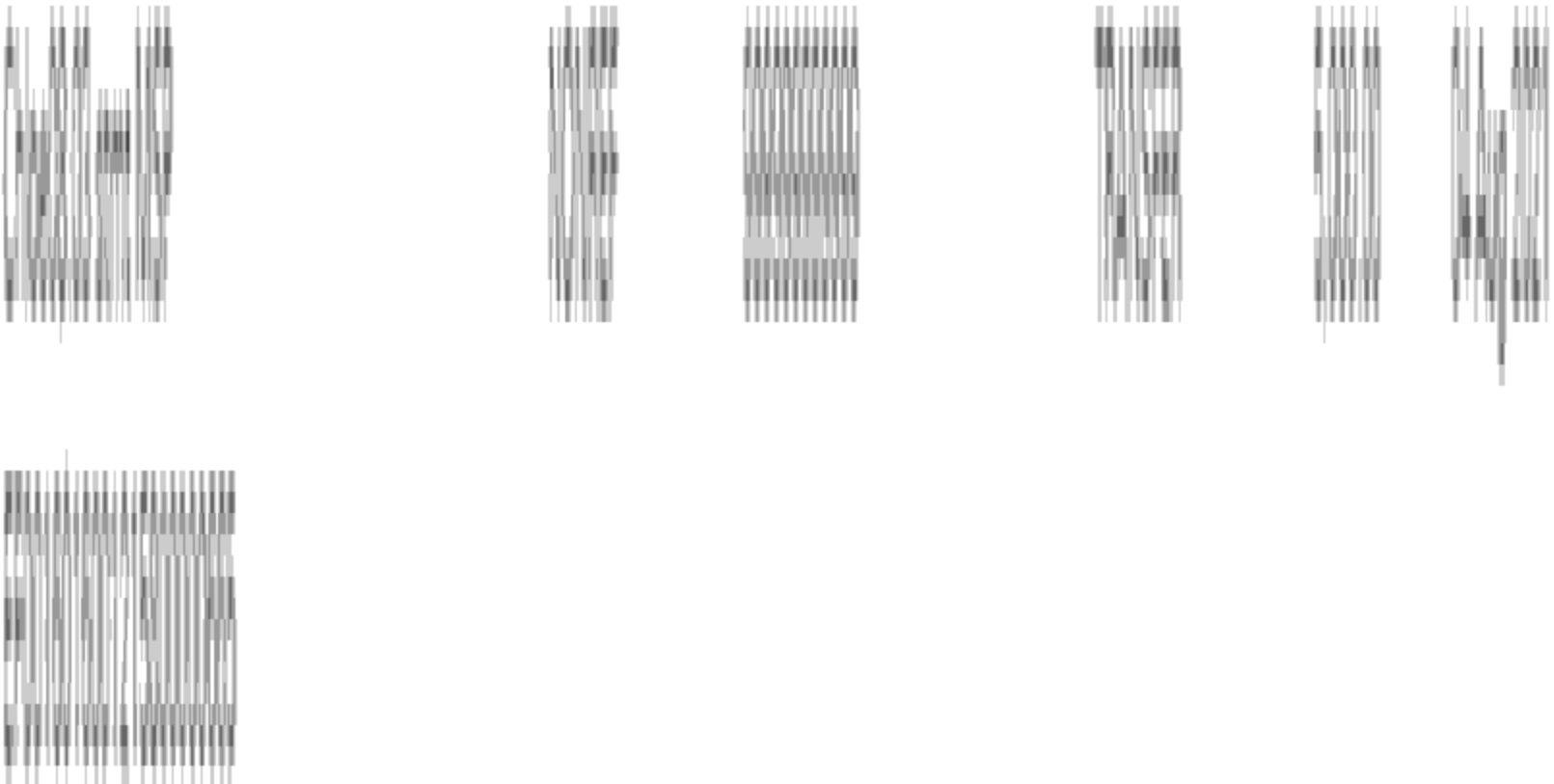
AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	July 11, 2021	- 7149

SUMMARY

*Transferred from 408 to 312

Reservation charge created for Suite. 408 SL. 45 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.



CHLOE
Deposit Receipt

SL: 30
Suite: 312

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 14 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 7 day of October, 2021

Purchaser(s) is/are paying a Deposit in the amount of $ 125,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Yin Fong Tong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

CIBC **Bank Draft / Traite de Banque** 3605 2900 2 27-43345

03300 STEVESTON & NO.5 RD BANKING CENTRE
RICHMOND, BC

2021-10-06
Date Y/A M/M D/J

YIN FONG F TONG
Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$******125,000.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars Dollars Canadiens CAD

The sum of / La somme de: **********ONE HUNDRED TWENTY FIVE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

129-2020/04

⑈3605290021⑈ ⑆09502⑈010⑆ 03300⑈2743345⑈

here
ier ici

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 30
Suite: 312

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yin Fong Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 30 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 20 day of June, 2022

Purchaser(s) is/are paying a Deposit in the amount of $ 125,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Yin Fong Tong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

CIBC

Bank Draft / Traite de Banque 3714 7727 4 27-43345

03300 STEVESTON & NO.5 RD BANKING CENTRE
RICHMOND, BC

2022-06-20

TONG YIN FONG

Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No.
N° d'identification

Banking Centre
Centre bancaire

$******125,000.00

Pay to the order of
Payez à l'ordre de CLARK WILSON LLP IN TRUST**********

Canadian Dollars
Dollars Canadiens CAD

The sum of
La somme de **********ONE HUNDRED TWENTY FIVE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

129-2020/04

To
Tiré: **Canadian Imperial Bank of Commerce**
Toronto
Canada

⑈3714772 74⑈ ⑆09502⑉010⑆ 03300⑉2743345⑈

CHLOE
Deposit Receipt

SL: 28 (previously 30)
Suite: 308 (previously 312)

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And YIN FONG Tong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 28 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 15th day of December, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 125,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, WILSON CHIU, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

CIBC

YIN FONG TONG

Bank Draft / Traite de Banque 3791 1567 8 27-43345

03300

STEVESTON & NO.5 RD BANKING CENTRE
RICHMOND, BC

2022-12-14
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$******125,000.00

Pay to the order of
Payez à l'ordre de CLARK WILSON LLP IN TRUST**********

Canadian Dollars Dollars Canadiens CAD

The sum of La somme de **********ONE HUNDRED TWENTY FIVE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

120-2022/10

⑈3791156 78⑈ ⑆09502⑆010⑆ 03300⑆ 2743345⑈

here
ici

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yin Fong Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yin Fong Tong (the "Purchaser") of Suite # 312 / strata lot # 30 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: _____, 202___.

(Purchaser) Yin Fong Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yin Fong Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yin Fong Tong (the "Purchaser") of Suite # 312 / strata lot # 30 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: _____, 202___.

(Purchaser) Yin Fong Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service: Business Address:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5** 101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yin Fong Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yin Fong Tong (the "Purchaser") of Suite # 312 / strata lot # 30 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: _____, 202___.

(Purchaser) Yin Fong Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yin Fong Tong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YFT	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yin Fong Tong (the "Purchaser") of Strata Lot #24 / Suite #308 in the development known as Chloé hereby acknowledge having received on the 12 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #30 / Suite #312 and has now been changed to Strata Lot #24 / Suite #308.

Purchaser

Initials

Date: March 12, 2024.

(Purchaser) Yin Fong Tong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Thomas Kwan Ho Lau **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 08 day of November, 2021.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Print Name
Witness	Purchaser's Signature	Print Name

SL No. 26 Suite No. 308

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Thomas Kwan Ho Lau

Occupation: Company Director

Address: 13B 1/F Wong Keng Tei , Sai Kung, New Territories

City: Hong Kong

Province: _____ **Postal Code:** _____

Tel: 8 (526) 235-6456 **Cell:** _____

Email: thomas.lau@innomet-asia.com

Country of Residency: ~~Canada~~ ☒ **Other:** ~~Canada~~ Hong Kong

Date of Birth: Jan 20, 1957

Full Name: _____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 26 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 308, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,576,900.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $73,845.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $78,845.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $78,845.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $78,845.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a ~~resident~~ [X] or **non-resident** [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 08 day of November, 2021.

Witness	*Purchaser*: Thomas Kwan Ho Lau Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 09 day of November, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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Purchaser	Purchaser	Vendor
		YU

expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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Purchaser	Purchaser	Vendor

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor
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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor
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CHLOÉ
KERRISDALE

SL: 26
Suite: 308

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 06, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Lehomes Realty (the "**Selling Brokerage**") and Walter Cheung (the "**Purchaser's Agent**"); or

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PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

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PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 08 day of November, 20 21.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

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Suite: 308

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 06, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 06, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 08 day of November, 20 21.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 06, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 06, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 08 day of November, 20 21.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 06, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 06, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s)**:**

- ✖ **Gaggenau 24" 1/2 Height Wine Fridge**
- ☐ **Gaggenau 24" Full Height Wine Storage**
- X **Gaggenau 30" Combi Steam Oven**
- ☐ **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 08 day of November, 20 21.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

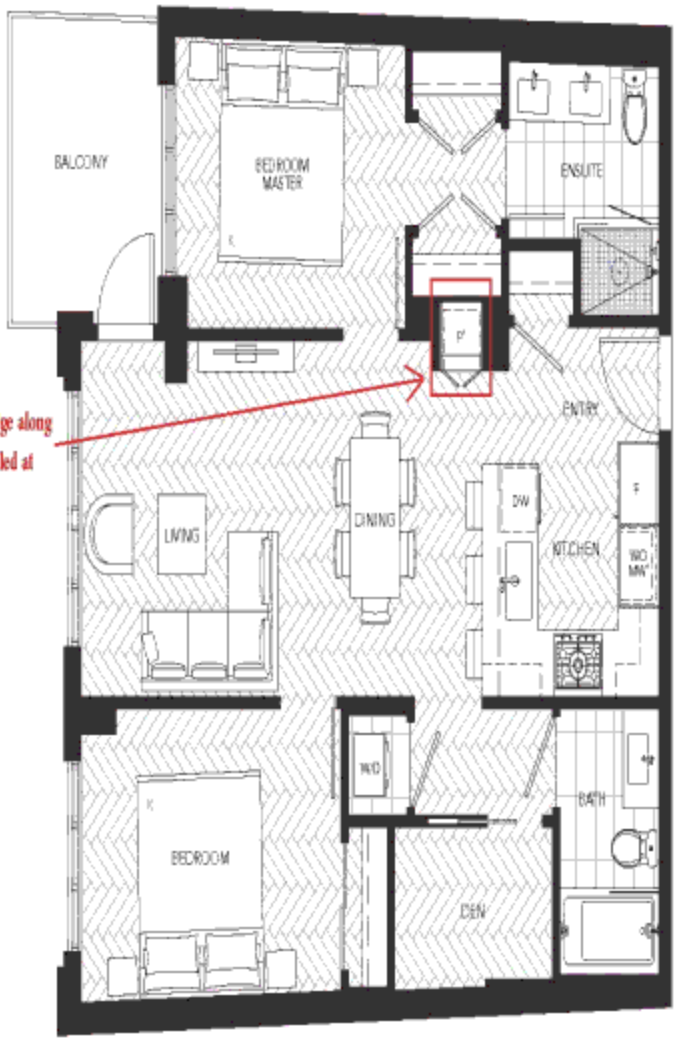
LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

BALCONY
MASTER BEDROOM
ENSUITE
*Note: Please confirm with the Developer that the wine fridge along with the cabinet and wine glass rack will be installed at this location.
ENTRY
DW
KITCHEN
MW WD
LIVING
DINING
W/D
BATH
BEDROOM
DEN

CHLOÉ

KERRISDALE



*Note. The Developer confirms that the wine fridge along with the cabinet and wine glass rack will be installed at this location.

NORTH

CHLOE
Additional Parking Stall Waitlist
Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

ADDITIONAL PARKING STALL WAITLIST ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 6, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby agree as follows:

The Vendor will compile the additional parking stall waitlist on a first come-first served basis with priority based on when the request is received, and both the Vendor and Purchaser agree the cost of the additional parking stall will be $60,000.00 (plus applicable taxes) should it become available.

Should the Purchaser proceed in the purchase of the additional parking stall, the cost (plus applicable taxes) shall be reflected as a debit item on the Purchaser's Statement of Adjustments upon completion.

The Purchaser understands that this is a request only and the Vendor does not represent that all requests can be satisfied. The Purchaser acknowledges that the Purchaser remains obligated to fulfil its obligations under the Agreement even if this request is not satisfied.

This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Parking Stall Waitlist
Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

DATED this 08 day of November, 2021.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

SL: 26
Suite: 308

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 06, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 06, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

~~$10,000.00~~ $5,000.00

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $~~10,000.00~~ ~~$0.00~~ (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 08 day of November, 20 21.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

RIGHT TO ASSIGN ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 6, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Unit # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 6, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser (the "**Assignor**") shall have the right to assign the Agreement in whole or in part to

Mariann Pak Chi Lau (the "**Assignee**") by entering into the Vendor's standard form of assignment and consent agreement(s) with the Assignee and the Vendor provided that the Assignor and Assignee execute and deliver any and all documents and information required pursuant to Section 11 of the Agreement and as may be otherwise required by the Vendor in accordance with applicable laws.

The Purchaser acknowledges and agrees that upon any such assignment of the Agreement, the Purchaser will not be relieved of the Purchaser's obligations under the Agreement but will continue to remain liable for all of the Purchaser's obligations under the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Right to Assign Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 08 day of November, 2021.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 6, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 7, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and Purchaser hereby agree to the following items at no additional cost:

1. Install a 120V electrical outlet next to the toilet in the master ensuite and the second bathroom (to install bidet)
2. Install roller blinds on all windows.
3. Provide 2 (TWO) sets of keys, fobs, and/or remotes to the Purchaser.
4. Install Gaggenau 24" ½ Height Wine Fridge and built-in cabinets underneath.
5. Install the Gaggenau 30" Combi Steam Oven

The Vendor and Purchaser hereby agree that:

1. If the additional parking stall becomes available, the Vendor will do their best effort to assign the two parking stalls close to the elevator, side by side with no columns in between, and will have EV charging in both stalls.
2. If the Purchaser assigns this Purchase agreement, the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, or grandchild.

The Vendor and Purchaser hereby acknowledge that the Purchaser is a Canadian citizen and a non-resident.

The Vendor and Purchaser hereby agree that the locker that will be assigned on the Additional Storage Locker Addendum will be a ~~full size locker~~ ~~standard size (4 feet by 6 feet) locker~~ ~~full size (40sqft) locker~~. full size locker (4 feet by 6 feet).

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 08 day of November, 2021.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of November, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated November 6, 2021 with respect to the purchase and sale of Strata Lot # 26 (the "**Strata Lot**") (Suite # 308) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on November 6, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and Purchaser hereby agree to install the Gaggenau 24" ½ Height Wine Fridge in the pantry area along with the cabinets, wine glass rack, and finishing as same as the one in the display suite.
See attached photograph, Schedule "A", in the contract for reference.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 6 day of December, 20 21.

Witness	Purchaser's Signature	Thomas Kwan Ho Lau Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of _____, 20 _____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Schedule "A"

Schedule "A"

Schedule "A"

Schedule "A"

CHLOE
Agent Commission Form

SL: 26
Suite: 308

AGENT COMMISSION FORM

Date: November 06, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 26 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price plus $20,000.00 bonus
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 26 Suite No. 308 within the Development.

INITIALS

Agent	Vendor

CHLOE
Agent Commission Form

SL: 26
Suite: 308

$1,571,900.00

Net Purchase Price: ~~1,566,900.00~~

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Walter Cheung

Managing Brokerage: Lehomes Realty

Address: 6205 West Blvd, Vancouver, BC, V6M 3X4

Phone: (604) 803-2266 Fax: _____ Email: cheungwalter@hotmail.com

Signed:

Witness

Walter Cheung
Purchaser's Agent Name

Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

ENDORSEMENTS AND LIMITATIONS
This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.

SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.

VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT).

Signature of bearer - Signature du titulaire

EDI159411

GK545911

PASSPORT
PASSEPORT

CANADA

Type/Type
P

Issuing Country/Pays émetteur
CAN

Passport No./N° de passeport
GK545911

Surname/Nom
LAU

Given names/Prénoms
MARIANN PAK CHI

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
02 JUNE/JUIN 83

Sex/Sexe
F

Place of birth/Lieu de naissance
HONG KONG

Date of issue/Date de délivrance
06 MAR /MARS 15

Date of expiry/Date d'expiration
06 MAR /MARS 25

Issuing Authority/Autorité de délivrance
NORTH YORK

EDI159411

P<CANLAU<<MARIANN<PAK<CHI<<<<<<<<<<<<<<<<<<<<

GK545911<9CAN8306029F2503066<<<<<<<<<<<<<<02

ENDORSEMENTS AND LIMITATIONS
This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.
SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.
VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

EIH134775

AB982285<8

PASSPORT
PASSEPORT

CANADA

Type/Type
P
Issuing Country/Pays émetteur
CAN
Passport No./N° de passeport
AB982285

Surname/Nom
LAU
Given names/Prénoms
THOMAS KWAN HO
Nationality/Nationalité
CANADIAN/CANADIENNE
Date of birth/Date de naissance
20 JAN /JAN 57
Sex/Sexe
M
Place of birth/Lieu de naissance
HONG KONG
Date of issue/Date de délivrance
26 SEPT/SEPT 17
Date of expiry/Date d'expiration
26 SEPT/SEPT 27
Issuing Authority/Autorité de délivrance
SCARBOROUGH

EIM134775

P<CANLAU<<THOMAS<KWAN<HO<<<<<<<<<<<<<<<<<<<<<<<<

AB982285<7CAN5701209M2709260<<<<<<<<<<<<<<02

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 308 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Walter Cheung / Lehomes Realty
Date Information Verified/Credit File Consulted: Nov 06, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Thomas Kwan Ho Lau
2. Address: 13B 1/F Wong Keng Tei , Sai Kung, New Territories Hong Kong
3. Date of Birth: January 20, 1957
4. Nature of Principal Business or Occupation: Company Director

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Passport
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: AB982285
3. Issuing Jurisdiction: Canada **Country:** Canada
(Insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: September 26, 2027
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☐ Canadian Citizen or Resident Physically Present

☒ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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The REALTOR® trademark is controlled by CREA. © 2014-2021.

致：中國銀行（香港）有限公司
To: BANK OF CHINA (HONG KONG) LIMITED

Remittance Application Form

N000001525481 13:55:55 2021/11/16 881178
1221111686617233

Application Form: 111

中文 ☐ English ☑

Note: Please complete in Block Letters and tick the applicable. Field printed in RED with * must be completed. Correspondent bank charges include charges (if applicable) imposed by the Bank's correspondents, Intermediary Banks, clearing institutions &/or Beneficiary Bank, plus the Bank's extra handling charges.

Remittance Reference: _____

Remit Currency	CAD-Canadian Dollar	☑ **Remit Currency Amount**	79,845.00	☐ **Debit Currency Amount**	
Remitter	Name*	LAU KWAN HO THOMAS		Contact Tel No.	23891238
Debit Account	Debit Currency & Account No./BOC Credit Card*	HKD	01261710112845	FX Contract No.	
	Charge Currency & Account No. (If different from above)			FX Rate	
Intermediary Bank	Name & Address			**FOR RTGS ONLY** CCASS Code	
	SWIFT Code			Participant ID	
Beneficiary Bank*	Name & Address	HSBC 885 WEST GEORGIA STREET,			
	Country/Region	CANADA(加拿大)	Province BC	City Vancouver	
	Bank Code	Canada: Transit Code		SWIFT: HKBCCATT TRANSIT CODE: 10020	
Beneficiary	Account No./ IBAN*	002335-090			
	Name*	CLARK WILSON LLP, in trust			
	Address/ Contact Tel No.	885 WEST GEORGIA STREET, #900, VANCOUVER BC V6C 3H1 TEL. NO. 604-687-5700 (MR. BHAGWANT DHALIWAL)			
Message to Beneficiary		Referenced file no. 48184-0012 for Strata lot #26, Suite #308 in Chloe Kerrisdale (Purchaser: Thomas Kwan Ho Lau).			
Bank Charges*		The Bank's charges and all Correspondent Bank Charges borne by remitter (OUR)			
Payment Purpose* (Only applicable to Telegraphic Transfer & BOC Remittance Plus.)		Purchasing (採購)			

For Bank Use Only

Bank Use Only

☐即日 ☐翌日 ☐上午 ☐下午

☐其他

Approval	Checker

☐ Remarks

Transactions

Showing 106 transactions from Last 10 days

Filter

Opening and closing balances | Full narrative | Customise view | Export

Bank reference	Narrative	Customer reference	TRN type	Credit amount	Debit amount	Post date
CAR161118OTBV8JK	LAU KWAN HO THOMAS ADD.13B 1/F WONG REFERENCED FILE NO.48184-0012 FOR STRATA LOT NO. 26 SUITE NO.3081 CHLOE KERRISDALE /PURCHASER:THOMAS KWAN HC LAU/ PURCHASING	TI211116S2195500	TRANSFER	79,830.00		16 Nov 2021

致：中國銀行（香港）有限公司
To: BANK OF CHINA (HONG KONG) LIMITED

Remittance Application Form

N00000192503 15:09:50 2022/01/27 88554
122012786620969

Application Form:

中文 ☐ English ☑

Note: Please complete in Block Letters and tick the applicable. Field printed in RED with * must be completed. Correspondent bank charges include charges (if applicable) imposed by the Bank's correspondents, Intermediary Banks, clearing institutions &/or Beneficiary Bank, plus the Bank's extra handling charges.

Remittance Reference:

Remit Currency	CAD-Canadian Dollar	☑ Remit Currency Amount	79,845.00	☐ Debit Currency Amount	
Remitter	Name*	LAU KWAN HO THOMAS		Contact Tel No.	23891238
Debit Account	Debit Currency & Account No./BOC Credit Card*	HKD	01261700020802	FX Contract No.	
	Charge Currency & Account No. (If different from above)			FX Rate	
Intermediary Bank	Name & Address			FOR RTGS ONLY CCASS Code	
	SWIFT Code			Participant ID	
Beneficiary Bank*	Name & Address	HSBC 885 WEST GEORGIA STREET,			
	Country/Region	CANADA(加拿大)	Province BC	City Vancouver	
	Bank Code	Canada: Transit Code		SWIFT: HKBCCATT TRANSIT CODE: 10020	
Beneficiary	Account No./ IBAN*	002335-090			
	Name*	CLARK WILSON LLP, in trust			
	Address/ Contact Tel No.	885 WEST GEORGIA STREET, #900, VANCOUVER BC V6C 3H1 TEL. NO. 604-687-5700 (MR. BHAGWANT DHALIWAL)			
Message to Beneficiary		Referenced file no. 48184-0012 for Strata lot #26, Suite #308 in Chloe Kerrisdale (Purchaser: Thomas Kwan Ho Lau).			
Bank Charges*		The Bank's charges and all Correspondent Bank Charges borne by remitter (OUR)			
Payment Purpose* (Only applicable to Telegraphic Transfer & BOC Remittance Plus.)		Purchasing (採購)			

For Bank Use Only

Bank Use Only

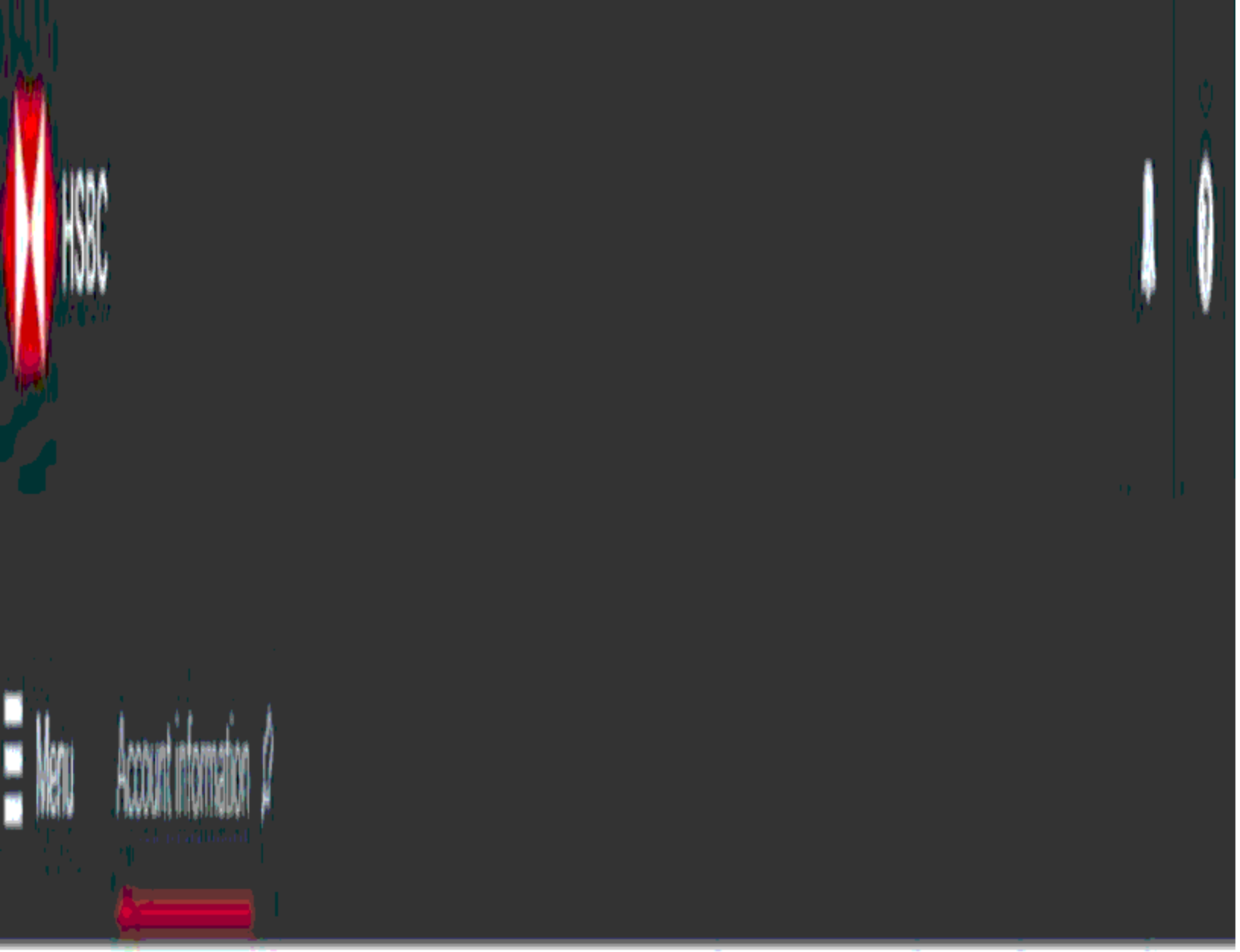
☑即日 ☐翌日 ☐上午 ☑下午

☐其他

Approval	Checker

☐ Remarks

附言已申报
收附加费


HSBC
Menu
Account information

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 26
Suite: 308

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And THOMAS KWAN HO LAU (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated NOVEMBER 6, 20 21 with respect to the purchase and sale of Strata Lot # 26 (the **"Strata Lot"**) (Suite # 308) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 5TH day of AUGUST, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 79,830 by (check one):

☒ Wire Transfer – Funds being wired from BANK OF CHINA (HONG KONG) (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

THOMAS KWAN HO LAU
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

HSBC | Statement details

Account name: HSBC Trust (Cda$) CW
Currency: CAD
[redacted]

Value date	Credit amount	Debit amount	Bank reference	Customer reference
05 Aug 2022	79,830.00		CAR050625MMJX88AO	CA220805055429
Narrative	LAU KWAN HO THOMAS ADD:138 1/F WONG, REFERENCED FILE NO.48184-0012 FOR 5 TRATA LOT NO.26,SUITE NO.308, OF KERRISDALE /PURCHASER:THOMAS KWA N HO LAU/ THIS IS FOR BIRTHDA			

致：中國銀行（香港）有限公司
To: BANK OF CHINA (HONG KONG) LIMITED

匯 款 申 請 書

012PAS2001001

N00000051414 09:47:10 2022/08/05 882299
1222080586606740

申請書: 電匯　　中文 ☑ English ☐

注意：請用正楷填寫，並在適當的地方加上剔號。欄位為紅色及有＊部分必須寫。
代理銀行收費包括(如適用)銀行的代理行、中轉銀行、結算機構及/或收款銀行處理匯款所徵收的費用，及本行的額外處理費用。

匯款編號 _____

匯款貨幣	CAD-加元	☑ 匯款貨幣金額	79,845.00	☐ 扣賬貨幣金額
匯款人	名稱*	LAU KWAN HO THOMAS	聯絡電話	23891238
付款賬戶	扣賬貨幣及賬戶號碼/中銀信用卡*	CAD 0126179204	外匯合約號碼	
	支付費用之貨幣及賬戶號碼(如與上述不同)	HKD 0126171011	匯率	
中轉銀行	名稱及地址		只適用於特快轉賬 中央結算系統代號	
	SWIFT Code		參與者代碼	
收款銀行*	名稱及地址	HSBC 885 WEST GEORGIA STREET		
	國家/地區	CANADA(加拿大)	省 BC	城市 Vancouver
	銀行代碼	SWIFT BIC HKBCCATT	TRANSIT CODE=10020	
收款人	賬戶號碼/IBAN*	002335-090		
	名稱*	CLARK WILSON LLP, in trust		
	地址/聯絡電話	885 WEST GEORGIA STREET, #900, VANCOUVER BC V6C 3H1 TEL. NO. 604-687-5700 (MR. BHAGWANT DHALIWAL)		
附言		Referenced file no. 48184-0012 for Strata lot #26, Suite #308 in Chloe Kerrisdale (Purchaser: Thomas Kwan Ho Lau)		
銀行收費*		貴行及所有代理銀行收費由匯款人支付 (OUR)		
匯款用途* (只適用於電匯及「中銀快匯」)		Others (Please specify): 其他: (請註明)		

銀行專用

銀行專用
☐即日 ☐翌日 ☑上午 ☐下午
☐其他:

Approval	Checker

☐ Remarks

☑ S.V. ☐ I.V.

本匯款申請書所列之匯款以收款行收益及通知作實。

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 24 (previously 26)
Suite: 312 (previously 308)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Thomas Kwan Ho Lau (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated NOVEMBER 6, 20 21 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 312) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 20TH day of JAN, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 78,830.00 by (check one):

☒ Wire Transfer – Funds being wired from BANK OF CHINA (HONG KONG) LIMITED (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

_____ Purchaser(s) – Print Name

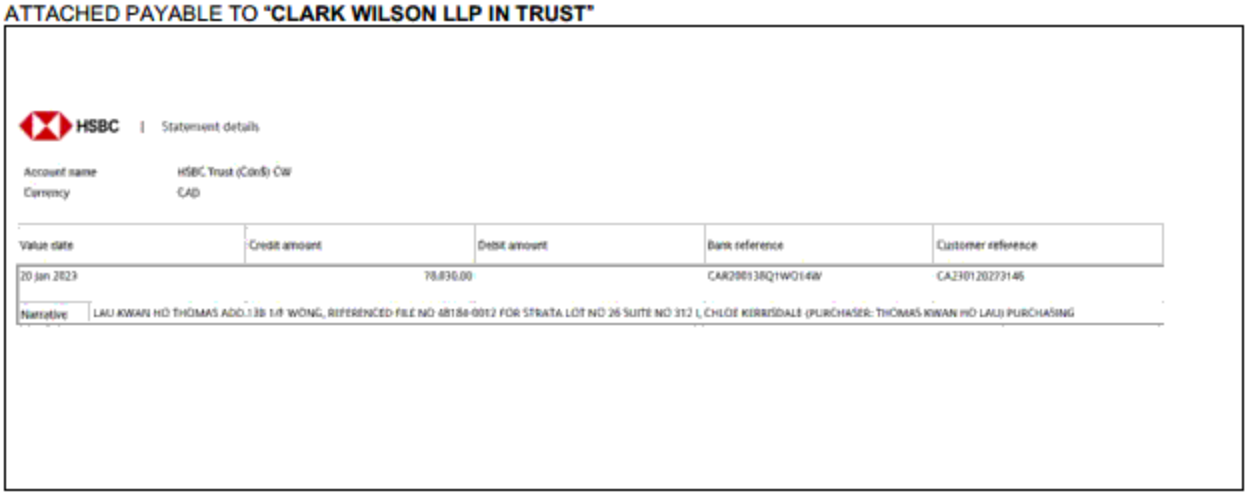
_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"



HSBC | Statement details

Account name HSBC Trust (Con$) CW
Currency CAD

Value date	Credit amount	Debit amount	Bank reference	Customer reference
20 Jan 2023	78,830.00		CAR200138Q1WO14W	CA230120273146

Narrative LAU KWAN HO THOMAS ADD.13B 1/F WONG, REFERENCED FILE NO 48184-0012 FOR STRATA LOT NO 26 SUITE NO 312 I, CHLOE KERRISDALE (PURCHASER: THOMAS KWAN HO LAU) PURCHASING

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Thomas Kwan Ho Lau **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Thomas Kwan Ho Lau (the "Purchaser") of Suite # 308 / strata lot # 26 in the development known as Chloé hereby acknowledge having received on the 20 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 20, 2021.

(Purchaser) Thomas Kwan Ho Lau

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Thomas Kwan Ho Lau **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Thomas Kwan Ho Lau (the "Purchaser") of Suite # 308 / strata lot # 26 in the development known as Chloé hereby acknowledge having received on the 20 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 20, 2022.

(Purchaser) Thomas Kwan Ho Lau

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service: Business Address:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5** 101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Thomas Kwan Ho Lau **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Thomas Kwan Ho Lau (the "Purchaser") of Suite # 308 / strata lot # 26 in the development known as Chloé hereby acknowledge having received on the 04 day of November, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: November 04, 2022.

(Purchaser) Thomas Kwan Ho Lau

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Thomas Kwan Ho Lau **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Thomas Kwan Ho Lau (the "Purchaser") of Strata Lot #28 / Suite #312 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #26 / Suite #308 and has now been changed to Strata Lot #28 / Suite #312.

Purchaser

Initials

Date: _____, 202___.

(Purchaser) Thomas Kwan Ho Lau

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Blue Vision Holdings Ltd. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 04 day of September, 2021.

Witness	Purchaser's Signature	Blue Vision Holdings Ltd. Per: Sunny Goyal Print Name
Witness	Purchaser's Signature	Print Name

SL No. 24 Suite No. 306

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Blue Vision Holdings Ltd.

Occupation: Digital Marketing

Address: 2488 West 33rd Ave

City: Vancouver

Province: BC **Postal Code:** V6M 1C3

Tel: (604) 306-5840 **Cell:**

Email: internetguy@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Jul 25, 1985

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 24 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 306, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,660,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $78,000.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $83,000.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $83,000.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $83,000.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 04 day of September, 2021.

_____ _____ Seal

Witness *Purchaser*: Blue Vision Holdings Ltd. Per: Sunny Goyal

_____ _____ Seal

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 04 day of September, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser | Purchaser | Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

INITIALS

Purchaser	Purchaser	Vendor
		YU

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

INITIALS

Purchaser	Purchaser	Vendor
		YU

expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
		YU

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Blue Vision Holdings Ltd. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 02, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Dexter Realty (the "**Selling Brokerage**") and Tonia Frangolias (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER
SF	

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 04 day of September, 20 21.

Witness	Purchaser's Signature	Blue Vision Holdings Ltd. Per: Sunny Goyal Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 04 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Blue Vision Holdings Ltd. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 02, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 02, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 04 day of September, 20 21.

Witness	Purchaser's Signature	Blue Vision Holdings Ltd. Per: Sunny Goyal Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 04 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

KERRISDALE

PLAN C

2 Bedroom + Den

Interior:	932 sf
Exterior:	86 sf
Total:	1,018 sf

P *PANTRY CAN BE UPGRADED TO FULL HEIGHT WINE FRIDGE

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

0 1 2 3 4 5 10 FT

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

GUARANTEE OF OFFER TO PURCHASE AND AGREEMENT OF SALE

Vendor: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Purchaser: Blue Vision Holdings Ltd.

Guarantor:

Name:	Sunny Goyal	Name:	
Address:	6730 Laurel Street, Vancouver BC, Canada, V6P 3T5	Address:	
SIN or ID#:		SIN or ID#:	
Tel. (H):		Tel. (H):	
Tel. (C):		Tel. (C):	
E-Mail:		E-Mail:	
Occupation / Principal Business	Digital Marketing	Occupation / Principal Business	
Country of Residence	Canada	Country of Residence	

Agreement: The Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser dated September 02, 2021 (the "**Agreement**") with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

WHEREAS:

A. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Strata Lot on the terms and conditions set out in the Agreement, a true copy of which has been received and reviewed by the Guarantor; and

B. In order to induce the Vendor to enter into the Agreement with the Purchaser, the Guarantor has agreed to provide the following guarantee on the terms and conditions set forth herein.

WITNESS in consideration of the premises and the sum of $1.00 and other good and valuable consideration now paid by the Vendor to the Guarantor (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants under to seal and makes the following guarantee and agreement (the "**Guarantee**") with and in favour of the Vendor:

1. In this Guarantee, "**Guaranteed Obligations**" means the Purchaser's obligations to:

   (a) pay the Deposit under the Agreement;
   (b) pay the Purchase Price under the Agreement;
   (c) pay any other monies due to the Vendor under the Agreement; and
   (d) perform and satisfy all other obligations of the Purchaser under the Agreement which are not obligations to pay monies to the Vendor.

2. The Guarantor hereby agrees with the Vendor that it will:

(a) promptly and completely observe or perform all Guaranteed Obligations;
(b) execute and deliver and provide the Vendor with any information required pursuant to Section 12 and 13 (Requirements under REDMA respecting Assignments and Assignment) of the Agreement or as otherwise required by the Vendor in accordance with applicable laws; and
(c) indemnify and save harmless the Vendor from any claims arising out of any failure by the Purchaser to perform the Guaranteed Obligations.

3. This Guarantee is absolute and unconditional and the obligations of the Guarantor will not be released, discharged, mitigated, impaired, or affected by:

(a) any waiver by or failure of the Vendor to enforce any of the terms, covenants, and conditions contained in the Agreement;
(b) any assignment of the Agreement by the Purchaser or by any trustee, receiver, or liquidator of the Purchaser; or
(c) any consent which the Vendor gives to any assignment.

4. The Guarantor hereby expressly waives notice of non-performance or non-observance on the part of the Purchaser of the terms, covenants, and conditions contained in this Guarantee.

5. In the event of a default by the Purchaser under the Agreement, the Guarantor waives any right to require the Vendor to:

(a) proceed against the Purchaser or pursue any rights or remedies against the Purchaser with respect to the Agreement; or
(b) proceed against or exhaust any other security of the Purchaser held by the Vendor.

6. The Guarantor acknowledges and agrees that the Guarantor has been provided with a true copy of the Agreement and was afforded a reasonable opportunity to read the Agreement.

7. Without limiting the generality of the foregoing, the liability of the Guarantor under this Guarantee is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Purchaser in any receivership, bankruptcy, winding-up, or any other insolvency or bankruptcy proceedings.

8. No action or proceedings brought or instituted under this Guarantee and no recovery in pursuance thereof will be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default hereunder or in the performance and observance of the Guaranteed Obligations.

9. No modification of this Guarantee will be effective unless the same is in writing and is executed by both the Guarantor and the Vendor.

10. Any terms not otherwise defined herein will have the meanings as set out in the Agreement.

11. All of the terms, covenants, and conditions of this Guarantee extend to and are binding upon the Guarantor, its successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Vendor, its successors and assigns, as the case may be.

12. Wherever in this Guarantee reference is made to either the Vendor or the Purchaser, the reference is deemed to apply also to the respective successors and assigns, respectively, of the Vendor and the Purchaser, as the case may be.

[*Remainder of page left intentionally blank – signature page follows*]

This Guarantee may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution.

IN WITNESS WHEREOF the parties have executed this Guarantee as of the day and year first above written.

DATED this 04 day of September, 2021.

Witness' Signature	Guarantor's Signature (seal)	Sunny Goyal Guarantor's Name
Witness' Name	Guarantor's Signature (seal)	Guarantor's Name

DATED this 04 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Schedule A

3 Unit Type C - Furniture/ Power & Com Plan
Scale : 1/4" = 1' - 0"

TYPE C.

CHLOÉ

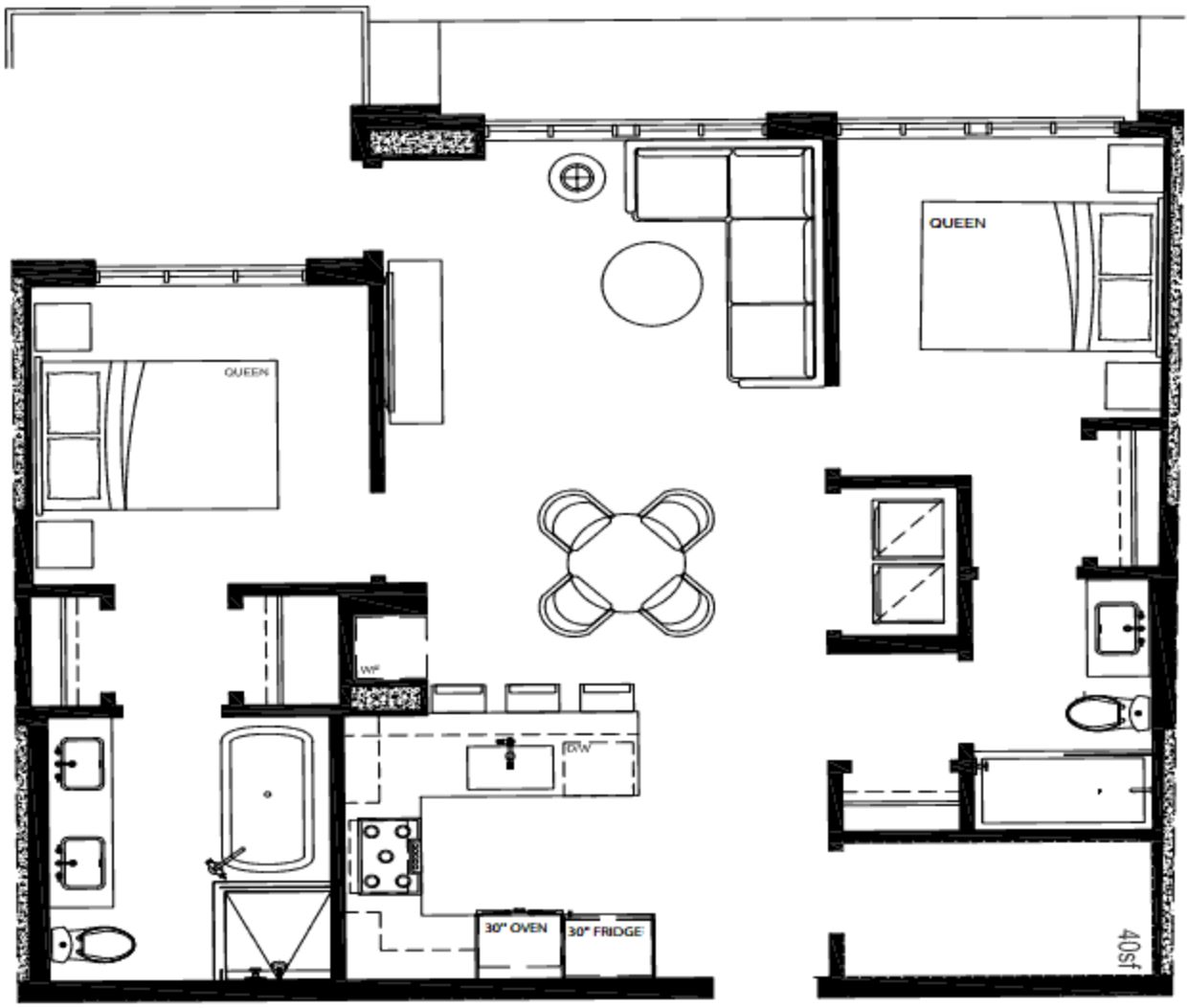
KERRISDALE

UNIT C
2 Bedroom
(#306)

Interior:	932sf
Exterior:	86sf
Total:	1,018sf

47th. AVE.

EAST BOULEVARD



CHLOÉ
KERRISDALE

SL: 24
Suite: 306

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Blue Vision Holdings Ltd. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 02, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 02, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $130,000.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 04 day of September, 20 21.

Witness	Purchaser's Signature	Blue Vision Holdings Ltd. Per: Sunny Goyal Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 04 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Blue Vision Holdings Ltd. Per: Sunny Goyal (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 2, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 2, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and purchaser agree that the changes to the floor plan layout for SL 24 Suite 306, outlined in the attached Schedule A, will be incorporated by the Vendor in the final strata plan. All changes to SL 24 Suite 306 are at the Vendor's expense.

~~The Vendor will do the best effort to assign the regular sized parking stall closest to the North side elevator.~~

The Vendor and Purchaser hereby agree that the Vendor will assign a regular sized parking stall close to the North side elevator.
The Vendor and Purchaser hereby agree that master bedroom in the revised floor plan (See Schedule "A") will be able to fit a king size bed and two end tables as set out in the original floor plan.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 2 ~~27~~ day of September ~~August~~, 2021.

Witness	Purchaser's Signature	Purchaser's Name
		Blue Vision Holdings Ltd. Per: Sunny Goyal
Witness	Purchaser's Signature	Purchaser's Name

DATED this 04 day of September, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

SL: 24
Suite: 306

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Blue Vision Holdings Ltd. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 02, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 02, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Further to the CHLOE Offer to Purchase and Agreement of Purchase and Sale, SECTION 1.01 PURCHASE PRICE AND DEPOSITS (c), both PURCHASER and VENDOR agree for it to replace and read as follows:

(c) a third deposit (the "Third Deposit") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser: $83,000.00

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 27 day of May, 20 22.

Witness | Purchaser's Signature | Blue Vision Holdings Ltd. Per: Sunny Goyal
Purchaser's Name

Witness | Purchaser's Signature | Purchaser's Name

DATED this 08 day of June, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 24
Suite: 306

AGENT COMMISSION FORM

Date: September 02, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 24 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 24 Suite No. 306 within the Development.

INITIALS

Agent	Vendor
	YU

CHLOE
Agent Commission Form

SL: 24
Suite: 306

Net Purchase Price: 1,530,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Tonia Frangolias

Managing Brokerage: Dexter Realty

Address: 560-2608 Granville Street, Vancouver, BC, V6H 3V3

Phone: (778) 898-6642 Fax: _____ Email: afrango@live.ca

Signed:

_____
Witness

Tonia Frangolias
Purchaser's Agent Name

_____
Purchaser's Agent Signature

_____
Witness

_____
Managing Broker's Name

_____
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

Receipt from Avesdo

Receipt #1330-1854

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	September 2, 2021	VISA - 7258

SUMMARY

Reservation charge created for Suite. 306 SL. 24 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.

BRITISH COLUMBIA

Number: BC0976457

CERTIFICATE OF INCORPORATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that BLUE VISION HOLDINGS LTD. was incorporated under the Business Corporations Act on July 29, 2013 at 09:28 AM Pacific Time.

Issued under my hand at Victoria, British Columbia
On July 29, 2013

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
250 356-8626

CERTIFIED COPY
Of a Document filed with the Province of British Columbia Registrar of Companies

CAROL PREST

Notice of Articles

BUSINESS CORPORATIONS ACT

This Notice of Articles was issued by the Registrar on: July 29, 2013 09:28 AM Pacific Time

Incorporation Number: **BC0976457**

Recognition Date and Time: *Incorporated on July 29, 2013 09:28 AM Pacific Time*

NOTICE OF ARTICLES

Name of Company:

BLUE VISION HOLDINGS LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:
2488 WEST 33RD AVENUE
VANCOUVER BC V6M 1C3
CANADA

Delivery Address:
2488 WEST 33RD AVENUE
VANCOUVER BC V6M 1C3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
2488 WEST 33RD AVENUE
VANCOUVER BC V6M 1C3
CANADA

Delivery Address:
2488 WEST 33RD AVENUE
VANCOUVER BC V6M 1C3
CANADA

DIRECTOR INFORMATION

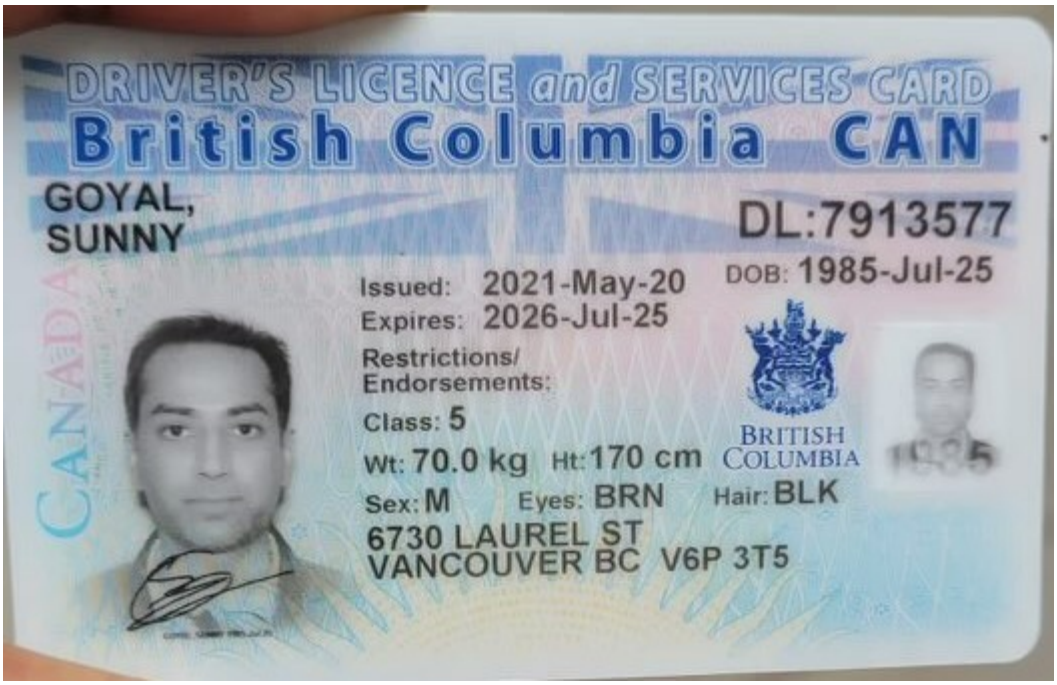
Last Name, First Name, Middle Name:
Goyal, Sunny

Mailing Address:
2488 WEST 33RD AVENUE
VANCOUVER BC V6M 1C3
CANADA

Delivery Address:
2488 WEST 33RD AVENUE
VANCOUVER BC V6M 1C3
CANADA

AUTHORIZED SHARE STRUCTURE

1.	No Maximum	Class A Voting Common Shares	Without Par Value With Special Rights or Restrictions attached
2.	No Maximum	Class B Non-Voting Common Shares	Without Par Value With Special Rights or Restrictions attached
3.	No Maximum	Class C Non-Voting Preferred Shares	With a Par Value of 0.01 Canadian Dollar(s) each With Special Rights or Restrictions attached


DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
GOYAL,
SUNNY
DL:7913577
Issued: 2021-May-20
DOB: 1985-Jul-25
Expires: 2026-Jul-25
Restrictions/
Endorsements:
Class: 5
Wt: 70.0 kg Ht: 170 cm
BRITISH COLUMBIA
Sex: M Eyes: BRN Hair: BLK
6730 LAUREL ST
VANCOUVER BC V6P 3T5
CANADA

ENDORSEMENTS AND LIMITATIONS
This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.

SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS
Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.

VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

EB0059910

GC396930

PASSPORT
PASSEPORT

CANADA

Type/Type
P

Issuing Country/Pays émetteur
CAN

Passport No./N° de passeport
GC396930

Surname/Nom
GOYAL

Given names/Prénoms
SUNNY

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
25 JULY/JUIL 85

Sex/Sexe
M

Place of birth/Lieu de naissance
NEW DELHI IND

Date of issue/Date de délivrance
10 MAR /MARS 14

Date of expiry/Date d'expiration
10 MAR /MARS 24

Issuing Authority/Autorité de délivrance
VANCOUVER

EB0059910

P<CANGOYAL<<SUNNY<<<<<<<<<<<<<<<<<<<<<<<<<<<<

GC396930<2CAN8507251M2403100<<<<<<<<<<<<<<06

Corporation/Entity Identification Information Record

NOTE: A Corporation/Entity Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Corporation/Entity Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and

(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
306 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Tonia Frangolias / Dexter Realty
Date: Sep 02, 2021

A.1. Verification of Corporation

NOTE: Either section A.1 or A.2 must be completed for your corporate/entity clients or unrepresented entities that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented entity, complete section A.3 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime, or terrorist activity.

1. Name of Corporation: Blue Vision Holdings Ltd.
2. Corporate Address:
2488 West 33rd Ave Vancouver BC V6M 1C3
3. Nature of Principal Business: Digital Marketing
4. Name of Directors:
Sunny Goyal

5. Type of Verification Record:

6. Source of Verification record:
Records may be paper or electronic version. If record is in paper format or electronic database not accessible to public, a copy must be kept. If record is an electronic version in public database, a record of corporation's registration number and type and source of record (e.g. Corporation Canada's website) must be kept

7. Registration number of corporation:
8. Attach a copy of corporate records showing authority to bind corporation regarding transaction:
(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

A.2. Verification of Other Entity *(if applicable)*

1. Name of other entity:
2. Address:
3. Nature of Principal Business:
4. Type of Verification Record:
5. Source of Record: Records may be paper or electronic version. If record is in paper format or electronic database not accessible to the public, a copy must be kept. If record is an electronic version in a public database, a record of corporation's registration number and type and source of record (e.g. Corporation Canada's website) must be kept.
6. Registration number:

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Corporation/Entity Identification Information Record

A.3 Unrepresented Entity Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the existence of an unrepresented entity.

1. Measures taken to Confirm Existence *(check one):*

- ☐ Asked unrepresented entity for information to confirm their existence
- ☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccessful *(check one):*

- ☐ Unrepresented entity did not provide information
- ☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

- ☐ Yes
- ☒ No

Describe why you think your client may be acting on behalf a third party: . . . . . .

B.2 Third Party Record

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)***:** . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .
6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)***:** . . . . . .
7. Relationship between third party and client: . . . . . .

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Corporation/Entity Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Corporation or Entity

☐ Foreign Corporation or Entity that does not operate in a High Risk Country

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Corporation or Entity that operates in a High Risk Country

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Corporation/Entity Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Land for Commercial Use
- ☐ Commercial property
- ☒ Other, please specify: . For residential purpose . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1 If the client is a corporation, ask if its name and address and name of its directors have changed and if they have include the updated information on page one. If the client is an entity other than a corporation, ask if its name, address and principal place of business has changed and if they have include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 306 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Tonia Frangolias / Dexter Realty
Date Information Verified/Credit File Consulted: Sep 02, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Sunny Goyal
2. Address:
2488 West 33rd Ave Vancouver BC V6M 1C3
3. Date of Birth: July 25, 1985
4. Nature of Principal Business or Occupation: Digital Marketing

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 7913577
3. Issuing Jurisdiction: BC **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: July 25, 2026
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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Individual Identification Information Record

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It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
306 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Tonia Frangolias / Dexter Realty
Date Information Verified/Credit File Consulted: Sep 02, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Sunny Goyal
2. Address:
2488 West 33rd Ave Vancouver BC V6M 1C3
3. Date of Birth: July 25, 1985
4. Nature of Principal Business or Occupation: Digital Marketing

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 7913577
3. Issuing Jurisdiction: BC **Country:** Canada
(province/state, Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: July 25, 2026
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- ☒ Canadian Citizen or Resident Physically Present
- ☐ Canadian Citizen or Resident Not Physically Present
- ☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- ☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- ☐ Other, explain:

Medium Risk

- ☐ Explain:

High Risk

- ☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- ☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .

. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Sunny Goyal (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated September 4, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 306) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 11 day of September, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 78,000.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD Bank

Blue Vision Holdings Ltd.
Per: Sunny Goyal
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

10358 (1215)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

95745136

2198 41ST AVENUE WEST
VANCOUVER, BC V6M 1Z1

Purchaser: Sunny Goyal

DATE 2021-09-10
YYYYMMDD

Transit-Serial No. 47-95745136

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****78,000.00

SEVENTY EIGHT THOUSAND*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

5632
Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈95745136⑈ ⑆09612⑈004⑆ ⑈3808⑈

CHLOE
Deposit Receipt

SL: 24
Suite: 306

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Blue Vision Holdings Ltd. Per: Sunny Goyal (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept. 4th, 2021 with respect to the purchase and sale of Strata Lot # 24 (the "**Strata Lot**") (Suite # 24) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 23 day of November, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 83,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank The Toronto - Dominion Bank

Blue Vision Holdings Ltd. Per: Sunny Goyal — Sunny Goyal
Purchaser(s) – Print Name — Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, [redacted], have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

[redacted]
Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank
2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

1004646

Purchaser SUNNY GOYAL

DATE 2021-11-23 YYYYMMDD

Transit-Serial No. 47-01004646

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****83,000.00

EIGHTY THREE THOUSAND*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re CHLOE - STRATA LOT 24, UNIT 306

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

Number 70554

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈0100464 6⑈ ⑆096 12⑈004⑆ ⑈3808⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 24
Suite: 306

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Blue vision holdings Ltd. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sep 24, 2021 with respect to the purchase and sale of Strata Lot # _____ (the "**Strata Lot**") (Suite # 24) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 16 day of June, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 83,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD Bank

SUNNY GOYAL
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

10358 (0521) THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank
2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

3628429

Purchaser SUNNY GOYAL

DATE 2022-06-16 YYYYMMDD

Transit-Serial No. 47-03628429

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****83,000.00

EIGHTY THREE THOUSAND*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

Authorized Officer

W3023 Number

Countersigned

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈036284 29⑈ ⑆09612⑈004⑆ ⑈3808⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 22 (Previously 24)
Suite: 314 (Previously 306)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Sunny Goyal (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept 4, 20 21 with respect to the purchase and sale of Strata Lot # 22 (the "**Strata Lot**") (Suite # 314) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 8TH day of DECEMBER, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 83,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

10358 (0521) ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

5233743

Purchaser SUNNY GOYAL

DATE 2022-12-06 (YYYYMMDD)

Transit-Serial No. 47-05233743

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****83,000.00

EIGHTY THREE THOUSAND*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re STRATA LOT 22 - UNIT 314

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

Number 7891

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈5233743⑈ ⑆09612⑈004⑆ ⑈3808⑈

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Blue Vision Holdings Ltd. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Blue Vision Holdings Ltd. (the "Purchaser") of Suite # 306 / strata lot # 24 in the development known as Chloé hereby acknowledge having received on the 20 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 20, 2021.

(Purchaser) Blue Vision Holdings Ltd. Per: Sunny Goyal

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Blue Vision Holdings Ltd. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SG	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Blue Vision Holdings Ltd. (the "Purchaser") of Suite # 306 / strata lot # 24 in the development known as Chloé hereby acknowledge having received on the 16 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 16, 2022.

(Purchaser) Blue Vision Holdings Ltd. Per: Sunny Goyal

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Blue Vision Holdings Ltd. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Blue Vision Holdings Ltd. (the "Purchaser") of Suite # 306 / strata lot # 24 in the development known as Chloé hereby acknowledge having received on the 03 day of November, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: November 03, 2022.

(Purchaser) Blue Vision Holdings Ltd. Per: Sunny Goyal

(Purchaser)

CHLOE

ASSIGNMENT AGREEMENT – REMOVAL OF A PURCHASER

THIS ASSIGNMENT made effective the 19 day of January, 20 23.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: BLUE VISION HOLDINGS LTD.
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport):
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignor**")

Full Name: Sunny Goyal
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport): GC396930
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on September 4, 20 21 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 22 (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $332,000.00 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee all of its right, title, and interest in and to the Purchase Agreement as well as all of its right, title and interest in and to the Deposit, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 13 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under paragraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd., Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings as more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee all of its right, title, benefit and interest in and to the Purchase Agreement and all of its right, title, benefit and interest in the Strata Lot, together with the Deposit previously paid by the Assignor to the Vendor's Solicitors.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to:

(a) strictly perform and observe all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as the purchaser under the Purchase Agreement; and

(b) indemnify and save the Assignor harmless from any and all liabilities of every nature and kind with respect to any breach or non-observance of the covenants, conditions, and obligations contained in the Purchase Agreement by the Assignee.

4. ASSIGNMENT FEE

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $_____500.00_____ plus GST and any other applicable value-added or sales tax, on such amount (the "**Assignment Fee**").

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 13 herein, including, without limitation, receipt of the Assignment Fee and any statutory declaration requested by the Vendor in accordance with paragraph 12, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate; and

(i) upon completion of the assignment contemplated herein, the Assignor will have no interest, including without limitation, any beneficial interest, in the Purchase Agreement or Strata Lot.

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be bound by and liable for the purchaser's obligations under the Purchase Agreement in the event the Assignee fails to comply with any of the obligations of the purchaser under the Purchase Agreement, including, without limitation, the obligation to complete the purchase of the Strata Lot in accordance with the terms of the Purchase Agreement.

8. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting contact and business information of the Assignor and the Assignee;

(iii) respecting the terms of this Assignment and any Additional Agreements; and

(iv) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 8 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

9. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor intends on entering into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from AVIVA Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA). In addition, as a result of the Vendor intending on entering into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and Assignee acknowledge and agree that upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (the "**Agent**"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer will be amended so that (i) the Assignor is removed, and (ii) the Assignee is named, in each case as the Deposit Protection Contract relates to the Deposit;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Agent or the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph 9 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

10. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of

the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 14.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

11. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

12. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that the Assignor will have no interest, including without limitation, any beneficial interest, in the Strata Lot and/or Purchase Agreement if the assignment contemplated herein occurs.

13. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with paragraph 12; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

14. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

(i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

(ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

15. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

16. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

17. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

18. TIME

Time will be of the essence of this Assignment.

19. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by facsimile transmission or other form of electronic communication capable of producing a printed copy.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment all as of the day and year first above written.

Witness: _____
GITIKA GOYAL

_____
ASSIGNOR BLUE VISION HOLDINGS LTD.

Witness: _____

_____
ASSIGNOR

Witness: _____
GITIKA GOYAL

_____
ASSIGNEE Sunny Goyal

Witness: _____

_____
ASSIGNEE

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

[a copy of the Purchase Agreement attached]

SCHEDULE "B"

[a copy(ies) of any Additional Agreements attached]

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	**Assignee (Individual/Corporate contact/ Trustee /Partner*)**
Legal Name:	Legal Name: Sunny Goyal
Date of Birth:	Date of Birth: July 25, 1985
**SIN/ ITN/ TN:	**SIN/ ITN/ TN: 738 044 528
Citizenship (Nationality):	Citizenship (Nationality): Canadian
Principal Residence Address:	Principal Residence Address: 2488 West 33rd Avenue
City: Province:	City: Vancouver Province: BC
Postal Code: Country:	Postal Code: V6M 1C3 Country: Canada
Phone Number:	Phone Number: 604-306-5840
Email Address:	Email Address: internetguy@gmail.com
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name: BLUE VISION HOLDINGS LTD.	Name:
***Account Number : 846578433	***Account Number :
Residence under *Income Tax Act* (Canada):	Residence under *Income Tax Act* (Canada):
Canada	
Head Office Address: 2488 West 33rd Avenue	Head Office Address:
City: Vancouver Province: BC	City: Province:
Postal Code: V6M 1C3 Country: Canada	Postal Code: Country:
Phone Number: 604-306-5840	Phone Number:
Email Address: internetguy@gmail.com	Email Address:

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

CHLOE

ASSIGNMENT AGREEMENT – ADDING PURCHASER

THIS ASSIGNMENT made effective the 19 day of January, 20 23.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: BLUE VISION HOLDINGS LTD.
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport):
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignor**")

Full Name: Sunny Goyal
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport): GC396930
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on September 4, 20 21 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 22 (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $332,000.00 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee a portion of all of its right, title, and interest in and to the Purchase Agreement, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 13 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under subparagraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd., Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee a portion of all of its right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot, including the Deposit and any interest earned thereon.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to strictly perform and observe, with the Assignor, all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as a purchaser under the Purchase Agreement, and the Assignor and Assignee acknowledge and agree that all obligations of the Assignor and Assignee under the Purchase Agreement, each as purchaser, will be joint and several.

4. ASSIGNMENT FEES

(a) Assignment Fee payable by the Assignor to the Vendor

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $_____500.00_____ plus GST and any other applicable value-added or sales tax, on such amount (the "**Vendor Assignment Fee**").

(b) Assignment Fee payable by the Assignee to the Assignor

In addition to the Assignee's reimbursement to the Assignor of the Deposit, the Assignee agrees to pay the Assignor $_____0.00_____ within __0__ days(s) following the execution and delivery of this Agreement.

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 13 herein, including, without limitation, receipt of the Vendor Assignment Fee and any statutory declaration requested by the Vendor in accordance with paragraph 12, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign a portion of all of its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate; and

(i) upon completion of the assignment contemplated herein, the Assignor's legal and beneficial interest in and to the Purchase Agreement and Strata Lot will be reduced by the portion of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot assigned to the Assignee pursuant to the terms of this Assignment.

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of a portion of the Assignor's interest in the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be fully bound by and liable for all of the purchaser's obligations under the Purchase Agreement, which obligations, with the obligations of the Assignee as a purchaser under the Purchase Agreement, will be joint and several.

8. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting contact and business information of the Assignor and the Assignee;

(iii) respecting the terms of this Assignment and any Additional Agreements; and

(iv) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 8 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

9. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor has entered into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA). In addition, as a result of the Vendor having entered into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and the Assignee acknowledge and agree that the benefit of the Deposit Protection Contract as it relates to the Deposit is assigned from the Assignor to the Assignee concurrently with this Assignment and, upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (The "Agent"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer is amended so that the insured benefit under the Deposit Protection Contract as it relates to the Deposit is transferred from the Assignor to the Assignee;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Agent or the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of

this paragraph 9 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

10. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 14.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

11. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

12. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that if the assignment contemplated herein occurs, the Assignor's legal and beneficial interest in the Purchase

Agreement and Strata Lot will be the percentage that is 100% less the percentage of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot and/or Purchase Agreement assigned to the Assignee pursuant to the terms of this Assignment.

13. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Vendor Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with paragraph 12; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

14. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

  (i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

  (ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

15. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

16. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

17. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

18. TIME

Time will be of the essence of this Assignment.

19. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by facsimile transmission or other form of electronic communication capable of producing a printed copy.

INTENDING TO BE LEGALLY BOUND, the Vendor, Assignor and Assignee have signed and entered into this Assignment Agreement as of the date immediately below.

Dated: FEB, 16, 2023.

Witness: GITIKA GOYAL

ASSIGNOR BLUE VISION HOLDINGS LTD.

Witness: _____

ASSIGNOR

Witness: GITIKA GOYAL

ASSIGNEE Sunny Goyal

Witness: _____

ASSIGNEE

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

(a copy of the Purchase Agreement attached)

SCHEDULE "B"

(a copy(ies) of any Additional Agreements attached)

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	**Assignee (Individual/Corporate contact/ Trustee/Partner*)**
Legal Name: _____	Legal Name: Sunny Goyal
Date of Birth: _____	Date of Birth: July 25, 1985
**SIN/ ITN/ TN: _____	**SIN/ ITN/ TN: 738 044 528
Citizenship (Nationality): _____	Citizenship (Nationality): Canadian
Principal Residence Address: _____	Principal Residence Address: 2488 West 33rd Avenue
City: _____ Province: _____	City: Vancouver Province: BC
Postal Code: _____ Country: _____	Postal Code: V6M 1C3 Country: Canada
Phone Number: _____	Phone Number: 604-306-5840
Email Address: _____	Email Address: internetguy@gmail.com
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name: BLUE VISION HOLDINGS LTD.	Name: _____
***Account Number : 84657 8433	***Account Number : _____
Residence under *Income Tax Act* (Canada): Canada	Residence under *Income Tax Act* (Canada): _____
Head Office Address: 2488 West 33rd Avenue	Head Office Address: _____
City: Vancouver Province: BC	City: _____ Province: _____
Postal Code: V6M 1C3 Country: Canada	Postal Code: _____ Country: _____
Phone Number: 604-306-5840	Phone Number: _____
Email Address: internetguy@gmail.com	Email Address: _____

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

CANADA)
)
PROVINCE OF)
)
BRITISH COLUMBIA)
)
)
)
)
)

IN THE MATTER OF the proposed assignment (the "**Proposed Assignment**") to Sunny Goyal (the "**Assignee**") of all or a portion of the interest in and to the offer to purchase and agreement of purchase and sale (the "**Purchase Agreement**") made as of the 4th day of September, 202 1, between **1076255 B.C. Ltd. and Lightstone Development Ltd.**, as vendor, and BLUE VISION HOLDINGS LTD., as purchaser, as such agreement may have been amended, in respect of proposed strata lot no. 22 (the "**Strata Lot**"), which is currently assigned suite no. 314, in the development known as "Chloe" to be constructed on lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia and presently legally described as: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

TO WIT:

I, SUNNY GOYAL, of the City of VANCOUVER, in the Province of British Columbia, do solemnly declare that:

1. I am the purchaser or one of the purchasers under the Purchase Agreement and the proposed assignor or one of the proposed assignors under the Proposed Assignment and as such have knowledge of the matters hereinafter declared.

2. I have agreed to assign and am assigning to the Assignee:

☑ all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have no right, title, benefit or interest, whether legal or beneficial, in the Purchase Agreement or the Strata Lot; or

☐ _____ [*percentage of interest assigned*] of all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have the percentage that is 100% less the above noted percentage of all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot.

3. The assignment contemplated within the Proposed Assignment is not an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) and is being undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a "tax benefit" as that term is defined within such Act. The only purpose(s) for the Proposed Assignment are those listed below: _____

_____

_____

_____

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of VANCOUVER, in the Province of British Columbia, this 16 day of FEBRUARY, 2023.

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)

_____

A Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia

Sushant Raj
Notary Public for the Province of British Columbia, Canada

SUSHANT RAJ
NOTARY PUBLIC
FOR BRITISH COLUMBIA
202-2309 WEST 41ST AVENUE
VANCOUVER, B.C. V6M 2A3
604-263-9317

_____

SUNNY GOYAL

CHLOE

ASSIGNMENT AGREEMENT – REMOVAL OF A PURCHASER

THIS ASSIGNMENT made effective the 19 day of January, 20 23.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: BLUE VISION HOLDINGS LTD.
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport):
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignor**")

Full Name: Sunny Goyal
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport): GC396930
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on September 4, 20 21 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 22 (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $332,000.00 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee all of its right, title, and interest in and to the Purchase Agreement as well as all of its right, title and interest in and to the Deposit, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 13 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under paragraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd., Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings as more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee all of its right, title, benefit and interest in and to the Purchase Agreement and all of its right, title, benefit and interest in the Strata Lot, together with the Deposit previously paid by the Assignor to the Vendor's Solicitors.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to:

(a) strictly perform and observe all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as the purchaser under the Purchase Agreement; and

(b) indemnify and save the Assignor harmless from any and all liabilities of every nature and kind with respect to any breach or non-observance of the covenants, conditions, and obligations contained in the Purchase Agreement by the Assignee.

4. ASSIGNMENT FEE

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $_____500.00_____ plus GST and any other applicable value-added or sales tax, on such amount (the "**Assignment Fee**").

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 13 herein, including, without limitation, receipt of the Assignment Fee and any statutory declaration requested by the Vendor in accordance with paragraph 12, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate; and

(i) upon completion of the assignment contemplated herein, the Assignor will have no interest, including without limitation, any beneficial interest, in the Purchase Agreement or Strata Lot.

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be bound by and liable for the purchaser's obligations under the Purchase Agreement in the event the Assignee fails to comply with any of the obligations of the purchaser under the Purchase Agreement, including, without limitation, the obligation to complete the purchase of the Strata Lot in accordance with the terms of the Purchase Agreement.

8. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting contact and business information of the Assignor and the Assignee;

(iii) respecting the terms of this Assignment and any Additional Agreements; and

(iv) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 8 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

9. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor intends on entering into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from AVIVA Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA). In addition, as a result of the Vendor intending on entering into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and Assignee acknowledge and agree that upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (the "**Agent**"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer will be amended so that (i) the Assignor is removed, and (ii) the Assignee is named, in each case as the Deposit Protection Contract relates to the Deposit;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Agent or the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph 9 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

10. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of

the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 14.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

11. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

12. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that the Assignor will have no interest, including without limitation, any beneficial interest, in the Strata Lot and/or Purchase Agreement if the assignment contemplated herein occurs.

13. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with paragraph 12; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

14. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

(i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

(ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

15. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

16. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

17. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

18. TIME

Time will be of the essence of this Assignment.

19. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by facsimile transmission or other form of electronic communication capable of producing a printed copy.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment all as of the day and year first above written.

Witness: _____
GITIKA GOYAL

_____
ASSIGNOR BLUE VISION HOLDINGS LTD.

Witness: _____

_____
ASSIGNOR

Witness: _____
GITIKA GOYAL

_____
ASSIGNEE Sunny Goyal

Witness: _____

_____
ASSIGNEE

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

[a copy of the Purchase Agreement attached]

SCHEDULE "B"

[a copy(ies) of any Additional Agreements attached]

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	**Assignee (Individual/Corporate contact/ Trustee /Partner*)**
Legal Name:	Legal Name: Sunny Goyal
Date of Birth:	Date of Birth: July 25, 1985
**SIN/ ITN/ TN:	**SIN/ ITN/ TN: 738 044 528
Citizenship (Nationality):	Citizenship (Nationality): Canadian
Principal Residence Address:	Principal Residence Address: 2488 West 33rd Avenue
City: Province:	City: Vancouver Province: BC
Postal Code: Country:	Postal Code: V6M 1C3 Country: Canada
Phone Number:	Phone Number: 604-306-5840
Email Address:	Email Address: internetguy@gmail.com
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name: BLUE VISION HOLDINGS LTD.	Name:
***Account Number : 846578433	***Account Number :
Residence under *Income Tax Act* (Canada):	Residence under *Income Tax Act* (Canada):
Canada	
Head Office Address: 2488 West 33rd Avenue	Head Office Address:
City: Vancouver Province: BC	City: Province:
Postal Code: V6M 1C3 Country: Canada	Postal Code: Country:
Phone Number: 604-306-5840	Phone Number:
Email Address: internetguy@gmail.com	Email Address:

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

CHLOE

ASSIGNMENT AGREEMENT – ADDING PURCHASER

THIS ASSIGNMENT made effective the 19 day of January, 20 23.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: BLUE VISION HOLDINGS LTD.
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport):
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignor**")

Full Name: Sunny Goyal
Occupation: Digital Marketing
Country of Residence: Canada
ID # (Driver's license, Passport): GC396930
Address: 2488 West 33rd Avenue
City: Vancouver
Province: BC **Postal Code:** V6M 1C3
Tel: 604-306-5840 **Bus:**
Fax:
Email: internetguy@gmail.com
(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on September 4, 20 21 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 22 (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $ 332,000.00 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee a portion of all of its right, title, and interest in and to the Purchase Agreement, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 13 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under subparagraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd., Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee a portion of all of its right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot, including the Deposit and any interest earned thereon.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to strictly perform and observe, with the Assignor, all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as a purchaser under the Purchase Agreement, and the Assignor and Assignee acknowledge and agree that all obligations of the Assignor and Assignee under the Purchase Agreement, each as purchaser, will be joint and several.

4. ASSIGNMENT FEES

(a) Assignment Fee payable by the Assignor to the Vendor

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $ 500.00 plus GST and any other applicable value-added or sales tax, on such amount (the "**Vendor Assignment Fee**").

(b) Assignment Fee payable by the Assignee to the Assignor

In addition to the Assignee's reimbursement to the Assignor of the Deposit, the Assignee agrees to pay the Assignor $ 0.00 within 0 days(s) following the execution and delivery of this Agreement.

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 13 herein, including, without limitation, receipt of the Vendor Assignment Fee and any statutory declaration requested by the Vendor in accordance with paragraph 12, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign a portion of all of its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate; and

(i) upon completion of the assignment contemplated herein, the Assignor's legal and beneficial interest in and to the Purchase Agreement and Strata Lot will be reduced by the portion of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot assigned to the Assignee pursuant to the terms of this Assignment.

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of a portion of the Assignor's interest in the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be fully bound by and liable for all of the purchaser's obligations under the Purchase Agreement, which obligations, with the obligations of the Assignee as a purchaser under the Purchase Agreement, will be joint and several.

8. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting contact and business information of the Assignor and the Assignee;

(iii) respecting the terms of this Assignment and any Additional Agreements; and

(iv) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 8 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

9. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor has entered into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA). In addition, as a result of the Vendor having entered into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and the Assignee acknowledge and agree that the benefit of the Deposit Protection Contract as it relates to the Deposit is assigned from the Assignor to the Assignee concurrently with this Assignment and, upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (The "Agent"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer is amended so that the insured benefit under the Deposit Protection Contract as it relates to the Deposit is transferred from the Assignor to the Assignee;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Agent or the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of

this paragraph 9 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

10. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 14.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

11. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

12. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that if the assignment contemplated herein occurs, the Assignor's legal and beneficial interest in the Purchase

Agreement and Strata Lot will be the percentage that is 100% less the percentage of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot and/or Purchase Agreement assigned to the Assignee pursuant to the terms of this Assignment.

13. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Vendor Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with paragraph 12; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

14. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

  (i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

  (ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

15. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

16. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

17. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

18. TIME

Time will be of the essence of this Assignment.

19. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by facsimile transmission or other form of electronic communication capable of producing a printed copy.

INTENDING TO BE LEGALLY BOUND, the Vendor, Assignor and Assignee have signed and entered into this Assignment Agreement as of the date immediately below.

Dated: FEB. 16, 2023.

Witness: GITIKA GOYAL

ASSIGNOR BLUE VISION HOLDINGS LTD.

Witness: _____

ASSIGNOR _____

Witness: GITIKA GOYAL

ASSIGNEE Sunny Goyal

Witness: _____

ASSIGNEE _____

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

(a copy of the Purchase Agreement attached)

SCHEDULE "B"

(a copy(ies) of any Additional Agreements attached)

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	Assignee (Individual/Corporate contact/ Trustee/Partner*)
Legal Name: _____	Legal Name: Sunny Goyal
Date of Birth: _____	Date of Birth: July 25, 1985
**SIN/ ITN/ TN: _____	**SIN/ ITN/ TN: 738 044 528
Citizenship (Nationality): _____	Citizenship (Nationality): Canadian
Principal Residence Address: _____	Principal Residence Address: 2488 West 33rd Avenue
City: _____ Province: _____	City: Vancouver Province: BC
Postal Code: _____ Country: _____	Postal Code: V6M 1C3 Country: Canada
Phone Number: _____	Phone Number: 604-306-5840
Email Address: _____	Email Address: internetguy@gmail.com
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name: BLUE VISION HOLDINGS LTD.	Name: _____
***Account Number : 84657 8433	***Account Number : _____
Residence under *Income Tax Act* (Canada): Canada	Residence under *Income Tax Act* (Canada): _____
Head Office Address: 2488 West 33rd Avenue	Head Office Address: _____
City: Vancouver Province: BC	City: _____ Province: _____
Postal Code: V6M 1C3 Country: Canada	Postal Code: _____ Country: _____
Phone Number: 604-306-5840	Phone Number: _____
Email Address: internetguy@gmail.com	Email Address: _____

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

CANADA)
)
PROVINCE OF)
)
BRITISH COLUMBIA)
)
)
)
)
)

IN THE MATTER OF the proposed assignment (the "**Proposed Assignment**") to Sunny Goyal (the "**Assignee**") of all or a portion of the interest in and to the offer to purchase and agreement of purchase and sale (the "**Purchase Agreement**") made as of the 4th day of September, 202 1, between **1076255 B.C. Ltd. and Lightstone Development Ltd.**, as vendor, and BLUE VISION HOLDINGS LTD., as purchaser, as such agreement may have been amended, in respect of proposed strata lot no. 22 (the "**Strata Lot**"), which is currently assigned suite no. 314, in the development known as "Chloe" to be constructed on lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia and presently legally described as: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

TO WIT:

I, SUNNY GOYAL, of the City of VANCOUVER, in the Province of British Columbia, do solemnly declare that:

1. I am the purchaser or one of the purchasers under the Purchase Agreement and the proposed assignor or one of the proposed assignors under the Proposed Assignment and as such have knowledge of the matters hereinafter declared.

2. I have agreed to assign and am assigning to the Assignee:

☑ all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have no right, title, benefit or interest, whether legal or beneficial, in the Purchase Agreement or the Strata Lot; or

☐ _____ [*percentage of interest assigned*] of all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have the percentage that is 100% less the above noted percentage of all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot.

3. The assignment contemplated within the Proposed Assignment is not an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) and is being undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a "tax benefit" as that term is defined within such Act. The only purpose(s) for the Proposed Assignment are those listed below: _____

_____

_____

_____

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of VANCOUVER, in the Province of British Columbia, this 16 day of FEBRUARY, 2023.

)
)
)
)
)
)
)
)

_____

A Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia

Sushant Raj
Notary Public for the Province of British Columbia, Canada

SUSHANT RAJ
NOTARY PUBLIC
FOR BRITISH COLUMBIA
202-2309 WEST 41ST AVENUE
VANCOUVER, B.C. V6M 2A3
604-263-9317

_____

SUNNY GOYAL

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Sunny Goyal **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SG	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Sunny Goyal (the "Purchaser") of Strata Lot #30 / Suite #314 in the development known as Chloé hereby acknowledge having received on the 18 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #24 / Suite #306 and has now been changed to Strata Lot #30 / Suite #314.

Purchaser

SG	

Initials

Date: March 18, 2024.

SG

(Purchaser) Sunny Goyal

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
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Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Sunny Goyal **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SG	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Sunny Goyal (the "Purchaser") of Strata Lot #30 / Suite #314 in the development known as Chloé hereby acknowledge having received on the 18 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #24 / Suite #306 and has now been changed to Strata Lot #30 / Suite #314.

Purchaser

SG	

Initials

Date: March 18, 2024.

SG

Sunny Goyal
(Purchaser)

(Purchaser)

SL No. _21___ Suite No. __315___

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: TANG, HUI

Occupation:

Address: 2406-5885 OLIVE AVE

City: BURNABY

Province: BC **Postal Code:** V5H 4N8

Tel: 7789687098 **Cell:**

Email: huishadowtang@gmail.com

Country of Residency: Canada ☒ **Other:**

Date of Birth: May 11, 1968

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. __21_____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __315_____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $ 1,800,000.00

a) a deposit (the "**First Deposit**") of $20,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 20% of the Purchase Price less the $20,000.00 payable on or before the date that is thirty (30) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $ 360,000.00

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [HT] ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

INITIALS

Purchaser	Purchaser	Vendor
HT		

SL No. __21_____ Suite No._315_____

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 10th day of October, 2023.

_____	_____ Seal
Witness	*Purchaser*:
_____	_____ Seal
Witness	*Purchaser*:

This Offer to Purchase is accepted by the Vendor this 12th day of October, 2023

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____	Per: _____
Authorized Signatory	Authorized Signatory
Per: _____	Per: _____
Authorized Signatory	Authorized Signatory

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Purchaser Purchaser Vendor

SL No. _21____ Suite No. __315___

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

DS Purchaser Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

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4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(d) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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SL No. _21____ Suite No. _315____

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by March 14, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between December 15, 2023 and March 14, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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Purchaser Purchaser Vendor

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

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Purchaser Purchaser Vendor

SL No. _21____ Suite No. _315____

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the **"Adjacent Development"**). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the

INITIALS

Purchaser Purchaser Vendor

Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

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Purchaser | Purchaser | Vendor

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor
DS		

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CHLOÉ
KERRISDALE

SL: 21
Suite: 315

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And TANG, HUI (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated Oct 10th, 20 23 with respect to the purchase and sale of Strata Lot # 21 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on OCT 3, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor agrees that the purchase price includes the following items:

1. Gaggenau 30" panel ready fridge
2. Bosch panel ready dishwasher
3. Gaggenau 30" Gas Cook Top
4. Broan Elite 30" Hood Fan
5. Blomberg Washer
6. Blomberg Dryer (Stacking Kit included)
7. Gaggenau 30" Combi Steam Oven
8. Danby countertop Wine Fridge
9. One full size (4'x6') storage locker
10. One regular sized parking stall with EV outlet and close to the elevator

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

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Blank Addendum

CHLOÉ
KERRISDALE

SL: 21
Suite: 315

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this ~~3RD~~ 10th day of OCT, 20 23.

Witness	Purchaser's Signature	Purchaser's Name
	DocuSigned by: [signature]	Hui Tang
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of _____, 20 _____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

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CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 21
Suite: 315

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and TANG, HUI (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser Dated Oct 10th, 2023 with respect to the purchase and sale of Strata Lot # 21 (the "**Strata Lot**") (Suite # 315) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on Oct 10th, 2023, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

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CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 21
Suite: 315

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this ~~3RD~~ 10th day of OCT., 20 23.

Witness	Purchaser's Signature	Purchaser's Name
	DocuSigned by:	TANG, HUI

Witness	Purchaser's Signature	Purchaser's Name

DATED this __ day of _____, 20 23__.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: F8148C89-45B6-4C5C-B195-9017E4620751

CHLOÉ
KERRISDALE

315

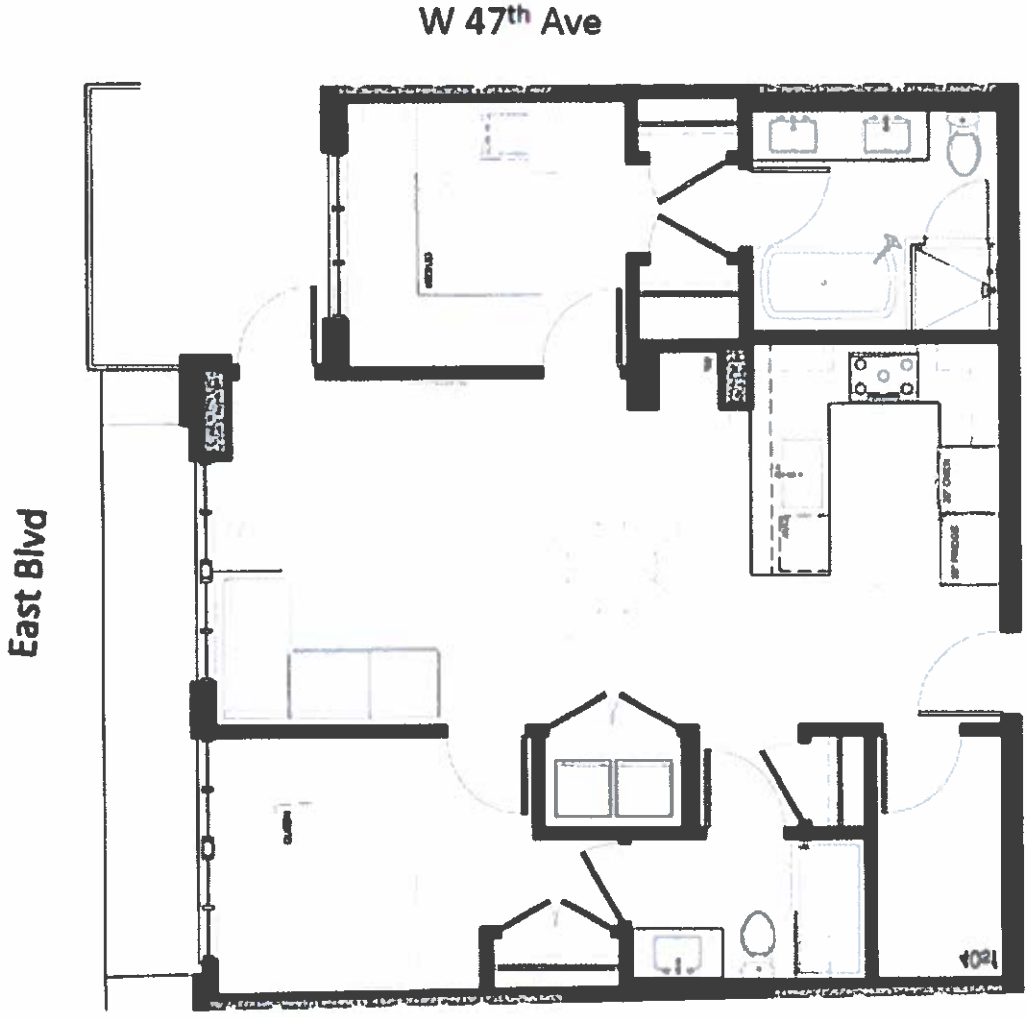
Plan Ca

2 Bedroom + Den

Interior: 934 sf

Exterior: 86 sf

Total: 1,020 sf



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SL No. _32____ Suite No. __316___

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6GS

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: _____

LEE, FIONA MELLALEEN

Occupation: EDUCATOR

Address: 4823 BAYTREE CRT

City: BURNABY

Province: BC **Postal Code:** V5G 4H1

Tel: (604) 230-9921 **Cell:** _____

Email: fionamlee19@gmail.com

Country of Residency: Canada ☒ **Other:** _____

Date of Birth: APRIL 19, 1961

Full Name: _____

_____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. _32_____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __316_____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $ 3,021,000.00

a) a deposit (the "**First Deposit**") equal to $1,500,000.00 payable within three (3) days after the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $ 1,500,000.00

(the First Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 The Purchaser represents, warrants and certifies to the Vendor that ***[initial one only]***:

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INITIALS

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a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (see Schedule "B" for details).

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*.**

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __2___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this _18TH____ day of _____MARCH_____, 20_24__.

_____ _____ Seal

Witness *Purchaser:*

_____ _____ Seal

Witness *Purchaser:*

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SL No 32 Suite No 316

This Offer to Purchase is accepted by the Vendor this 18th day of March, 2024.

1076255 B.C. LTD.

Per: DocuSigned by: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: DocuSigned by: _____
Authorized Signatory

Per: _____
Authorized Signatory

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SL No. 32 Suite No. 316

SCHEDULE "A"

1 AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2 DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3 DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

4 PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's

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written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

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Purchaser Purchaser Vendor

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(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8 CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not

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represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

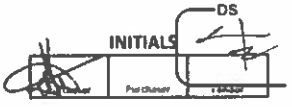
8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the **"Released Parties"**) from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the **"List"**). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the **"Service Facilities"**). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES



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10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11 ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

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(b) **"developer"** means the Vendor; and

(c) **"this purchase agreement"** means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

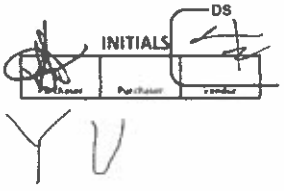
(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the **"Assignment Agreement"**) is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the **"Assignment Agreements"**);

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;



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(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12 MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

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i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the **"Adjacent Development"**). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or

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Purchaser Purchaser Vendor

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such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

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Purchaser Purchaser Vendor

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(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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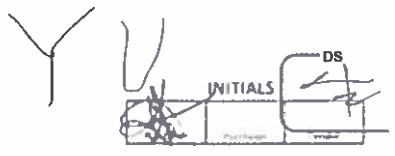
SL No. 32 Suite No. 316

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

(see attached)



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CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL 32
Suite 316

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and LEE, FIONA MELLALEEN (the "**Purchaser**")

Re Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser

Dated MARCH 18TH, 2024 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 316) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on MARCH 18TH, 2024, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

AGATE CRÈME

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

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CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL 32
Suite 316

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18TH day of MARCH, 2024.

Witness	Purchaser's Signature	LEE, FIONA MELLALEEN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 18TH day of MARCH, 2024.

1076255 B.C. LTD.

DocuSigned by:
Per: _____
244AE8424188941D...
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

DocuSigned by:
Per: _____
244AE8424188941D...
Authorized Signatory

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CHLOÉ
KERRISDALE

SL: 32
Suite: 316

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And LEE, FIONA MELLALEEN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated MARCH 18TH, 2024 with respect to the purchase and sale of Strata Lot # 32 (the "**Strata Lot**") (Suite # 316) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on MARCH 18, 2024, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and Buyer hereby agree to the following additional items are to be included at Vendor's cost

1. Wolf 30" Convection Steam Oven
2. Gaggenau full height wine fridge
3. One (1) larger size storage locker
4. Whole set of Interior funiture & lights
5. Two Side by side parking Stalls

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 32
Suite: 316

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18th day of MARCH, 20 24.

Witness	Purchaser's Signature	LEE, FIONA MELLALEEN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of _____, 20 ____.

1076255 B.C. LTD.

DocuSigned by:

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

DocuSigned by:

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of LEE, FIONA MELLALEEN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL 32
Suite 316

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO **CLARK WILSON LLP**

RE Strata Lot # 32 (the "**Strata Lot**") (Suite # 316) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this _____ day of _____, 20____.

Witness	Purchaser's Signature	LEE, FIONA MELLALEEN Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

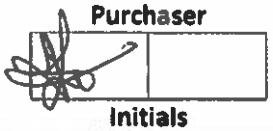
CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of LEE, FIONA MELLALEEN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser



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Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, LEE, FIONA MELLALEEN (the "Purchaser") of Suite # 32 / strata lot # 316 in the development known as Chloé hereby acknowledge having received on the 18TH day of MARCH, 2024, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: _____, 202___.

_____ (Purchaser)

_____ (Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of LEE, FIONA MELLALEEN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, LEE, FIONA MELLALEEN (the "Purchaser") of Suite # 32 / strata lot # 316 in the development known as Chloé hereby acknowledge having received on the 18TH day of MARCH, 2024, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: _____, 202___.

_____ (Purchaser)

_____ (Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of LEE, FIONA MELLALEEN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, LEE, FIONA MELLALEEN (the "Purchaser") of Suite # 32 / strata lot # 316 in the development known as Chloé hereby acknowledge having received on the 18TH day of MARCH, 2024, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: _____, 202___.

_____ (Purchaser)

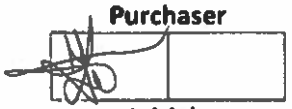
_____ (Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of LEE, FIONA MELLALEEN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**



Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, LEE, FIONA MELLALEEN (the "Purchaser") of Strata Lot #32 / Suite #316 in the development known as Chloé hereby acknowledge having received on the 18TH day of MARCH, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #22 / Suite #304 and has now been changed to Strata Lot #32 / Suite #316.

Purchaser Initials

Date: _____, 202___.

_____ (Purchaser)

_____ (Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yen Hung Chen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 21 day of September, 2021.

Witness	Purchaser's Signature	Yen Hung Chen Print Name
Witness	Purchaser's Signature	Print Name

SL No. 19 Suite No. 301

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Yen Hung Chen

Occupation: Dentist

Address: 2014 W 46th Ave

City: Vancouver

Province: BC **Postal Code:** V6M 2K9

Tel: (604) 961-2761 **Cell:**

Email: dryhchen@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Oct 28, 1954

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 19 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 301, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $1,578,900.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $73,945.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $78,945.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $78,945.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $78,945.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
		YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 21 day of September, 2021.

Witness	*Purchaser*: Yen Hung Chen Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 23 day of September, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser	Purchaser	Vendor
		YU

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

INITIALS

Purchaser	Purchaser	Vendor
		YU

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Purchaser	Purchaser	Vendor
		YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
		YU

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yen Hung Chen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 21, 2021 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Macdonald Realty Ltd (the "**Selling Brokerage**") and Alice Rei Ho PREC (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 21 day of September, 20 21.

Witness	Purchaser's Signature	Yen Hung Chen Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Yen Hung Chen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 21, 2021 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 21, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 21 day of September, 20 21.

Witness	Purchaser's Signature	Yen Hung Chen Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

ADDITIONAL BICYCLE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yen Hung Chen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 21, 2021 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 21, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional bicycle storage locker(s) (the "**Additional Bicycle Locker**") in the Development. The Vendor reserves the right to allocate the Additional Bicycle Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the bicycle lockers in the Development will vary in size, shape, and convenience of location.

The Additional Bicycle Locker(s) shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Bicycle Locker
Addendum

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 21 day of September, 20 21.

Witness	Purchaser's Signature	Yen Hung Chen Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

SL: 19
Suite: 301

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yen Hung Chen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 21, 2021 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 21, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $78,900.00 ~~$100,000.00~~ (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 21 day of September, 20 21.

Witness	Purchaser's Signature	Yen Hung Chen Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 23 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 19
Suite: 301

AGENT COMMISSION FORM

Date: September 21, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 19 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 19 Suite No. 301 within the Development.

INITIALS

Agent	Vendor

CHLOE
Agent Commission Form

SL: 19
Suite: 301

Net Purchase Price: ~~1,478,900.00~~ $1,500,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Alice Rei Ho PREC

Managing Brokerage: Macdonald Realty Ltd

Address: 2105 W 38th Ave, Vancouver, BC, V6M 1R8

Phone: (778) 919-6919 Fax: _____ Email: alice@alicereiho.com

Signed:

_____
Witness

Alice Rei Ho PREC
Purchaser's Agent Name

Purchaser's Agent Signature

_____
Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

Receipt from Avesdo

Receipt #1067-6983

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	September 21, 2021	VISA - 1478

SUMMARY

Reservation charge created for Suite. 301 SL. 19 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And YEN HUNG CHEN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept. 21, 20 21 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 12 day of January, 20 22

Purchaser(s) is/are paying a Deposit in the amount of $ 78,945 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank The Toronto-Dominion Bank

YEN HUNG CHEN
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank
2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

1005153

Purchaser YEN HUNG CHEN

DATE 2022-01-12
YYYYMMDD

Transit-Serial No. 47-01005153

Pay to the Order of CLARK WILSON LLP, IN TRUST

$ *****78,945.00

SEVENTY EIGHT THOUSAND NINE HUNDRED FORTY FIVE*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

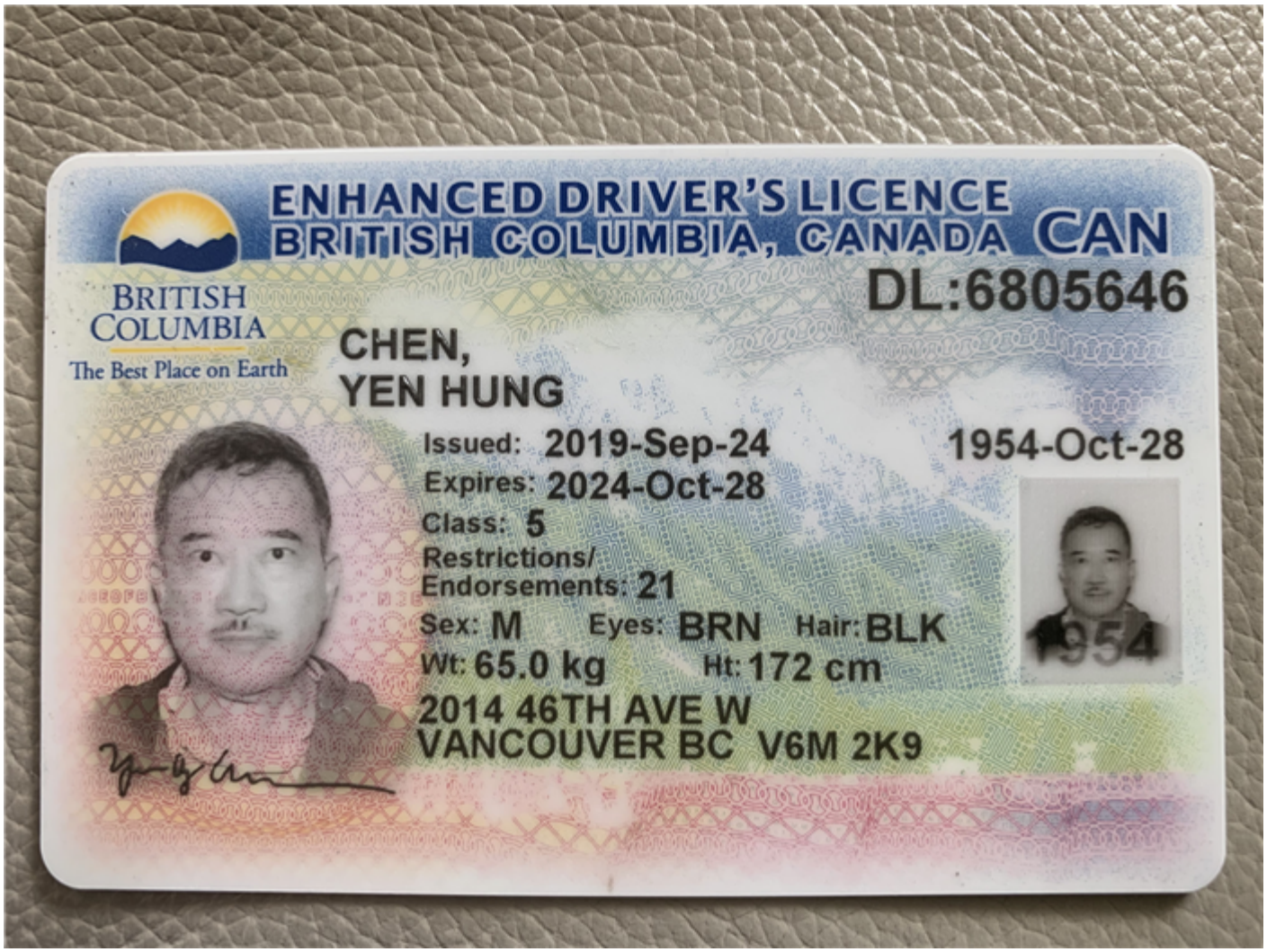
Authorized Officer

Countersigned

Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈01005153⑈ ⑆09612⑉004⑆ ⑉3808⑈


ENHANCED DRIVER'S LICENCE
BRITISH COLUMBIA, CANADA CAN
DL:6805646
BRITISH COLUMBIA
The Best Place on Earth
CHEN,
YEN HUNG
Issued: 2019-Sep-24
Expires: 2024-Oct-28
Class: 5
Restrictions/
Endorsements: 21
Sex: M Eyes: BRN Hair: BLK
Wt: 65.0 kg Ht: 172 cm
2014 46TH AVE W
VANCOUVER BC V6M 2K9
1954-Oct-28

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 301 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Alice Rei Ho PREC / Macdonald Realty Ltd
Date Information Verified/Credit File Consulted: Sep 21, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Yen Hung Chen
2. Address: 2014 W 46th Ave Vancouver BC V6M 2K9
3. Date of Birth: October 28, 1954
4. Nature of Principal Business or Occupation: Dentist

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 6805646
3. Issuing Jurisdiction: BC **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: October 28, 2024
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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The REALTOR® trademark is controlled by CREA. © 2014-2021.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yen Hung Chen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated September 21, 2021 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 30 day of September, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 73945 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank _____

Yen Hung Chen
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank
2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

1004024

Purchaser YEN HUNG CHEN

DATE 2021-09-29
YYYYMMDD

Transit-Serial No. 47-01004024

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****73,945.00

SEVENTY THREE THOUSAND NINE HUNDRED FORTY FIVE*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

21389
Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈01004024⑈ ⑆09612⑈004⑆ ⑈3808⑈

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 19
Suite: 301

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Yen Hung Chen (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept. 21, 2021 with respect to the purchase and sale of Strata Lot # 19 (the "**Strata Lot**") (Suite # 301) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 12 day of January, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 78,945 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank The Toronto-Dominion Bank

Yen Hung Chen
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I. _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank
2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

1005153

Purchaser YEN HUNG CHEN

DATE 2022-01-12
YYYYMMDD

Transit-Serial No. 47-01005153

~~Pay to the~~ Order of CLARK WILSON LLP, IN TRUST

$ *****78,945.00

SEVENTY EIGHT THOUSAND NINE HUNDRED FORTY FIVE*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

Authorized Officer

Number

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Countersigned

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈01005153⑈ ⑆09612⑈004⑆ ⑈3808⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: _19_____
Suite: _301_____

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☑ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And ____Yen Hung Chen_____ (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated ___Sept. 21_____, 2021_ with respect to the purchase and sale of Strata Lot # __19__ (the "**Strata Lot**") (Suite # 301_____) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this _20_____ day of ____June_____, 2022 ____.

Purchaser(s) is/are paying a Deposit in the amount of $ ___78,945_____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank ____The Toronto-Dominion Bank_____

Yen Hung Chen
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

10358 (0521)

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The Toronto-Dominion Bank

511 WEST 41 AVENUE VANCOUVER, BC V5Z 2M7

3782479

Purchaser YEN HUNG CHEN

DATE 2022-06-17
YYYYMMDD

Transit-Serial No. 34-03782479

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****78,945.00

SEVENTY EIGHT THOUSAND NINE HUNDRED FORTY FIVE*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

2066
Number

Countersigned

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈03782479⑈ ⑆09612⑈004⑆ ⑈3808⑈

CHLOE
Deposit Receipt

SL: 17 (previously 19)
Suite: 319 (previously 301)

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And YEN HUNG CHEN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Sept 21, 2021 with respect to the purchase and sale of Strata Lot # 17 (the "**Strata Lot**") (Suite # 319) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 12th day of December, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 78,954 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

10358 (0521)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank
2198 41ST AVENUE WEST VANCOUVER, BC V6M 1Z1

5233789

YEN HUNG CHEN
Purchaser _____ DATE 2022-12-12
YYYY/MM/DD

Transit-Serial No. 47-05233789

Pay to the Order of CLARK WILSON LLP IN TRUST

$ *****78,954.00

SEVENTY EIGHT THOUSAND NINE HUNDRED FIFTY FOUR*******00/100 Canadian Dollars

Authorized signature required for amounts over CAD $5,000.00

Re Chloe - SL 17 unit 319 - 4th Deposit

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer _____
Countersigned _____

Number 2352

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

⑈05233789⑈ ⑆09612⑈004⑆ ⑈3808⑈

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yen Hung Chen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yen Hung Chen (the "Purchaser") of Suite # 301 / strata lot # 19 in the development known as Chloé hereby acknowledge having received on the 20 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 20, 2021.

(Purchaser) Yen Hung Chen

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yen Hung Chen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

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CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yen Hung Chen (the "Purchaser") of Suite # 301 / strata lot # 19 in the development known as Chloé hereby acknowledge having received on the 14 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 14, 2022.

(Purchaser) Yen Hung Chen

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service: Business Address:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5** 101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yen Hung Chen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yen Hung Chen (the "Purchaser") of Suite # 301 / strata lot # 19 in the development known as Chloé hereby acknowledge having received on the 30 day of October, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: October 30, 2022.

(Purchaser) Yen Hung Chen

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Yen Hung Chen **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Yen Hung Chen (the "Purchaser") of Strata Lot #35 / Suite #319 in the development known as Chloé hereby acknowledge having received on the 07 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #19 / Suite #301 and has now been changed to Strata Lot #35 / Suite #319.

Purchaser

Initials

Date: March 07, 2024.

(Purchaser) Yen Hung Chen

(Purchaser)

CHLOE

ASSIGNMENT AGREEMENT – ADDING PURCHASER

THIS ASSIGNMENT made effective the 30th day of April, 2024.

Vendor:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Vendor's Solicitors:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

Full Name: YEN HUNG CHEN
Occupation: DENTIST
Country of Residence: CANADA
ID # (Driver's license, Passport): 6805646 (DL)
Address: 2014 W 46TH AVE
City: VANCOUVER
Province: BC **Postal Code:** V6M 2K9
Tel: 604-961-2761 **Bus:**
Fax:
Email: dryhchen@gmail.com
(the "**Assignor**")

Full Name: ~~LIPIN CHEN~~ LP LI-PIN CHEN
Occupation: Accountant
Country of Residence: CANADA
ID # (Driver's license, Passport): 7321145 (DL)
Address: 2014 W 46TH AVE
City: VANCOUVER
Province: BC **Postal Code:** V6M 2K9
Tel: 604-808-6457 **Bus:**
Fax:
Email: lipinchen1234@gmail.com
(the "**Assignee**")

WHEREAS:

A. Pursuant to an Offer to Purchase and Agreement of Purchase and Sale made on September 21, 2021 (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 35 (Formerly 19) (the "**Strata Lot**"), and which is or will be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, in the development (the "**Development**") known as or to be known as "Chloe" on a portion of lands presently legally described as Parcel Identifier:031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**").

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $315,780.00 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee a portion of all of its right, title, and interest in and to the Purchase Agreement, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 14 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under subparagraph 11.5 of Schedule "A" to the Purchase Agreement.

E. The Assignor wishes to release 1076255 B.C. Ltd., Lightstone Development Ltd., Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company from certain claims or proceedings more particularly described herein.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee a portion of all of its right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot, including the Deposit and any interest earned thereon.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to strictly perform and observe, with the Assignor, all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as a purchaser under the Purchase Agreement, and the Assignor and Assignee acknowledge and agree that all obligations of the Assignor and Assignee under the Purchase Agreement, each as purchaser, will be joint and several.

4. ASSIGNMENT FEES

(a) Assignment Fee payable by the Assignor to the Vendor

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $ 500.00 plus GST and any other applicable value-added or sales tax, on such amount (the "**Vendor Assignment Fee**").

(b) Assignment Fee payable by the Assignee to the Assignor

In addition to the Assignee's reimbursement to the Assignor of the Deposit, the Assignee agrees to pay the Assignor $_____within _____ days(s) following the execution and delivery of this Agreement.

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 14 herein, including, without limitation, receipt of the Vendor Assignment Fee and any statutory declaration requested by the Vendor in accordance with this Assignment, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign a portion of all of its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) the Assignor is not in breach of any of its obligations under the Purchase Agreement.

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia);

(h) the information collected and recorded in Schedule "C" Information of Assignor and Assignee attached hereto is true and accurate;

(i) upon completion of the assignment contemplated herein, the Assignor's legal and beneficial interest in and to the Purchase Agreement and Strata Lot will be reduced by the portion of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot assigned to the Assignee pursuant to the terms of this Assignment; and

(j) the Assignee is not a "non-Canadian" within the meaning of the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (the "**Prohibition Act**"), a copy of which is enclosed as Schedule "D" to this Agreement, or if the Assignee consists of two, one of them is a "non-Canadian" within the meaning of the Prohibition Act, and the other is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the Prohibition Act, or the Assignee is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a), (b) or (d) of the Prohibition Act.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

The Assignor acknowledges and agrees that notwithstanding the assignment of a portion of the Assignor's interest in the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be fully bound by and liable for all of the purchaser's obligations under the Purchase Agreement, which obligations, with the obligations of the Assignee as a purchaser under the Purchase Agreement, will be joint and several.

8. ASSIGNEE'S ACKNOWLEDGEMENT

The Assignee acknowledges and agrees that, in accordance with the Prohibition Act, the Assignee is not entitled to enter into this Agreement if the Assignee does not meet one of the requirements set out in paragraph 6(j). Paragraph 6(j) is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date (as defined in the Purchase Agreement), the Assignee does not meet or no longer meets the requirements set out in paragraph 6(j), the Assignee must notify the Vendor immediately, and the Assignee acknowledges that such noncompliance shall be deemed to be a fundamental breach of both this Agreement and the Purchase Agreement by the Assignee and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate the Purchase Agreement upon providing written notice of same to the Assignee.

The Assignee will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "**Statutory Declaration**"), certifying that the representations set out in paragraph 6(j) of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the Prohibition Act.

9. CONDO AND STRATA ASSIGNMENT INTEGRITY REGISTRY

The Assignor and the Assignee acknowledge and agree that:

(a) the Vendor is required to collect from each of the Assignor and the Assignee all information and records prescribed by the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**") and any regulations thereto which may include, without limitation, personal information:

(i) respecting the identity of the Assignor and the Assignee;

(ii) respecting the citizenship and place of residency of the Assignor and the Assignee;

(iii) respecting contact and business information of the Assignor and the Assignee;

(iv) respecting the terms of this Assignment and any Additional Agreements; and

(v) such additional information and records required by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under REDMA or any regulations thereto (collectively, the "**Administrators**"),

(collectively, the "**Prescribed Information**").

(b) The Vendor hereby gives notice to the Assignor and the Assignee that information and records collected by the Vendor, including, without limitation, any Prescribed Information collected, must be reported by the Vendor to the applicable Administrator, and that such information and records, including without limitation, any Prescribed Information collected, may only be used or disclosed by the Province for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

(c) The Assignor and Assignee will provide to the Vendor the Prescribed Information and such other information and records as may be required by the Vendor from time to time, in its sole discretion.

(d) The Vendor will keep an executed copy or copies of this Assignment and/or any of the Additional Agreements in the manner and for the period prescribed by REDMA and any regulations thereto.

(e) The Vendor will comply with any applicable filing, disclosure, or reporting requirements in respect of the assignment contemplated herein and any assignment contemplated within any Additional Agreement, including, without limitation, the requirements outlined above in this paragraph 9 and any other requirements imposed by REDMA and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and the Assignor and the Assignee hereby authorize the Vendor to comply with such requirements. Without limiting the foregoing, and for clarity, the Assignor and the Assignee hereby authorize the Vendor to, if required by law, file with any Administrators, in the form and manner required by such Administrators and as required by law, the Prescribed Information and if required by such Administrators, this Assignment and/ or any Additional Agreements.

(f) The Vendor has provided the Assignor and the Assignee with notice that:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.".

10. DEPOSIT PROTECTION CONTRACT

The Assignor and the Assignee acknowledge and agree that the Vendor has entered into a Deposit Protection Contract (as defined in REDMA) and that the Vendor's Solicitors have from time to time paid deposit funds (although not necessarily all or a portion of the Deposit) to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from Aviva Insurance Company of Canada, Liberty Mutual Insurance Company, and Intact Insurance Company (collectively, the "**Deposit Protection Insurer**"). To the extent that the Deposit or a portion thereof has been paid to the Vendor pursuant to the Deposit Protection Contract, the Assignor and the Assignee each acknowledges that the Vendor may use the Deposit or a portion thereof, as applicable, for purposes related to the Development, including, without limitation, the construction and marketing of the Development in accordance with the provisions of REDMA). In addition, as a result of the Vendor having entered into a Deposit Protection Contract, from and as of the date of the Deposit Protection Contract:

(a) the Assignor will not make or pursue any claims or proceedings against the Deposit Protection Insurer and any party acting as escrow agent or Vendor's Solicitors with respect to the Purchase Agreement, the Strata Lot or the Deposit;

(b) the Assignor quitclaims and releases absolutely the Deposit Protection Insurer and each of its heirs, executors, administrators, successors and assigns and Vendor's Solicitors from any and all liabilities, obligations, promises and covenants of the Assignor in respect of the Purchase Agreement, the Strata Lot and the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;

(c) the Assignor and the Assignee acknowledge and agree that the benefit of the Deposit Protection Contract as it relates to the Deposit is assigned from the Assignor to the Assignee concurrently with this Assignment and, upon notification of the assignment contemplated herein, the Vendor will ask Westmount West Services Inc. (The "Agent"), as agent for the Deposit Protection Insurer, that the records of the Deposit Protection Insurer is amended so that the insured benefit under the Deposit Protection Contract as it relates to the Deposit is transferred from the Assignor to the Assignee;

(d) the Assignor and the Assignee will execute and deliver such other documentation that the Deposit Protection Insurer may require from time to time with respect to the Deposit and the Deposit Protection Contract; and

(e) the Assignor and the Assignee expressly acknowledge and agree that the Agent or the Deposit Protection Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph 10 notwithstanding that the Agent and the Deposit Protection Insurer are not a party to this Assignment.

11. DISCLOSURE STATEMENT

The Assignee acknowledges that the Assignee has received a copy of the Disclosure Statement and has been given a reasonable opportunity to read the Disclosure Statement prior to entering into this Assignment. The execution by the Assignee of this Assignment will constitute: a confirmation of the Assignee's receipt of the Disclosure Statement; and an acknowledgment by the Assignee that it had an opportunity to read the Disclosure Statement prior to entering into this Assignment. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation. The Assignee acknowledges that the Vendor may alter the Strata Lot and the Development as provided for in the Purchase Agreement and/or the Disclosure Statement prior to the Completion Date, and the Assignee assumes all risk with respect to such changes. Without in any way limiting Section 12.6 of the Purchase Agreement, the Assignee acknowledges and agrees that the Disclosure Statement and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Assignee by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes.

12. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this

Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

13. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that if the assignment contemplated herein occurs, the Assignor's legal and beneficial interest in the Purchase Agreement and Strata Lot will be the percentage that is 100% less the percentage of the legal and beneficial interest in and to the Purchase Agreement and Strata Lot and/or Purchase Agreement assigned to the Assignee pursuant to the terms of this Assignment.

14. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Vendor Assignment Fee;

(b) all Prescribed information including the information collected in Schedule "C";

(c) any statutory declaration requested in accordance with this Assignment; and

(d) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

15. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

(i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

(ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

16. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

17. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

18. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

19. TIME

Time will be of the essence of this Assignment.

20. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by email, facsimile transmission or other form of electronic communication capable of producing a printed copy.

21. ELECTRONIC EXECUTION

This Assignment may be executed by means of electronic signatures in accordance with the *Electronic Transactions Act* (British Columbia).

INTENDING TO BE LEGALLY BOUND, the Vendor, Assignor and Assignee have signed and entered into this Assignment Agreement as of the date immediately below.

Dated: May 03, 2004.

Witness: HER MEI CHENG

YEN HUNG CHEN
ASSIGNOR

Witness: _____

_____
ASSIGNOR

Witness: HER MEI CHENG

_____
ASSIGNEE

Witness: _____

Lipin Chen
ASSIGNEE

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

(a copy of the Purchase Agreement attached)

SCHEDULE "B"

(a copy(ies) of any Additional Agreements attached)

SCHEDULE "C"

Information of Assignor and Assignee

Assignor (Individual/Corporate contact/ Trustee /Partner*)	**Assignee (Individual/Corporate contact/ Trustee/Partner*)**
Legal Name: YEN HUNG CHEN	Legal Name: ~~LIPIN CHEN~~ LI-PIN CHEN
Date of Birth: OCT 28, 1954	Date of Birth: JUN 28, 1968
**SIN/ ITN/ TN: 734 178 403	**SIN/ ITN/ TN: 738 224 971
Citizenship (Nationality): Canada	Citizenship (Nationality): Canada
Principal Residence Address: 2014 W 46TH AVE	Principal Residence Address: 2014 W 46TH AVE
City: VANCOUVER Province: BC	City: VANCOUVER Province: BC
Postal Code: V6M 2K9 Country: CANADA	Postal Code: V6M 2K9 Country: CANADA
Phone Number: 604-961-2761	Phone Number: 604-808-6457
Email Address: dryhchen@gmail.com	Email Address: lipinchen1234@gmail.com
Assignor (Corporation/Trust/Partnership)	**Assignee (Corporation/Trust/Partnership)**
Name:	Name:
***Account Number :	***Account Number :
Residence under *Income Tax Act* (Canada):	Residence under *Income Tax Act* (Canada):
Head Office Address:	Head Office Address:
City: Province:	City: Province:
Postal Code: Country:	Postal Code: Country:
Phone Number:	Phone Number:
Email Address:	Email Address:

*If the partnership does not have a partnership business account number, please fill out information on each of the partners or on an individual who can be contacted on behalf of the partnership.

**(SIN) Social Insurance Number for Canadians or Permanent Residents/ (ITN) Individual Tax Number for non-residents if one has been assigned by Canada Revenue Agency/ (TN) Tax Number of individual assigned by the foreign country or state of which the individual is a citizen.

***9-digit business number, 8-digit trust account number or 8-digit partnership account number

SCHEDULE "D"
Prohibition On The Purchase Of Residential Property By Non-Canadians Act

[see attached]

BRITISH COLUMBIA

Vital Statistics Agency

IMPORTANT DOCUMENT

20241527136 (M)

Work : (604) 808–6457

This certificate is a valuable legal document. Please keep it in a secure place.

LI–PIN CHEN
2014 WEST 46TH AVE
VANCOUVER BC V6M 2K9

ERRORS OR OMISSIONS MUST BE REPORTED DIRECTLY TO THE VITAL STATISTICS AGENCY WITHIN 90 DAYS OF ISSUE.

THIS CERTIFICATE IS INVALID IF PLASTICIZED OR ALTERED

CANADA
BRITISH COLUMBIA

CERTIFICATE OF MARRIAGE

PROVINCE OF BRITISH COLUMBIA
Vital Statistics Agency

74138724

This is to certify that the following is an extract from the registration of the marriage record on file with the Vital Statistics Agency, Victoria, British Columbia:

Name	YEN HUNG CHEN	Sex	MALE
Place of Birth	TAIWAN	Date of Birth	OCT 28, 1954
Name	LI–PIN CHEN	Sex	FEMALE
Place of Birth	TAIWAN	Date of Birth	JUN 28, 1968
Date of Marriage	AUG 17, 1998		
Place of Marriage	VANCOUVER		
Registration Date	AUG 17, 1998	Registration No.	1998–59–011181

Given under my hand at Victoria, British Columbia
this 02 day of APR 2024

Jack Shewchuk
Registrar General
Vital Statistics Agency

VSA 436L (14/08)

BRITISH COLUMBIA

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BRITISH COLUMBIA)
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IN THE MATTER OF the proposed assignment (the "**Proposed Assignment**") to LI-PIN CHEN (the "**Assignee**") of all or a portion of the interest in and to the offer to purchase and agreement of purchase and sale (the "**Purchase Agreement**") made as of the 21st day of September, 2021, between **1076255 B.C. Ltd. and Lightstone Development Ltd.**, as vendor, and YEN HUNG CHEN, as purchaser, as such agreement may have been amended, in respect of proposed strata lot no. 35 (Formerly 19) (the "**Strata Lot**"), which is currently assigned suite no. 319, in the development known as "Chloe" to be constructed on lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia and presently legally described as: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

TO WIT:

I, YEN HUNG CHEN of the City of Vancouver, in the Province of British Columbia, do solemnly declare that:

1. I am the purchaser or one of the purchasers under the Purchase Agreement and the proposed assignor or one of the proposed assignors under the Proposed Assignment and as such have knowledge of the matters hereinafter declared.

2. I have agreed to assign and am assigning to the Assignee:

☐ all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have no right, title, benefit or interest, whether legal or beneficial, in the Purchase Agreement or the Strata Lot; or

☒ 50% [*percentage of interest assigned*] of all of my beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I will have the percentage that is 100% less the above noted percentage of all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot.

3. The assignment contemplated within the Proposed Assignment is not an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) and is being undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a "tax benefit" as that term is defined within such Act. The only purpose(s) for the Proposed Assignment are those listed below: ADDING THE SPOUSE AS THE JOINT OWNER OF THE PROPERTY

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of Vancouver, in the Province of British Columbia, this 3rd day of JUNE 2024

A Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia

SUSAN ANN TONG
NOTARY PUBLIC
#202 - 5701 GRANVILLE ST.
VANCOUVER, B.C. V6M 4J7
TEL: 604-689-8248 FAX: 604-684-2008

YEN HUNG CHEN

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CANADA)
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BRITISH COLUMBIA)
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IN THE MATTER OF the proposed assignment (the "**Proposed Assignment**") to LI-PIN CHEN (the "**Assignee**") of all or a portion of the interest in and to the offer to purchase and agreement of purchase and sale (the "**Purchase Agreement**") made as of the 21st day of September, 2021, between **1076255 B.C. Ltd. and Lightstone Development Ltd.**, as vendor, and YEN HUNG CHEN, as purchaser, as such agreement may have been amended, in respect of proposed strata lot no. 35 (Formerly 19) (the "**Strata Lot**"), which is currently assigned suite no. 319 in the development known as "Chloe" to be constructed on lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia and presently legally described as: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

TO WIT:

I, LI-PIN CHEN, of the City of Vancouver, in the Province of British Columbia, do solemnly declare that:

1. I am the Assignee or one of the assignees under the Proposed Assignment and as such have knowledge of the matters hereinafter declared.

2. The assignor under the Proposed Assignment (the "**Assignor**") has agreed to assign to me along with any other assignee under the Proposed Assignment, if applicable:

☐ all of the Assignor's beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I, along with any other assignee under the Proposed Assignment, if applicable, will have all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot; or

☒ 50 [*percentage of interest assigned*] of all of the Assignor's beneficial and legal right, title, benefit and interest in and to the Purchase Agreement and the Strata Lot as contemplated in the Proposed Assignment and upon the completion of the assignment of the Purchase Agreement as contemplated within the Proposed Assignment, I, along with any other assignee under the Proposed Assignment, if applicable, will have 50% [*percentage of interest of Assignee(s) in Purchase Agreement and Strata Lot after Proposed Assignment*] of all of the right, title, benefit and interest, whether legal or beneficial, in and to the Purchase Agreement and the Strata Lot.

3. The assignment contemplated within the Proposed Assignment is not an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) and is being undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a "tax benefit" as that term is defined within such Act. The only purpose(s) for the Proposed Assignment are those listed below:

ADDING THE SPOUSE AS THE JOINT OWNER OF THE PROPERTY,

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of VANCOUVER, in the Province of British Columbia, this 3rd day of JUNE, 2024

A Notary Public in and for the Province of British Columbia
A Commissioner for taking Affidavits for British Columbia

SUSAN ANN TONG
NOTARY PUBLIC
#202 - 5701 GRANVILLE ST.
VANCOUVER, B.C. V6M 4J7
TEL: 604-689-8248 FAX: 604-684-2009

LI-PIN CHEN

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Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of ~~LI-PIN CHEN~~ LI-PIN CHEN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LP

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 35
Suite: 319

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 35 (the "**Strata Lot**") (Suite # 319) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 3rd day of May, 20 24.

Witness	Purchaser's Signature	Print Name
HER MEI CHENG	Lipin Chen	~~LIPIN CHEN~~ LI-PIN CHEN LP
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of ~~LIPIN CHEN~~ LI-PIN CHEN [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

LP	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, ~~LIPIN CHEN~~ LI-PIN CHEN (the "Purchaser") of Suite #319 / strata lot #35 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: _____, 202___.

Lipin Chen
_____
(Purchaser)

_____
(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of ~~LIPIN CHEN~~ LI-PIN CHEN [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

LP	

Initials

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CHLOÉ

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, ~~LIPIN CHEN~~ LI-PIN CHEN LP (the "Purchaser") of Suite #319 / strata lot #35 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: _____, 202___.

Lipin Chen
(Purchaser)

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of ~~LIPIN CHEN~~ LI-PIN CHEN [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

LP	

Initials

Disclaimer

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CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, ~~LIPIN CHEN~~ LI-PIN CHEN LP (the "Purchaser") of Suite #319 / strata lot #35 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: _____, 202___.

Lipin Chen
(Purchaser)

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of ~~LI-PIN CHEN~~ LI-PIN CHEN [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

LP	

Initials

Disclaimer

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CHLOÉ

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, ~~LI-PIN CHEN~~ LI-PIN CHEN LP (the "Purchaser") of Strata Lot #35 / Suite #319 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #19 / Suite #301 and has now been changed to Strata Lot #35 / Suite #319.

Purchaser	
LP	
Initials	

Date: _____, 202___.

Lipin Chen
_____
(Purchaser)

_____
(Purchaser)

DRIVER'S LICENCE and SERVICES CARD

British Columbia CAN

DL:7321145

CHEN,
LI-PIN

DOB: 1968-Jun-28

2014 46TH AVE W
VANCOUVER BC V6M 2K9

Issued: 2022-May-05
Expires: 2027-Jun-28
Rest/ End: NONE

Class: 5 Sex: F
Wt: 57 kg Ht: 163 cm
Eyes: BRN Hair: BLK

BRITISH COLUMBIA

1968-Jun-28

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: Chloe - Unit 319 SL 35

Sales Representative/Broker Name: Alice Rei Ho PREC - Macdonald Realty
Date Information Verified/Credit File Consulted: May 4, 2024

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Li-Pin CHEN
2. Address: 2014 W. 46th Avenue, Vancouver BC V6M 2K9
3. Date of Birth: 1968-June-28
4. Nature of Principal Business or Occupation: Accountant

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's License
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 7321145
3. Issuing Jurisdiction: BC **Country:** Canada
(insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: 2027-Jun-28
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)***:** . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)***:** . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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Politically Exposed Person/Head of International Organization Checklist/Record

Follow the instructions below and complete questions as indicated. Try to answer all applicable questions as per your brokerage's policies and procedures. Please see brokerage's Compliance Officer if you have questions about when to complete this form.

1. Name of individual under review: . . . . . .

2A. Determine whether the individual is any of the following. Check all relevant boxes:

- ☐ Politically exposed foreign person (foreign PEP) or family member/close associate of one
- ☐ Politically exposed domestic person (domestic PEP) or family member/close associate of one
- ☐ Head of an international organization (HIO) or family member/close associate of one
- ☒ None of the Above

2B. Indicate how you made this determination:

- ☒ Asked individual
- ☐ Internet search
- ☐ Consulting a commercial PEP/HIO database that the agent's brokerage has subscribed to
- ☐ Other, explain: . . . . . .

3. Indicate the date when the determination above was made: . . . . . .

If you selected None of the Above, there is no need to proceed further. Otherwise, proceed to step 4.

4. Position held by PEP or HIO or their family member/close associate: . . . . . .

5. Name of organization in which position is held: . . . . . .

6. Complete this question for clients. If you are not dealing with a client, proceed to step 7.

A. If domestic PEP/HIO:

Is client high risk according to brokerage policies and procedures? ☐ Yes ☐ No
If no, no further action required.
If yes, proceed to 6B.

B. If foreign PEP, or a high-risk domestic PEP/HIO, or a family member/close associate of one, indicate:

A. Source of the individual's wealth: . . . . . .
. . . . . .

B. Verified that enhanced measures taken as per brokerage policies and procedures. Check this box when completed: ☐

If individual also provided $100,000 in cash or virtual currency, proceed to step 7. Otherwise, there is no need to proceed further.

7. If $100,000 in cash or virtual currency has been received from this individual, complete this question.

A. If individual is domestic PEP/HIO, or family member/close associate of one:

Is individual high risk according to brokerage policies and procedures? ☐ Yes ☐ No
If no, no further action required.
If yes, proceed to 7B.

B. If foreign PEP, or a high-risk domestic PEP/HIO, or a family member/close associate of one, indicate:

i. Source of cash or virtual currency: . . . . . .
ii. Source of the individual's wealth: . . . . . .
iii. Name of senior management that has reviewed transaction: . . . . . .
iv. Date that senior management reviewed transaction: . . . . . .

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Politically Exposed Person/Head of International Organization Checklist/Record

Definitions:

- "Politically exposed foreign person" (foreign PEP): an individual holding one of the following offices in or on behalf of a foreign state:
  - o head of state or head of government member of the executive council of government or member of a legislature; deputy minister or equivalent rank; ambassador, or attaché or counsellor of an ambassador; military officer with a rank of general or above; president of a state-owned company or a state-owned bank; head of a government agency; judge of a supreme court, constitutional court or other court of last resort; or leader or president of a political party represented in a legislature.
- "Politically exposed domestic person" (domestic PEP): an individual who holds or has held within the last 5 years one of the following specific office or positions in or on behalf of the Canadian federal government, a Canadian provincial (or territorial) government, or a Canadian municipal government:
  - o Governor General, lieutenant governor or head of government; member of the Senate or House of Commons or member of a legislature; deputy minister or equivalent rank; ambassador, or attaché or counsellor of an ambassador; military officer with a rank of general or above; president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province; head of a government agency; judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada; leader or president of a political party represented in a legislature; or mayor.
- "Head of an international organization" (HIO): an individual who currently holds or has held within the last 5 years the specific office or position of head of an international organization and the international organization that they head or were head of is either:
  - o an international organization established by the governments of states; or
  - o an institution established by an international organization.
- "Family member": a spouse or common law partner, biological or adoptive child, mother or father, mother or father of spouse or common law partner, or sibling.
- "Close associate": a person who is closely connected to a PEP or HIO for personal or business reasons. For example, they are in a romantic relationship with a PEP/HIO or are business partners with a PEP or HIO. FINTRAC Guidance includes additional examples.

For more information see Compliance Officer or FINTRAC Guidance *Politically exposed persons and heads of international organizations guidance for non-account-based reporting entity sectors and Politically exposed persons and heads of international organizations guidance.*

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Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Chun Zhu Liu **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

DS **Purchaser**

CZL

Initials

Disclaimer

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CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20____.

DocuSigned by: 386A7710414447C...	DocuSigned by: Chun Zhu Liu 5F09678726D74AD...	Chun Zhu Liu
Witness	Purchaser's Signature	Print Name
Witness	Purchaser's Signature	Print Name

SL No. 38 Suite No. 401

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Chun Zhu Liu

Occupation: Home maker

Address: 3178 23rd ave West

City: Vancouver

Province: BC **Postal Code:** V6L 1P6

Tel: (604) 779-0139 **Cell:**

Email: [redacted] Chzhliu@hotmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Apr 27, 1974

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 38 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 401, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 PURCHASE PRICE AND DEPOSITS

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,728,900.00

a) a deposit (the "**First Deposit**") of ~~$5,000.00~~ $ 25,000 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the ~~$5,000.00~~ $ 25,000 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $ 111,445 ~~$136,445.00~~

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $136,445.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $136,445.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $136,445.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser Purchaser Vendor

SL No. 38 Suite No. 401

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	~~[g]~~	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto. DS CZL

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 (Two) parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of 6/12/2021 | 2:32:27 下午 PDT 20__.

DocuSigned by: 386A7710414447C...
Witness

DocuSigned by: Chun Zhu Liu 5F09678776D74AD...
Purchaser: Chun Zhu Liu Seal

Witness

Purchaser: Seal

This Offer to Purchase is accepted by the Vendor this 12 day of June, 2021

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

DS CZL INITIALS
Purchaser | Purchaser | Vendor

SL No. 38 Suite No. 401

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

DS Purchaser Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

DS Purchaser Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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Purchaser	Purchaser	Vendor

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser

Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Multiple Realty LTD (the "**Selling Brokerage**") and Jing Cao PREC (the "**Purchaser's Agent**"); or

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(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

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The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20 ____.

DocuSigned by: Witness	DocuSigned by: Purchaser's Signature	Chun Zhu Liu Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 12 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20___.

DocuSigned by: 386A7710414447C...	DocuSigned by: Chun Zhu Liu 5E0[illegible]D...	Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 12 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

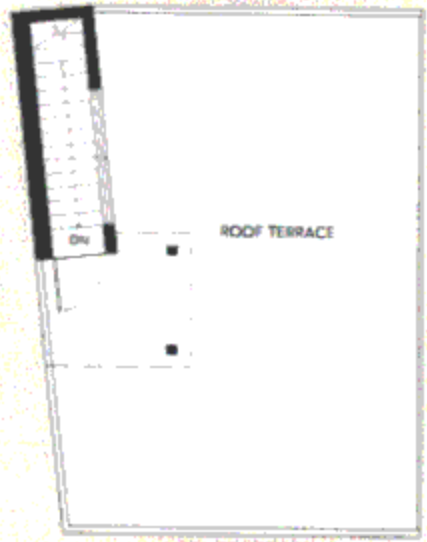
KERRISDALE

PLAN C3

2 Bedroom + Den

Interior:	1,294 sf
Balcony:	431 sf
Rooftop Terrace:	581 sf
Total:	2,306 sf

MAIN LEVEL



TERRACE LEVEL

LEVEL 4

NORTH

P *PANTRY CAN BE UPGRADED TO FULL HEIGHT WINE FRIDGE

M/O *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

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DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location. This storage locker will be approximately 40sqft

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

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CHLOE
Additional Storage Locker
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

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DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20 ____.

DocuSigned by: 386A7710414447C...	DocuSigned by: 5F006787780744D...	Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 12 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOE
Additional Bicycle Locker
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

ADDITIONAL BICYCLE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional bicycle storage locker(s) (the "**Additional Bicycle Locker**") in the Development. The Vendor reserves the right to allocate the Additional Bicycle Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the bicycle lockers in the Development will vary in size, shape, and convenience of location.

The Additional Bicycle Locker(s) shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOE
Additional Bicycle Locker
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

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DATED this _____ day of 6/12/2021 | 2:32:27 PM PDT, 20 ____.

DocuSigned by: 388A7710414447C...	DocuSigned by: 5F00678776D74AD...	Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 12 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

CLOSET UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) in the second / third bedroom (the "**Upgrades**") and selects the following closet option **(check one of the following)**:

- ☐ **Small Closet (Approximately 5')**
- X **Medium Closet (Approximately 9')**
- ☐ **Large Closet (Approximately 12')**

DS

The Upgrades shall be provided at the Purchaser's cost of $ ~~$1,000.00~~ $0 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

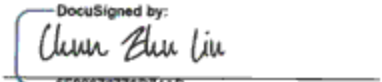
CHLOE
Closet Upgrade Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20 ____.



DocuSigned by: 386A7710414447C...	DocuSigned by: Chun Zhu Liu 5F0967877 6D54AD	Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 12 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

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The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s):

- ☐ **Gaggenau 24" 1/2 Height Wine Fridge**
- X **Gaggenau 24" Full Height Wine Storage**
- X **Gaggenau 30" Combi Steam Oven**
- X **LG Styler Steam Clothing Care System**

DS

The Upgrades shall be provided at the Purchaser's cost of $ ~~$6,750.00~~ $0 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

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[Remainder of page left intentionally blank – signature page follows]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20 ____.

DocuSigned by: 388A7710414447C...	DocuSigned by: ...974AD...	Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

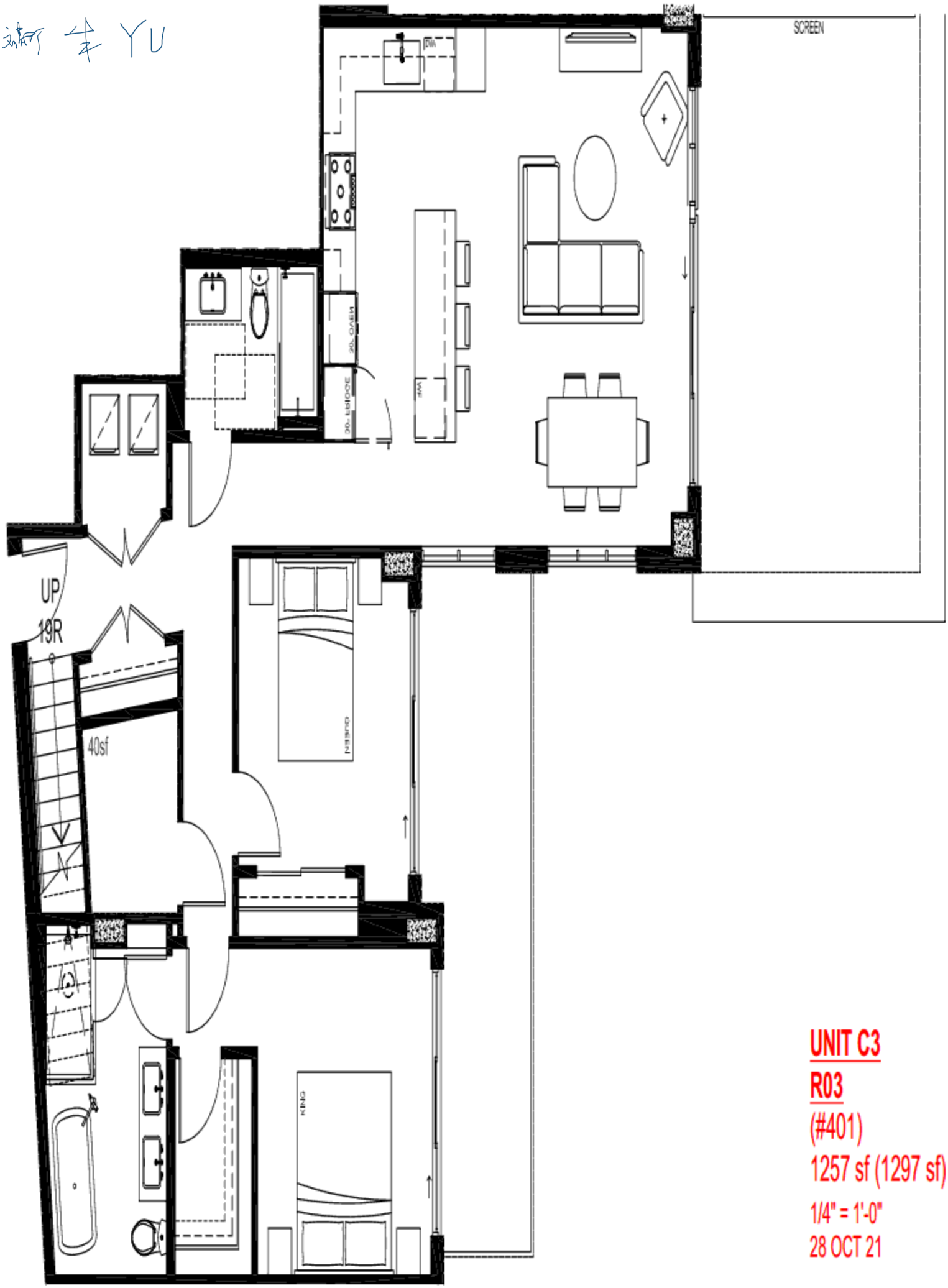
DATED this 12 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory



UNIT C3

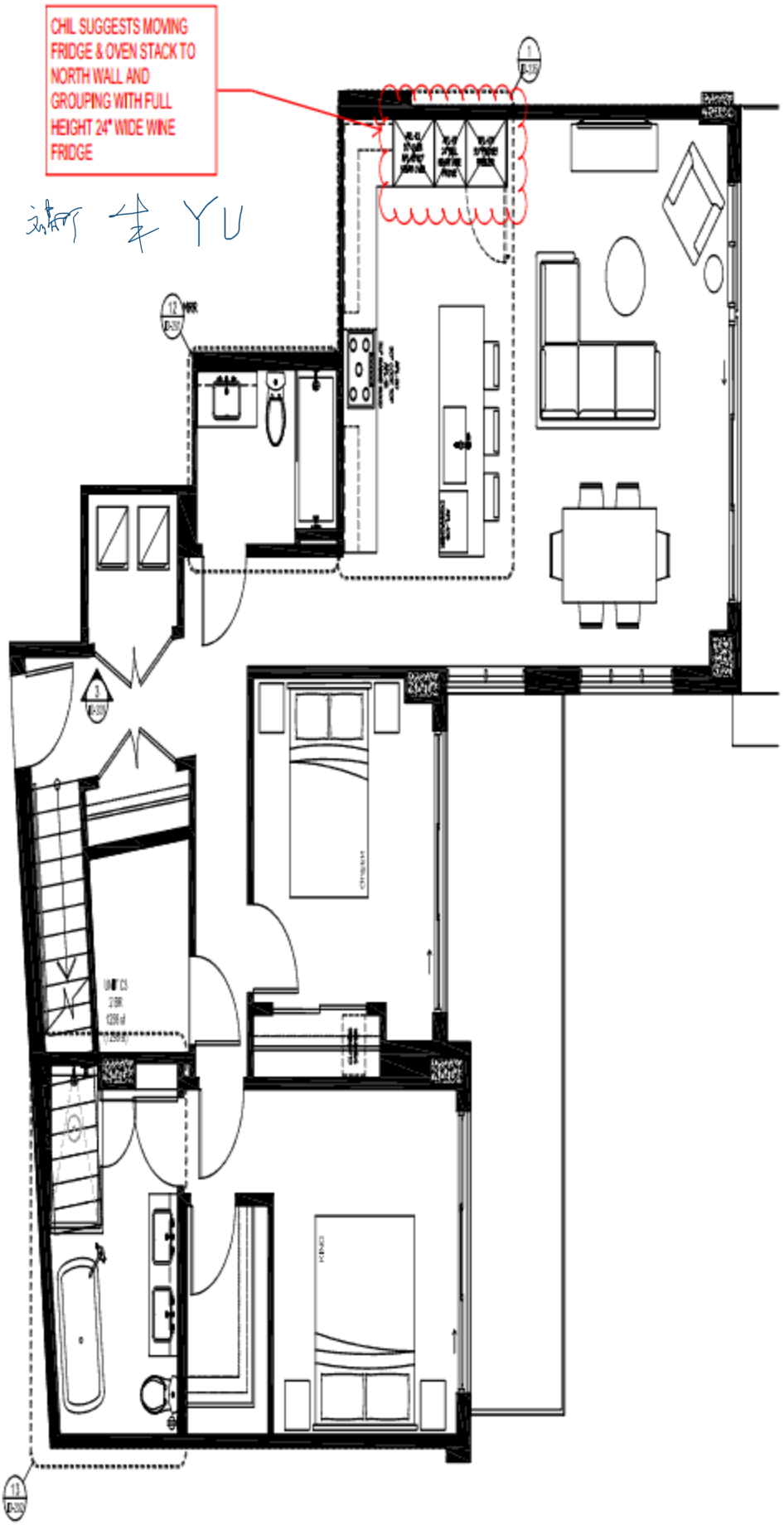
R03

(#401)

1257 sf (1297 sf)

1/4" = 1'-0"

28 OCT 21



1 Unit Type C3 (401) - Furniture/ Power/ Com

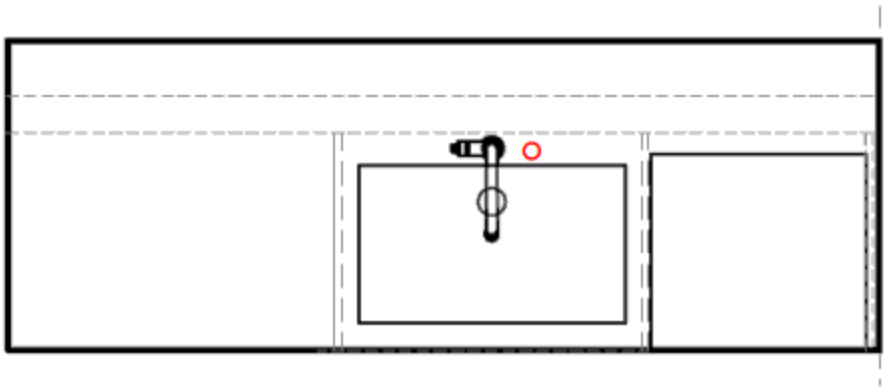
Scale : 1/4" = 1' - 0"

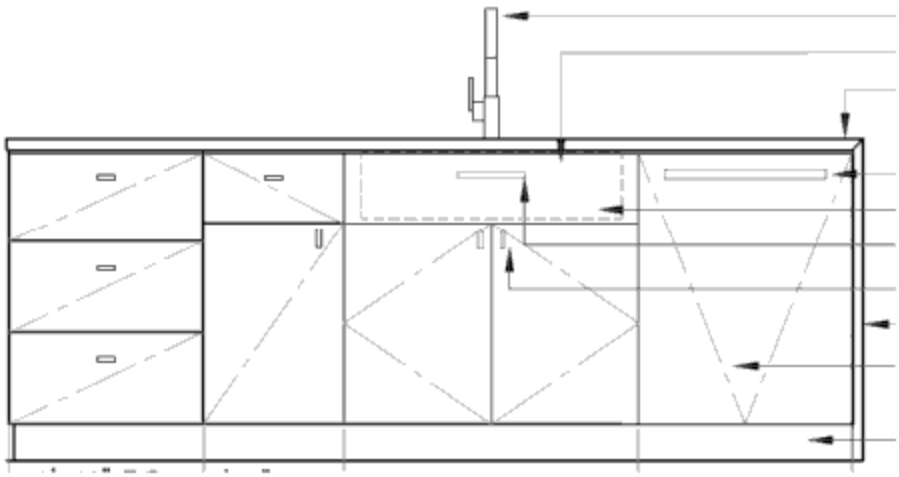
CHLOE - UNIT 401 – SPECIAL REQUEST

Description: Buyer is requesting Matchpoint Development to drill a hole in the kitchen stone countertop for installation of water purifier (installation by owner)

Please indicate in the below plan the location for the hole and the diameter for the hole. (Red Circle shows in the drawing)

Dia: 1-1/4" inches (Spec: a 1-1/4" dia. (minimum) hole for the faucet.)





Buyer's Signature

Disclaimer: Matchpoint Development is not responsible for any malfunction of water purifier due to installation requirements. Special request to be completed subject to site conditions

CHLOE
Decorating Allowance
Addendum

SL: 38
Suite: 401

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $~~40,933.00~~ $40,933.50 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 21 day of June, 20 21.

Witness	Purchaser's Signature	Chun Zhu Liu Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

CHANGE OF CONTACT ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser is notifying the Vendor of the following change in contact details:

Purchaser:	Chun Zhu Liu
Address:	3178 23rd Ave West
Telephone:	604-779-0139
Email:	Chzhliu@hotmail.com

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Change of Contact Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

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DATED this _____ day of 6/12/2021 | 2:32:27 下午 PDT, 20 ____.

DocuSigned by: 388A7710414447C...	DocuSigned by: Chun Zhu Liu 5E0067877BD74AD...	Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 12 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 12th, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

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Vendor and purchaser agree to install at no additional charge:
1. Low voltage wiring at upper window valence for power roller blinds
2. Install hole in kitchen counter for water purifier (purchaser to provide cut sheet detail)
3. Standard 110V power outlet for master ensuite and main bath near toilet (purchaser to install bidet seating)
4. Water bib on balcony outside of living area
5. Electrical outlet 220V for both parking and side by side parking

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

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DATED this 13th day of June, 20 21.

Witness	Purchaser's Signature	Purchaser's Name
		Chun Zhu Liu
Witness	Purchaser's Signature	Purchaser's Name

DATED this 18th day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
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Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 11, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Further to the Agency Disclosure Acknowledgement dated June 11, 2021, the Purchaser has an agency relationship with Jing Cao PREC of Multiple Realty Ltd. This addendum is for clarification purpose.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 15 day of August, 20 21.

Witness	Purchaser's Signature	Chun Zhu Liu Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 17 day of August, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 12th, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 12th, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and purchaser agree that the changes to the floor plan layout for SL 38 Suite 401, outlined in the attached Schedule A, will be incorporated by the Vendor in the final strata plan. All changes to SL 38 Suite 401 are at the Vendor's expense.

1. Move the main door to beside the stairs, and move the stairs to south as long as it has enough room for the door.
2. Turn the shower a bit to line up with stairs and bathtub to gain enough height of the shower northwest corner.
3. Move the linen closet to the North of the den to become a closet.
4. Change to L shape kitchen with island, fit in an island, the longer the better.
5. Laundry room stay unchanged

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 16 day of August, 2021.

Witness	Purchaser's Signature	Chun Zhu Liu Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 17 day of August, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

AGENT COMMISSION FORM

Date: June 11, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 38 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 38 Suite No. 401 within the Development.

INITIALS
Agent Vendor

DocuSign Envelope ID: 300E7F12-DAE2-4D0D-87A9-B0FE82ABE814

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

Net Purchase Price: $2,687,966.50 JL 午

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Jing Cao PREC JL 午

Managing Brokerage: Multiple Realty LTD.

Address: 768 Kingsway

Phone: 604-322-9876 Fax: _____ Email: cao1998@hotmail.com

Signed:

_____
Witness

Jing Cao
Purchaser's Agent Name

DocuSigned by:
_____
Purchaser's Agent Signature

_____
Witness

_____
Managing Broker's Name

_____
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DS INITIALS
Agent JC Vendor

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chu Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

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DATED this 19 day of June, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank _____

Chun Zhu Liu
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

CIBC **Bank Draft / Traite de Banque** 3555 8594 4 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

CHUN ZHU LIU

2021-06-18
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre | Transit No. N° d'identification | Banking Centre Centre bancaire

$******111,445.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: ****ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED FORTY FIVE

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

Chief Executive Officer / Chef de la Direction

12-2020/04

⑈3555859446⑈ ⑆09502⑈010⑆ 06000⑈2743345⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

DEPOSIT RECEIPT

[X] INITIAL [ ] SECOND [ ] THIRD [ ] FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 11 day of June, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 25,000 by (check one):

[ ] Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

[X] Bank Draft – Name of Bank CIBC

Chun Zhu Liu
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

CIBC **Bank Draft / Traite de Banque** 3551 5839 5 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

CHUN ZHU LIU

Date 2021-06-09 Y/A M/M D/J

Name of remitter / Donneur d'ordre | Transit No. N° d'identification | Banking Centre Centre bancaire

$*******25,000.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: **********TWENTY FIVE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

129-2020/04

⑈355158395⑈ ⑆09502⑉010⑆ 06000⑉2743345⑈

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and

(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 401 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

PREC

Sales Representative/Broker Name: Wilson Tsang / Magnum

Date Information Verified/Credit File Consulted: June 11, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Chun Zhu Liu

2. Address:

3178 23rd ave Vancouver BC V6L 1P6

3. Date of Birth: April 27, 1974

4. Nature of Principal Business or Occupation: Home maker

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document*: Driver's Licence (must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)

2. Document Identifier Number: 8739000

3. Issuing Jurisdiction: BC (insert applicable Province, Territory, Foreign Jurisdiction or "Canada") **Country:** Canada

4. Document Expiry Date: April 27, 2022 (must be valid and not expired)

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*

- ○ **Name of Source:** (must be valid and not expired; must be recent if no expiry date)
- ○ **Account Number**:**

☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*

- ○ **Name of Source:** (must be valid and not expired; must be recent if no expiry date)
- ○ **Account Number**:**

☐ Verify the individuals' name and confirm a financial account*

- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
The REALTOR® trademark is controlled by CREA. © 2014-2019.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party or there is no third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Measures taken *(check one):*

☒ Asked if client was acting on behalf of a third party
☐ Other, explain: . . . . . .

Date on which above measures taken: June.11,.2021 . . . . . .

Reason why measures were unsuccessful *(check one):*

☐ Client did not provide information
☒ Other, explain: Success . . . . . .

Indicate whether there are any other grounds to suspect a third party *(check one):*

☒ No
☐ Yes, explain: . . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party: . . . . . .
2. Address: . . . . . .
. . . . . .
3. Date of Birth *(if applicable)***:** . . . . . .
4. Nature of Principal Business or Occupation: . . . . . .
. . . . . .
5. Incorporation number and place of issue *(if applicable)***:** . . . . . .
. . . . . .
6. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

REALTOR®

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The REALTOR® trademark is controlled by CREA. © 2014-2019.

Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
The REALTOR® trademark is controlled by CREA. © 2014-2019.

DRIVER'S LICENCE
British Columbia CAN
LIU,
CHUN ZHU
DL:8739000
CANADA
Issued: 2017-Apr-19
DOB: 1974-Apr-27
Expires: 2022-Apr-27
Restrictions/
Endorsements:
Class: 5
Wt: 54.5 kg Ht: 165 cm
BRITISH COLUMBIA
Sex: F Eyes: BRN Hair: BLK
3178 23RD AVE W
VANCOUVER BC V6L 1P6

Government of Canada
Gouvernement du Canada
PERMANENT RESIDENT CARD
CARTE DE RÉSIDENT PERMANENT
Name/Nom
LIU
CHUN ZHU
ID No/N° ID
5696-3574
Sex/Sexe
F
Nationality/Nationalité
CHN
Date of Birth/Date de naissance
27 APR /AVR 74
Expiry/Expiration
22 JUN /JUIN 24
Canada

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

DEPOSIT RECEIPT

☒ INITIAL ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

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DATED this 11 day of June, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 25,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Chun Zhu Liu
Purchaser(s) – Print Name

Purchaser's Signature

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I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

CIBC **Bank Draft / Traite de Banque** 3551 5839 5 27-43/45

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

2021-06-09
Date Y/A M/M D/J

CHUN ZHU LIU
Name of remitter / Donneur d'ordre

Transit No. / N° d'identification

Banking Centre / Centre bancaire

$*******25,000.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: **********TWENTY FIVE THOUSAND

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: **Canadian Imperial Bank of Commerce**
Toronto
Canada

126-2020/04

⑈3551583955⑈ ⑆09502⑆010⑆ 06000⑈2743345⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

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☒ Bank Draft – Name of Bank _____

Chun Zhu Liu
Purchaser(s) – Print Name

Purchaser's Signature

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Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

CIBC **Bank Draft / Traite de Banque** 3555 8594 4 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

CHUN ZHU LIU

2021-06-18
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre | Transit No. N° d'identification | Banking Centre Centre bancaire

$******111,445.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars / Dollars Canadiens CAD

The sum of / La somme de: ****ONE HUNDRED ELEVEN THOUSAND FOUR HUNDRED FORTY FIVE

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

Chief Executive Officer / Chef de la Direction

12-2020/04

⑈3555859446⑈ ⑆09502⑈010⑆ 06000⑈2743345⑈

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 401

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 12, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 11 day of September, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 136,445.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Chun Zhu Liu
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

CIBC **Bank Draft / Traite de Banque** 3593 5143 4 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

2021-09-10
Date Y/A M/M D/J

CHUN ZHU LIU
Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$******136,445.00

Pay to the order of / Payez a l'ordre de CLARK WILSON LLP IN TRUST**********

Canadian Dollars Dollars Canadiens CAD

The sum of / La somme de ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED FORTY FIVE

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

129-202004

⑈3593514 34⑈ ⑆09502⑈010⑆ 06000⑈27433 45⑈

CHLOE
Deposit Receipt

SL: 38
Suite: 401

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And CHUN ZHU LIU (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 12, 2021 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 17th day of June, 20 22

Purchaser(s) is/are paying a Deposit in the amount of $ 136,445.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

CIBC

Bank Draft / Traite de Banque 3713 7684 9 27-43345

06000 KERRISDALE BANKING CENTRE
VANCOUVER, BC

2022-06-17
Date Y/A M/M D/J

CHUN ZHU LIU
Name of remitter / Donneur d'ordre

Transit No. N° d'identification

Banking Centre Centre bancaire

$******136,445.00

Pay to the order of / Payez à l'ordre de: CLARK WILSON LLP IN TRUST**********

Canadian Dollars Dollars Canadiens CAD

The sum of / La somme de: ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED FORTY FIVE

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To / Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

126-2020/04

⑈3713768 49⑈ ⑆09502⑈010⑆ 06000⑈2743345⑈

CHLOE
Deposit Receipt

SL: 36 (previously 38)
Suite: 401

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Chun Zhu Liu (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 11, 2021 with respect to the purchase and sale of Strata Lot # 36 (the "**Strata Lot**") (Suite # 401) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 7th day of December, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 136,445 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank CIBC

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

CIBC

Bank Draft / Traite de Banque 3787 8883 0 27-43345

CHUN ZHU LIU

08000 KERRISDALE BANKING CENTRE VANCOUVER, BC

2022-12-07
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre | Transit No. N° d'identification | Banking Centre Centre bancaire | $******136,445.00

Pay to the order of
Payez à l'ordre de CLARK WILSON LLP IN TRUST**********

Canadian Dollars Dollars Canadiens CAD

The sum of La somme de ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED FORTY FIVE

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce

Chief Executive Officer / Chef de la Direction

To Tiré: Canadian Imperial Bank of Commerce
Toronto
Canada

129-2022/10

⑈3787888830⑈ ⑆09502⑆010⑆ 06000⑈274334 5⑈

here ici

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Chun Zhu Liu **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Chun Zhu Liu (the "Purchaser") of Suite # 401 / strata lot # 38 in the development known as Chloé hereby acknowledge having received on the 17 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 17, 2021.

(Purchaser) Chun Zhu Liu

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Chun Zhu Liu **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Chun Zhu Liu (the "Purchaser") of Suite # 401 / strata lot # 38 in the development known as Chloé hereby acknowledge having received on the 11 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 11, 2022.

(Purchaser) Chun Zhu Liu

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service: Business Address:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5** 101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Chun Zhu Liu **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Chun Zhu Liu (the "Purchaser") of Suite # 401 / strata lot # 38 in the development known as Chloé hereby acknowledge having received on the 24 day of October, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: October 24, 2022.

(Purchaser) Chun Zhu Liu

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Chun Zhu Liu **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Chun Zhu Liu (the "Purchaser") of Strata Lot #36 / Suite #401 in the development known as Chloé hereby acknowledge having received on the 07 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #38 / Suite #401 and has now been changed to Strata Lot #36 / Suite #401.

Purchaser

Initials

Date: March 07, 2024.

(Purchaser) Chun Zhu Liu

(Purchaser)

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

SL No. __43__ Suite No. __405__

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: YUEN KEI TANG

Occupation: EDUCATION

Address: 2343 45TH AVE W

City: VANCOUVER

Province: BC **Postal Code:** V6M 2J5

Tel: 7789297151 **Cell:**

Email: tkennex@yahoo.com

Country of Residency: Canada ☐ **Other:** HONG KONG

Date of Birth: JULY 1ST, 1974

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. __43_____ (the **"Strata Lot"**) shown on the preliminary strata plan (the **"Preliminary Strata Plan"**) attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. _405_____, in the development (the **"Development"**) known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the **"Purchase Price"**) for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax (**"GST"**) is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $ 3,500,000.00

a) a deposit (the **"First Deposit"**) of $20,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $20,000.00 payable on or before the date that is fourteen (14) days following the Vendor's acceptance of the Offer (the **"Acceptance Date"**): $ 155,000.00

b) a deposit (the **"Second Deposit"**) equal to 5% of the Purchase Price payable on or before May 15th, 2023: $ 175,000.00

c) a third deposit (the **"Third Deposit"**) equal to 10% of the Purchase Price payable on or before June 15th, 2023: $ 350,000.00

(the First Deposit, the Second Deposit, and the Third Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the **"Deposit"**).

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to **"Clark Wilson LLP, 'in trust'"**. The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:
[a] dishwasher [d] fridge and freezer [g] STEAM OVEN ~~microwave~~

INITIALS

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

[b] cooktop range [e] overhead hood fan [h] blinds
[c] washer and one dryer [f] wall oven

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or non-resident [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __4___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s) in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached. 18 April 23

THE PURCHASER HAS EXECUTED THIS OFFER this _18th___ day of ____April_____, 2023___.

Kevin Song
Witness

Purchaser: Seal

Witness

Purchaser: Seal

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

SL No. _43____ Suite No. _405____

SCHEDULE "A"

1. **AGREEMENT**

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. **DESCRIPTION OF STRATA LOT**

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. **DISCLOSURE STATEMENT**

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

4. **PURCHASE PRICE, DEPOSIT AND PAYMENT**

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) If the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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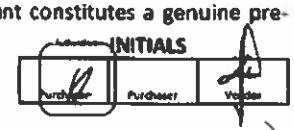

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(d) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by March 14, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between December 15, 2023 and March 14, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the **"Final Strata Plan"**) for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

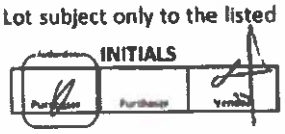
A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the **"Released Parties"**) from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed



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defects or deficiencies (the "List"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the **"Registered Owner"**), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the **"Beneficial Owner"**). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) **"assignment"** has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) **"developer"** means the Vendor; and

(c) **"this purchase agreement"** means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

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12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the **"Adjacent Development"**). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the

INITIALS

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

INITIALS

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

YU

INITIALS

Purchaser Purchaser Vendor

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 405

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076256 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and YUEN KEI TANG (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 18 MARCH 18TH, 2023 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 405) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 18 ~~MARCH 17TH~~, 2023, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

AGATE CRÈME

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 405

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this ~~14TH~~ 18TH day of ~~MARCH~~ APRIL, 20 23.

Kevin Song 18
Witness

Purchaser's Signature

YUEN KEI TANG
Purchaser's Name

Witness

Purchaser's Signature

Purchaser's Name

DATED this ____ day of _____, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Authentisign ID: 447C07C6-D7E3-ED11-8E8A-6045BDEF2690

CHLOE
First Amendment

CHLOÉ
KERRISDALE

SL: 43
Suite: 405

FIRST AMENDMENT TO PURCHASE AND AGREEMENT OF SALE

Between: 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD. (the "Vendor")

And YUEN KEI TANG (the "Purchaser")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated April 18, 2023 with respect to the purchase and sale of Strata Lot # 43 (the "Strata Lot")
(Suite # 405) in the development known as "Chloe" (the "Development") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New WestminsterDistrict Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 18, 2023, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "Agreement"), the undersigned agree as follows:

- The Vendor agrees to install all the lights fixtures in the kitchen, dining room, three bedrooms, and three washrooms. Vendor also agrees to provide the lights fixtures with similar design as noted in the pictures in Schedule A (under "C-KITCHEN", "D- DINING ROOM", "E-2nd BEDROOM", "E- MASTER BEDROOM", AND "F-WASHROOM"). All light fixtures will be installed and paid for by the Vendor.
- Vendor agrees as part of the Purchase Price to include 4 EV Parking stalls (3 on P2 and 1 on P1) which the Purchaser will own and have the exclusive use of. Parking stalls are not less 18 feet in length, 8 feet in width and 9'2" in height
- Vendor agrees as part of the Purchase Price to include 3 storage lockers (next to each other) which the Purchaser will own and have the exclusive use of.
- Vendor will provide at no additional cost one LG Styler Steam Clothing Care System (installed in the north east bedroom).
- Vendor will provide at no additional cost one Gaggneau 24" Full Height Wine Fridge.
- The Vendor agrees to deliver the unit according to the interior design outlined in the Schedule B - Floor Plan which includes three bedrooms, three washrooms, and a 40sf storage room.
- The Vendor agrees that the roof top terrace and balcony will have a power outlet and water outlet for the purpose of connecting a water hose.
- Vendor will provide electronic power outlets near all window area. The outlets will be used for electronic operated curtains installation by the purchaser after completion.
- Vendor will provide three duplex receptacles and pot lights/spotlights in the 40SF storage room
- ~~Vendor will provide in-floor heating by Nu-Heat in all washrooms~~ Vendor will provide in-floor heating by Nu-Heat in all washrooms
- Vendor will provide VRF Air conditioning and heating

YU

Authentisign ID: 447C07C8-D7E3-ED11-8E8A-6045BDEF2660

CHLOÉ
KERRISDALE

This First Amendment forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this First Amendment, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this First Amendment. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

Authentisign ID: 447C07C8-D7E3-ED11-8E8A-6045BDEF2690

CHLOE
First Amendment

CHLOÉ
KERRISDALE

SL: 43
Suite: 405

This First Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this First Amendment shall have the meaning attributed to them in the Agreement.

DATED this 18 day of April, 2023.

Witness	Purchaser's Signature	Purchaser's Name
Kevin Song		Yuen Kei Tang
Witness	Purchaser's Signature	Purchaser's Name

DATED this 18 day of April, 2023.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Authentisign ID: 447C07C6-D7E3-ED11-8E8A-6045BDEF2690

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

The Vendor agrees to provide the lights fixtures with similar design as noted in the pictures in Schedule A (Under "C-KITCHEN", "D-DINING ROOM", "E-2ND BEDROOM" ,"E-MASTER BEDROOM", and "F-WASHROOM").

Schedule A

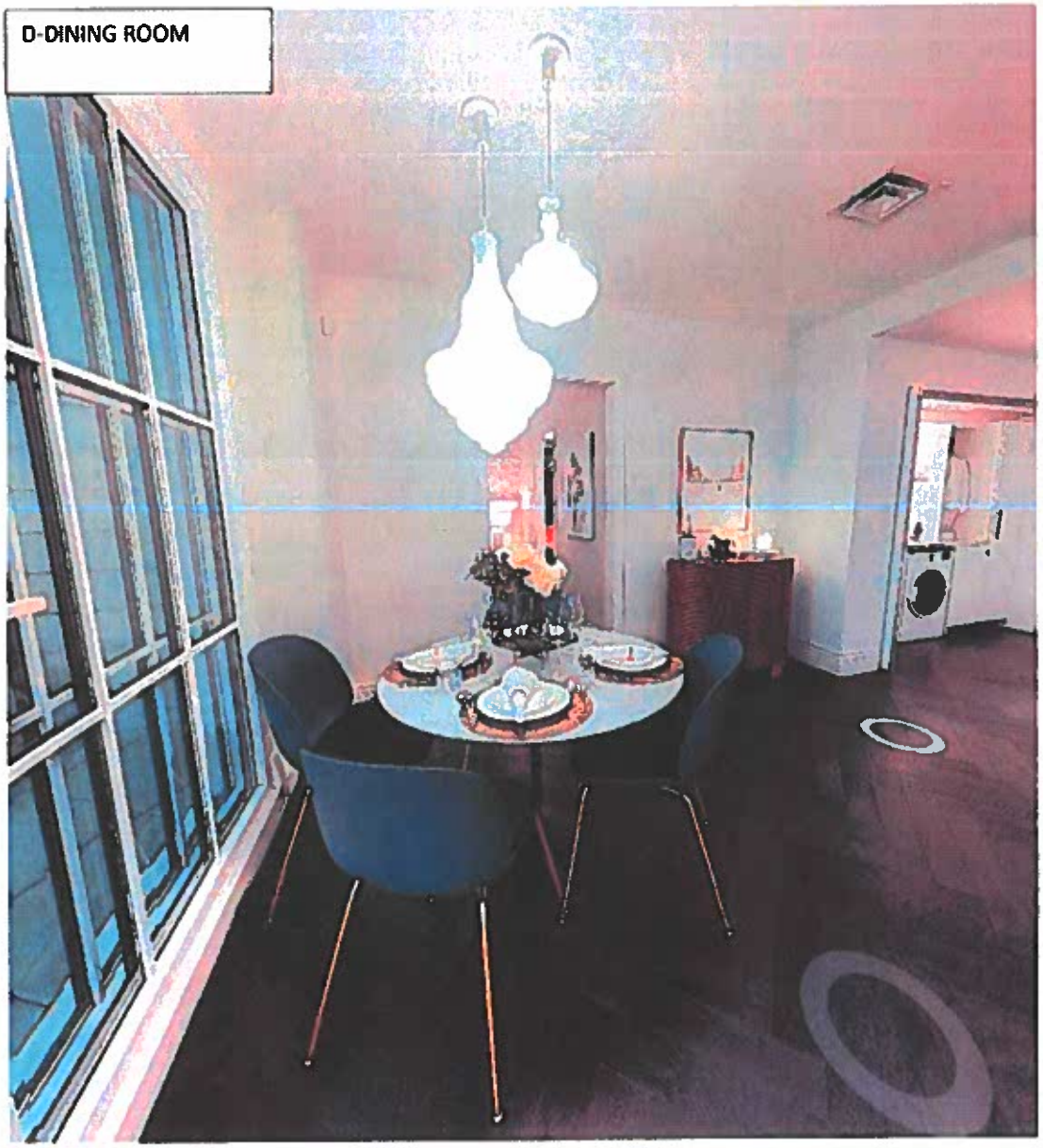
C-KITCHEN

YV

Purchaser	Vendor

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

Schedule A



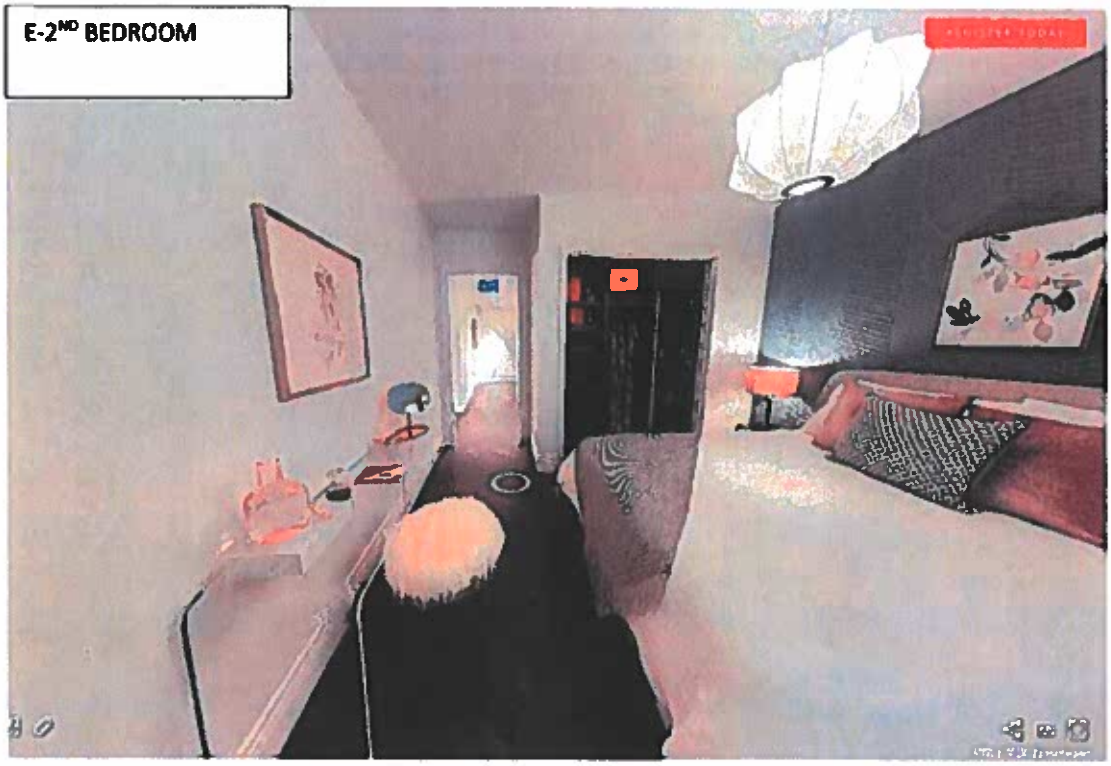
YV

Purchaser	Vendor

Authentisign ID: CDB67179-22E3-ED11-8E8A-6045BDEF2890

Schedule A

E-2ND BEDROOM

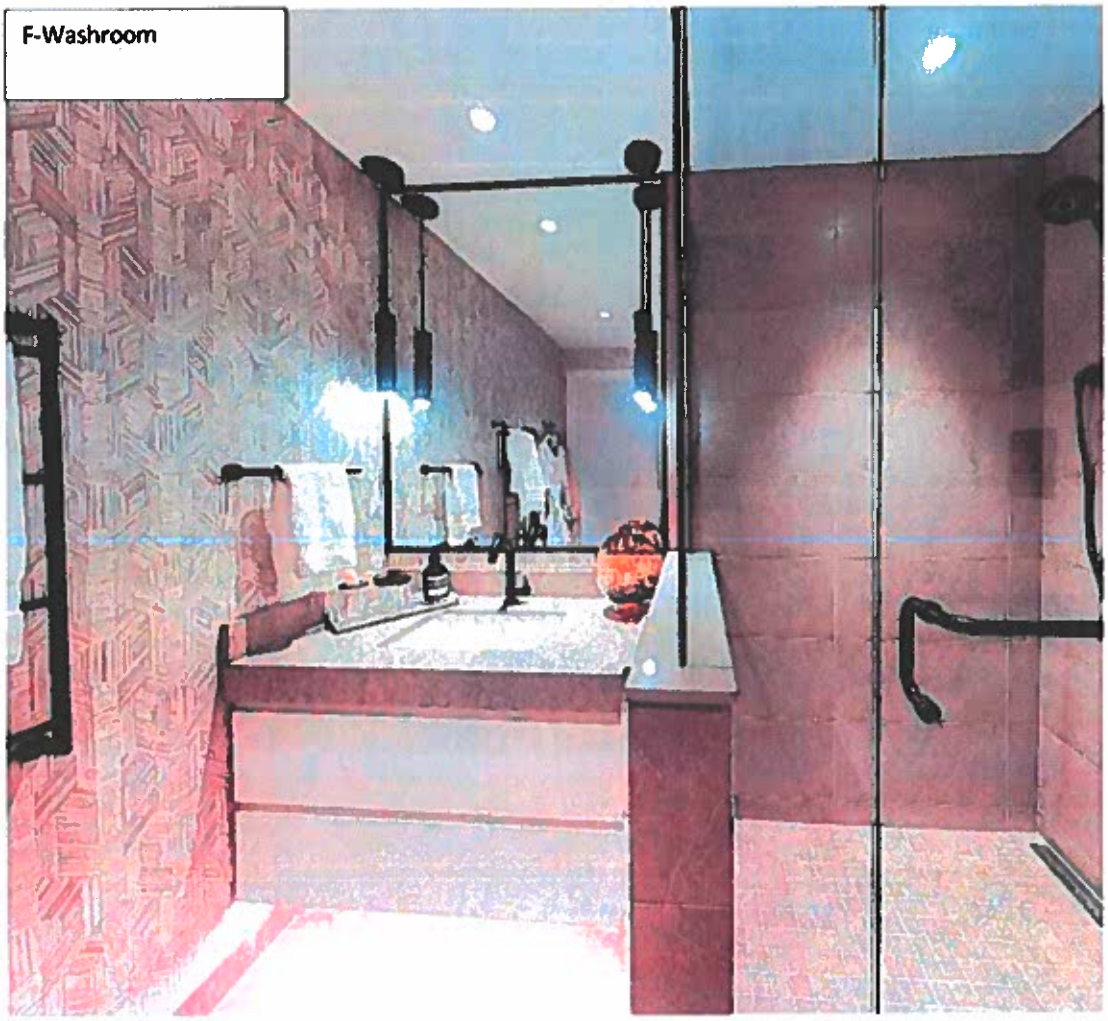


E-MASTER BEDROOM

Purchaser	Vendor

Authentisign ID: CD887179-22E3-ED11-8E8A-6045BDEF2690

Schedule A



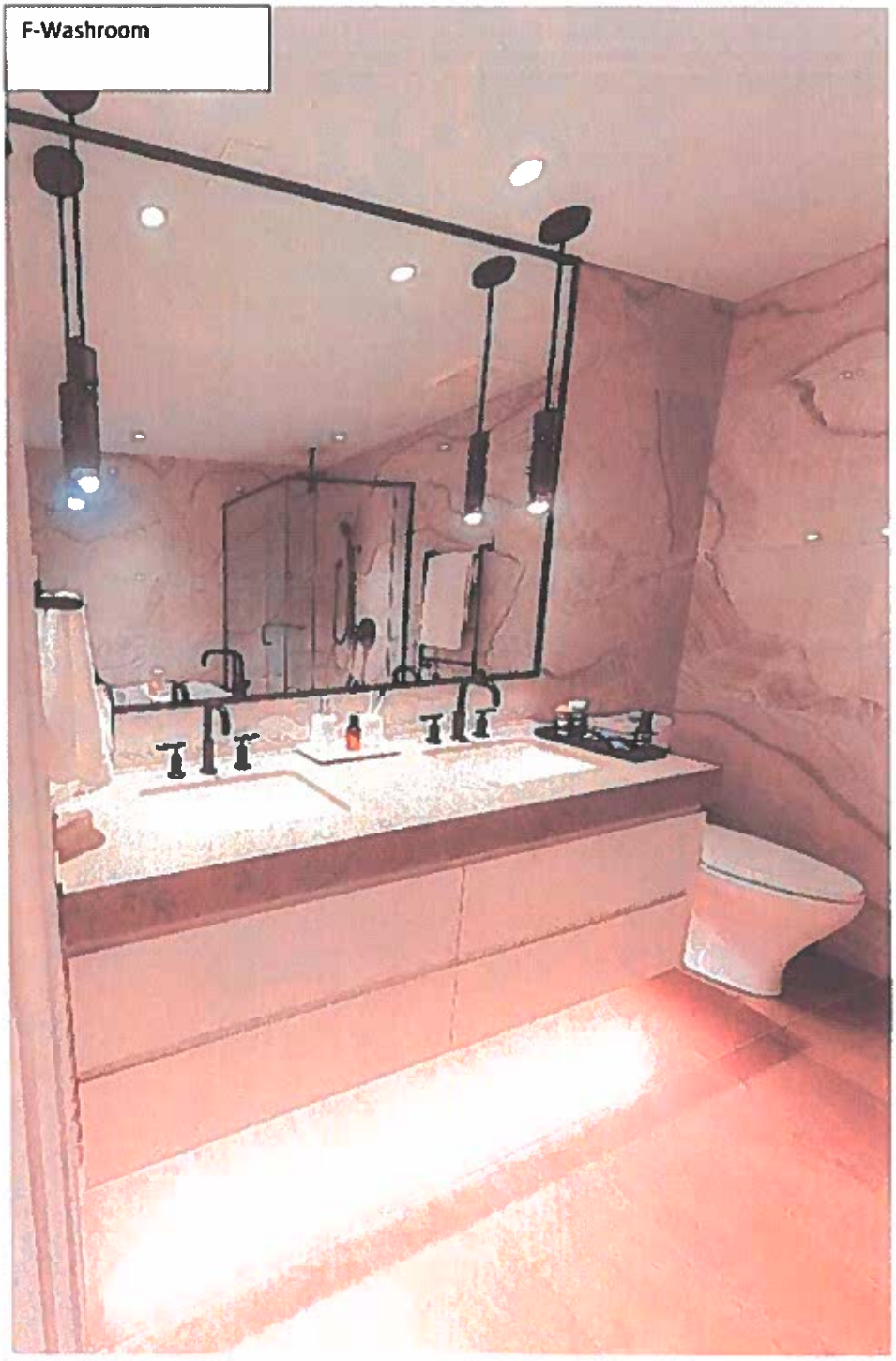
YV

Purchaser	Vendor

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2690

Schedule A

F-Washroom



Purchaser	Vendor

Authentisign ID: CDB87179-22E3-ED11-8E8A-6045BDEF2890

Authentisign ID: A65CB05C-D8E3-ED11-8E8A-6045BDEF2690

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 43
Suite 405

AGENT COMMISSION FORM

Date: March 6, 2023

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). **1076255 B.C. LTD AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**"), understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 43 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission (plus GST/HST) will be payable on the later of: i) the 15th day following receipt of the invoice from the Purchaser's Agent and ii) fifteen (15) days after the Vendor's receipt of the Deposit equal to 5% of the Purchase Price (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission (plus GST/HST) is payable on the date that the Vendor's receipt of the Deposit is equal to ~~45%~~ 10% of the Purchase Price, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Accounting Department at:

Lightstone Development Ltd.
Attn: Accounting Department
#200 - 5611 West Blvd,
Vancouver, BC V6M 4H3
Email: invoice@matchpointdev.com

The Commission shall be deemed to have been earned upon Vendor's receipt of the Deposit equal to ~~45%~~ 10% of the Purchase Price (as defined and outlined in the Agreement).

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 43 Suite No. 405 within the Development.

INITIALS
KS (Agent) | (Vendor)

Authentisign ID: A65CB06C-D8E3-ED11-8E8A-6045BDEF2690

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL 43
Suite 405

Net Purchase Price: $3,500,000 (Therefore the commision payable is CAD $105,000)

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

As a part of the Agreement, this document is only considered effective when the Agreement comes into force.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot

Purchaser's Agent Name: Kevin Song

Managing Brokerage: Pacific Evergreen Realty Ltd.

Address: #102 - 1245 West Broadway

Phone: 778-929-7151 Fax: _____ Email: kevinsongrealty@gmail.com

Signed:

Witness

Kevin Song
Purchaser's Agent Name

AuthentiSign
Kevin Song
Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS
KS (Agent) (Vendor)
YU

PASSEPORT

Type/Type
P

Issuing Country/Pays émetteur
CAN

Passport No./N° de passeport
AG671575

Surname/Nom
TANG

Given names/Prénoms
YUEN KEI

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
01 JULY/JUIL 74

Sex/Sexe
F

Place of birth/Lieu de naissance
HONG KONG

Date of issue/Date de délivrance
31 MAY /MAI 18

Date of expiry/Date d'expiration
31 MAY /MAI 28

Issuing Authority/Autorité de délivrance
HONG KONG

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Mable Chiu Man Wong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

MW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 09 day of September, 2021.

Witness	Purchaser's Signature	Mable Chiu Man Wong Print Name
Witness	Purchaser's Signature	Print Name

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Mable Chiu Man Wong

Occupation: Marketing

Address: 1742 West 40th Ave

City: Vancouver

Province: BC **Postal Code:** V6M 1W2

Tel: (604) 808-8310 **Cell:**

Email: mablewong@mac.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Apr 28, 1969

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 44 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 407, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,886,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $139,300.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $144,300.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $144,300.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $144,300.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor
YU		

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 09 day of September, 2021.

Witness *Purchaser*: Mable Chiu Man Wong Seal

Witness *Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 09 day of September, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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Purchaser	Purchaser	Vendor
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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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Purchaser	Purchaser	Vendor
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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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Purchaser	Purchaser	Vendor

defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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Purchaser	Purchaser	Vendor

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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Purchaser	Purchaser	Vendor
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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Purchaser	Purchaser	Vendor
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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor
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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor
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CHLOÉ
KERRISDALE

SL: 44
Suite: 407

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Mable Chiu Man Wong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 08, 2021 with respect to the purchase and sale of Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with RE/MAX Crest Realty (the "**Selling Brokerage**") and Henry So PREC (the "**Purchaser's Agent**"); or

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(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

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PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Mable Chiu Man Wong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Mable Chiu Man Wong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 08, 2021 with respect to the purchase and sale of Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 08, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Mable Chiu Man Wong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Mable Chiu Man Wong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 08, 2021 with respect to the purchase and sale of Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 08, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

SL: 44
Suite: 407

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of September, 20 21.

Witness	Purchaser's Signature	Mable Chiu Man Wong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Mable Chiu Man Wong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 08, 2021 with respect to the purchase and sale of Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 08, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s)**:**

- ☐ **Gaggenau 24" 1/2 Height Wine Fridge**
- ☐ **Gaggenau 24" Full Height Wine Storage**
- ☒ **Gaggenau 30" Combi Steam Oven**
- ☒ **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Mable Chiu Man Wong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL: 44
Suite: 407

CLOSET UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Mable Chiu Man Wong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 08, 2021 with respect to the purchase and sale of Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 08, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) in the second / third bedroom (the "**Upgrades**") and selects the following closet option **(check <u>one</u> of the following)**:

- [X] **Small Closet (Approximately 5')**
- [ ] **Medium Closet (Approximately 9')**
- [ ] **Large Closet (Approximately 12')**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of September, 20 21.

Witness	Purchaser's Signature	Mable Chiu Man Wong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 09 day of September, 20 21.

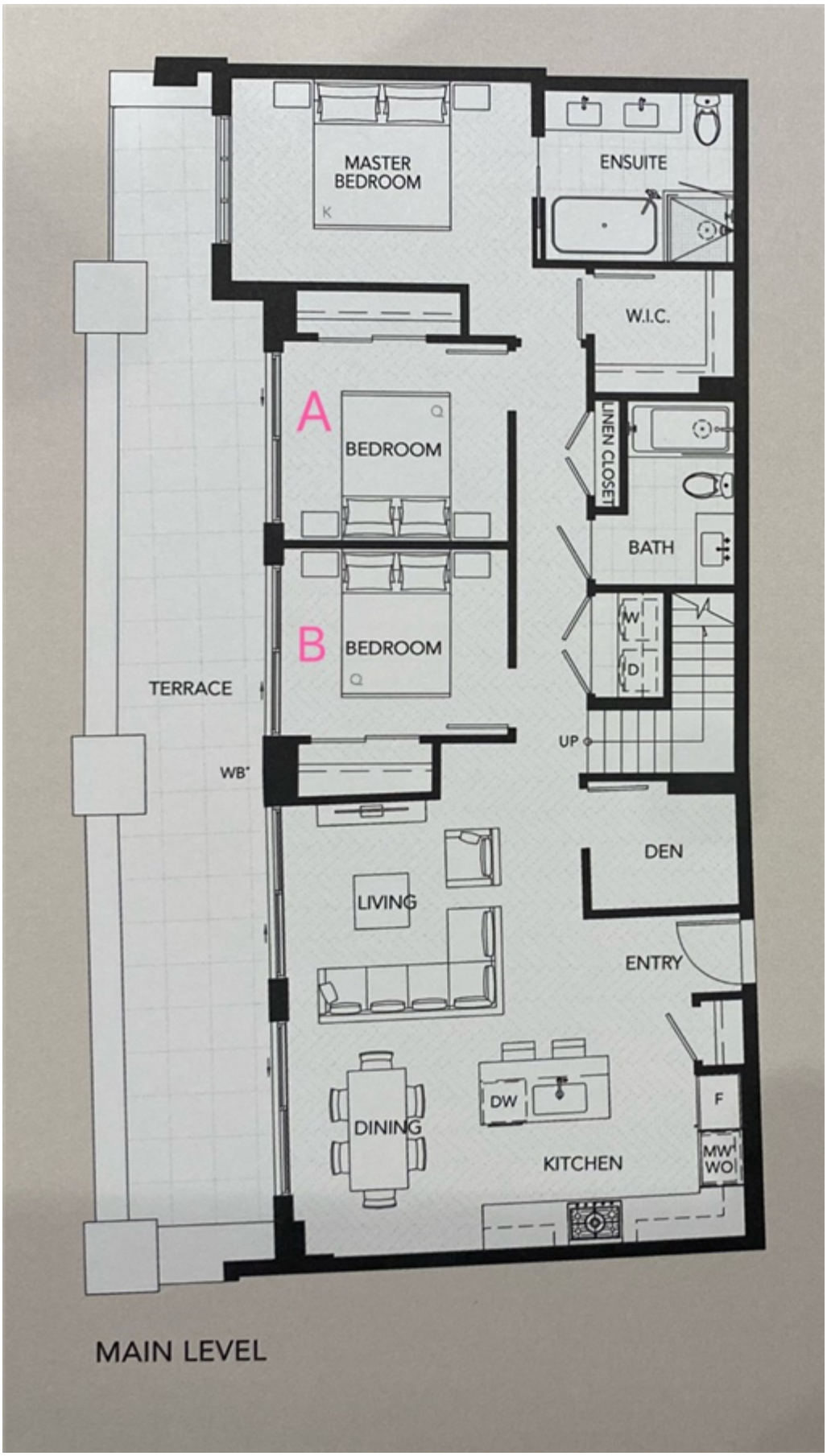
1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Schedule "A"


MASTER BEDROOM
K
ENSUITE
W.I.C.
A
BEDROOM
LINEN CLOSET
BATH
B
BEDROOM
W
D
TERRACE
UP
WB*
DEN
LIVING
ENTRY
DW
F
DINING
KITCHEN
MW
WD
MAIN LEVEL

CHLOE
Blank Addendum

SL: 44
Suite: 407

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Mable Chiu Man Wong (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated September 08, 2021 with respect to the purchase and sale of Strata Lot # 44 (the "**Strata Lot**") (Suite # 407) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on September 08, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to install two electrical outlets on the rooftop terrace at no additional cost to the Purchaser.

The Vendor and Purchaser hereby agree to install a small closet organizer in room A. See Schedule "A". MW 李 YU

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 12 day of September, 20 21.

Witness	Purchaser's Signature	Mable Chiu Man Wong Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 13 day of September, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agent Commission Form

SL: 44
Suite: 407

AGENT COMMISSION FORM

Date: September 08, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 44 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 44 Suite No. 407 within the Development.

INITIALS

Agent	Vendor

YU

CHLOE
Agent Commission Form

SL: 44
Suite: 407

Net Purchase Price: 2,886,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: Henry So PREC

Managing Brokerage: RE/MAX Crest Realty

Address: 290 - 3631 No. 3 Road, Richmond, BC, V6X 2B9

Phone: (604) 880-8727 Fax: _____ Email: info@henryso.com

Signed:

Witness

Henry So PREC
Purchaser's Agent Name

Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

CAR20091EAO33X4W	MABLE WONG /INV/FILE NO. 48184-0012 //SL 44 SUITE 407 CHLOE // MABLE CHIU MAN WONG // ATTENTION BHAGWANT DHALIWAL	CA210917467523	TRANSFER	139,350.00

Receipt from Avesdo

Receipt #1384-7411

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	September 8, 2021	VISA - 9454

SUMMARY

Reservation charge created for Suite. 407 SL. 44 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.

DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
WONG,
MABLE CHIU MAN
DL:5464603
DOB: 1969-Apr-28
Issued: 2017-Apr-21
Expires: 2022-Apr-28
Restrictions/
Endorsements:
Class: 5
Wt: 59.0 kg Ht: 165 cm
Sex: F Eyes: BRN Hair: BLK
1742 40TH AVE W
VANCOUVER BC V6M 1W2
CANADA
BRITISH
COLUMBIA
1969

PASSPORT
PASSEPORT
CANADA
P
CAN
HH318384
WONG
MABLE CHIU MAN
CANADIAN/CANADIEN
28 APR /AVR 69
F
HONG KONG
17 DEC /DÉC
12 DEC /DÉC 25
RICHMOND
P<CANWONG<<MABLE<CHIU<MAN<<<<<<<<<<<<<<<<<<<<
HH318384<5CAN6904281F2512174<<<<<<<<<<<<<<04

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
407 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Henry. So PREC. / RE/MAX Crest Realty
Date Information Verified/Credit File Consulted: Sep 08, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Mable Chiu Man Wong
2. Address:
1742 West 40th Ave Vancouver BC V6M 1W2
3. Date of Birth: April 28, 1969
4. Nature of Principal Business or Occupation: Marketing

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 5464603
3. Issuing Jurisdiction: BC **Country:** Canada
(Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: April 28, 2022
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And Mable Chiu Man Wong (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated September 9, 2021 with respect to the purchase and sale of Strata Lot # 44 (the **"Strata Lot"**) (Suite # 407) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 20 day of September, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ $139,350.00 by (check one):

☒ Wire Transfer – Funds being wired from Royal Bank of Canada (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

Mable Chiu Man Wong
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

Received by _____ of Magnum Projects Ltd. on this this _____ day of _____, 20 ____.

ROYAL BANK OF CANADA
VAN BC-PRIVATE BKG-OAKRIDGE

ROYAL FUNDS TRANSFER
2021 SEP 17

Branch Ref No... 06810-21260-199995 Value Date..... 2021 SEP 20
ICN..... From Send Ref....

Payment Amount.....$	139,350.00	CAD	Charges For...	Sender
Client Rate.....	1.00000000		Serial No.....	
Conversion Amount.....$				
Wire Payment Fee Sep Dr $	45.00	CAD		
Not Present Fee.....$	0.00	CAD		
IBAN Fee.....$	0.00	CAD		
Total Fees.....$	45.00	CAD		
Client Pays (Princ).....$	139,350.00	CAD		
Sender Pays (Fees).....$	45.00	CAD		

Ordering Customer:
MABLE WONG

Remittance Information:
/INV/FILE NO. 48184-0012
//SL 44 SUITE 407 CHLOE
// MABLE CHIU MAN WONG
// ATTENTION BHAGWANT DHALIWAL

Intermediary Institution:

Account With Institution:

(00016 10020)
HSBC BANK CANADA
VANCOUVER MAIN
885 WEST GEORGIA STREET
VANCOUVER BC CA

Beneficiary Account: 002335-090

Beneficiary Customer:
CLARK WILSON LLP
900 - 885 WEST GEORGIA ST

VANCOUVER BC V6C3H1 CA

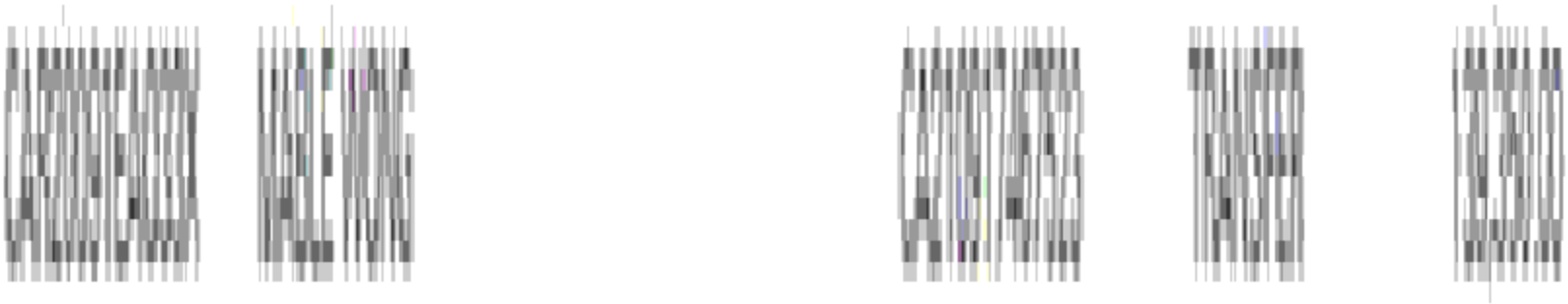
Sender To Receiver Information:
/INS/ SWIFT CODE: HKBCCATT
// BANK POSTAL CODE: V6C 3G1

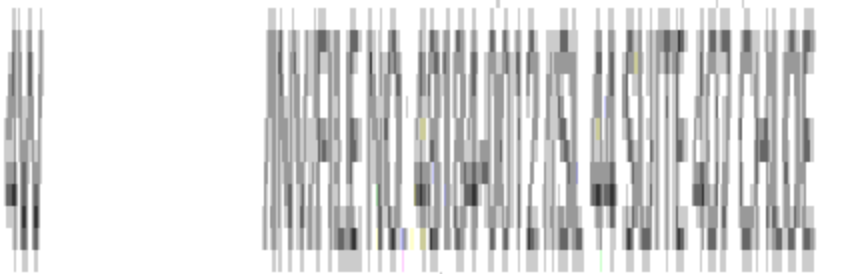
Instruction Code:

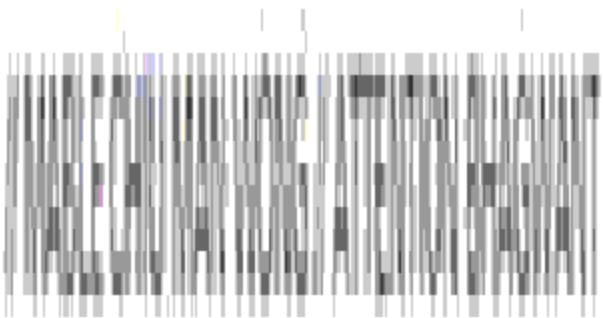
Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank). RBC may, in its discretion and without notice to you, delay in making the payment or decide not proceed with the payment, in which case RBC shall refund of the payment amount and any applicable fees.

RBC will not be responsible for any loss or damage suffered by you except where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action. In making the payment, your personal or business information and information on the recipient, may be revealed to third parties. Since the payment will travel, the information related to it will be subject to the laws of the jurisdiction in which the information is located or processed at that time.

SIGNATURE(S):_____







CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And Mable Chiu Man Wong (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated September 9, 2021 with respect to the purchase and sale of Strata Lot # 44 (the **"Strata Lot"**) (Suite # 407) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 7 day of December, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 144,350.00 by (check one):

☒ Wire Transfer – Funds being wired from HSBC (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

Received by _____ of Magnum Projects Ltd. on this this _____ day of _____, 20 ____.

ROYAL BANK OF CANADA
VAN BC-PRIVATE BKG-OAKRIDGE

ROYAL FUNDS TRANSFER
2021 DEC 07

Branch Ref No... 06810-21341-199996 Value Date..... 2021 DEC 07
ICN..... From Send Ref....

Payment Amount.....$	144,350.00	CAD	Charges For... Sender
Client Rate.....	1.00000000		Serial No.....
Conversion Amount.....$			
Wire Payment Fee Sep Dr $	45.00	CAD	
Not Present Fee.....$	0.00	CAD	
IBAN Fee.....$	0.00	CAD	
Total Fees.....$	45.00	CAD	
Client Pays (Princ).....$	144,350.00	CAD	
Sender Pays (Fees).....$	45.00	CAD	

Ordering Customer:
MABLE WONG

Remittance Information:
/INV/FILE NO. 48184-0012
//SL 44 SUITE 407 CHLOE
// MABLE CHIU MAN WONG
// ATTENTION BHAGWANT DHALIWAL

Intermediary Institution:

Account With Institution:

(00016 10020)
HSBC BANK CANADA
VANCOUVER MAIN
885 WEST GEORGIA STREET
VANCOUVER BC CA

Beneficiary Account: 002335-090

Beneficiary Customer:
CLARK WILSON LLP
900 - 885 WEST GEORGIA ST

VANCOUVER BC V6C3H1 CA

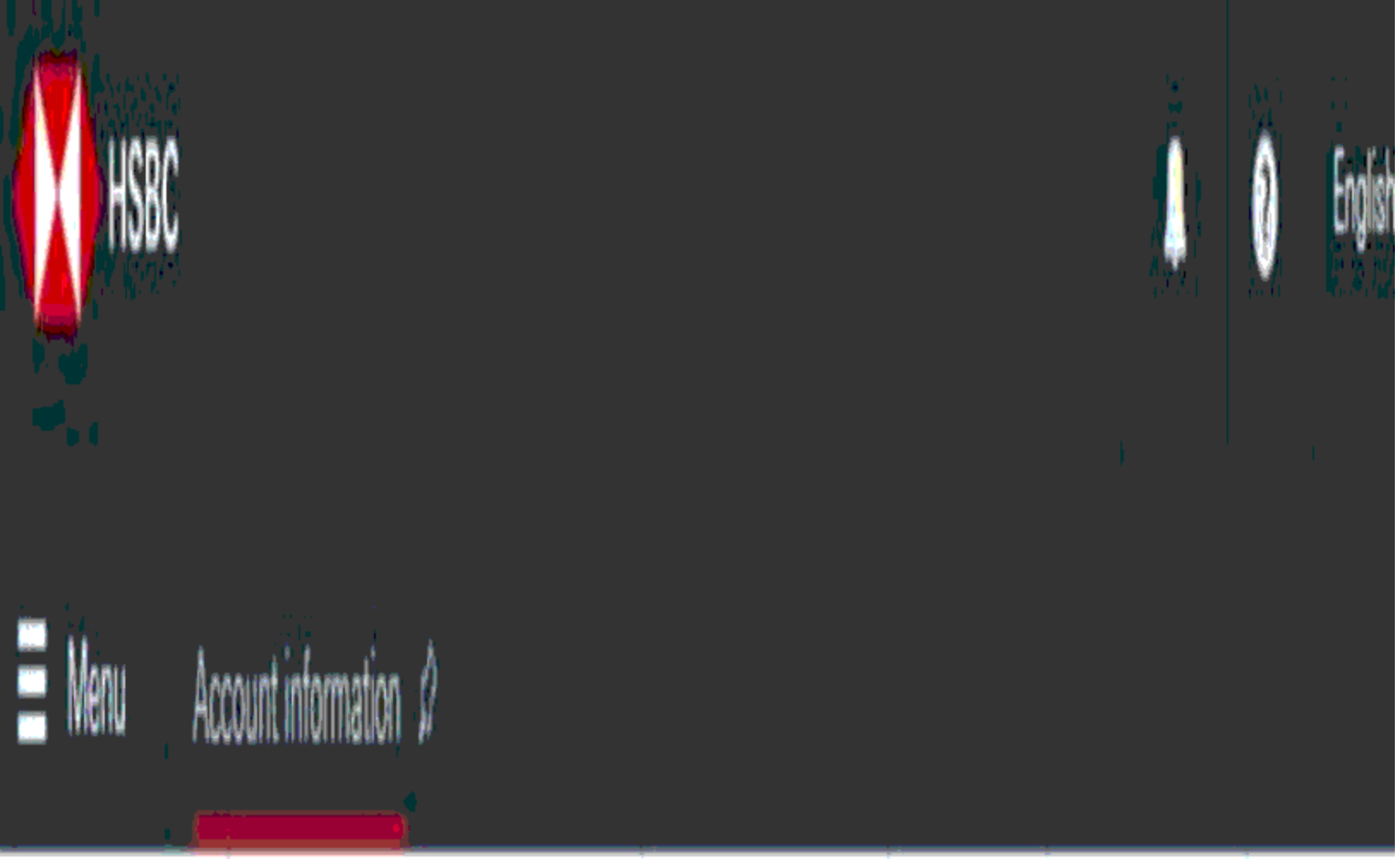
Sender To Receiver Information:
/INS/BANK POSTAL CODE: V6C 3G1
//SWIFT CODE: HKBCCATT

Instruction Code:

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank). RBC may, in its discretion and without notice to you, delay in making the payment or decide not proceed with the payment, in which case RBC shall refund of the payment amount and any applicable fees.

RBC will not be responsible for any loss or damage suffered by you except where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action. In making the payment, your personal or business information and information on the recipient, may be revealed to third parties. Since the payment will travel, the information related to it will be subject to the laws of the jurisdiction in which the information is located or processed at that time.

SIGNATURE(S):_____



HSBC

English

Menu

Account information

CAR07121EAV9F9DS	MABLE WONG
	//INV/FILE NO. 48184-0012 //SL 44 SUITE 407 CHLOE
	// MABLE CHIU MAN WONG // ATTENTION BHAGWANT DHALIWAL
		CA211207332055	TRANSFER	144,350.00	07 Dec 2021

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 44
Suite: 407

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☒ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And MABLE CHIU MAN WONG (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated SEPTEMBER 9, 20 21 with respect to the purchase and sale of Strata Lot # 44 (the **"Strata Lot"**) (Suite # 407) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 20 day of JUNE, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 144,320 by (check one):

☒ Wire Transfer – Funds being wired from HSBC (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

_____ _____
Purchaser(s) – Print Name Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

ROYAL BANK OF CANADA
VAN BC-PB VANCOUVER

ROYAL FUNDS TRANSFER
2022 JUN 20

Branch Ref No... 00920-22171-199983 Value Date..... 2022 JUN 20
ICN..... From Send Ref....

Payment Amount.....$	144,320.00	CAD	Charges For...	Sender
Client Rate.....	1.00000000		Serial No.....	
Conversion Amount.....$				
Wire Payment Fee Sep Dr $	45.00	CAD		
Not Present Fee.....$	0.00	CAD		
IBAN Fee.....$	0.00	CAD		
Total Fees.....$	45.00	CAD		
Client Pays (Princ).....$	144,320.00	CAD		
Sender Pays (Fees).....$	45.00	CAD		

Ordering Customer:
MABLE WONG

Remittance Information:
/RFB/CHLOE-STRAT LOT44 UNIT407-2096
//WEST 47TH AVENUE, VANCOUVER BC
//MABLE WONG, FILE NO 48184-0012
//CLARK WILSON LAWYER NAME BSD

Intermediary Institution:

Account With Institution:

(00016 10020)
HSBC BANK CANADA
VANCOUVER MAIN
885 WEST GEORGIA STREET
VANCOUVER BC CA

Beneficiary Account: 002335-090

Beneficiary Customer:
CLARK WILSON LLP
900-885 WEST GEORGIA STREET

VANCOUVER BC V6C3H1 CA

Sender To Receiver Information:
/INS/BANK POSTAL V6C 3G1
/ACC/SWIFT CODE HKBCCATT

Instruction Code:

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank). RBC may, in its discretion and without notice to you, delay in making the payment or decide not proceed with the payment, in which case RBC shall refund of the payment amount and any applicable fees.

RBC will not be responsible for any loss or damage suffered by you except where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action. In making the payment, your personal or business information and information on the recipient, may be revealed to third parties. Since the payment will travel, the information related to it will be subject to the laws of the jurisdiction in which the information is located or processed at that time.

SIGNATURE(S):_____

CHLOE
Deposit Receipt

SL: 42 (previously 42)
Suite: 406 (previously 407)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And MABLE CHIU MAN WONG (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated SEPT 9, 20 22 with respect to the purchase and sale of Strata Lot # 42 (the **"Strata Lot"**) (Suite # 406) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 15TH day of DECEMBER, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 144,320.00 by (check one):

☒ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

HSBC | Statement details

Account name: HSBC Trust (Con$) CW
Currency: CAD

Value date	Credit amount	Debit amount	Bank reference	Customer reference
15 Dec 2022	144,320.00		CAR15122EAW0HHVK	CA221215522019
Narrative	MABLE WONG, /RFB/CHLOE-STRAT LOT44 UNIT407-2096 //WEST 47TH AVENUE, VANCOUVER, //MABLE WONG, FILE NO 48184-0012 //CLARK WILSON LAWYER NAME BSD			

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Mable Chiu Man Wong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

MW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Mable Chiu Man Wong (the "Purchaser") of Suite # 407 / strata lot # 44 in the development known as Chloé hereby acknowledge having received on the 21 day of June, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: June 21, 2022.

(Purchaser) Mable Chiu Man Wong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Mable Chiu Man Wong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

MW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Mable Chiu Man Wong (the "Purchaser") of Suite # 407 / strata lot # 44 in the development known as Chloé hereby acknowledge having received on the 21 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 21, 2022.

(Purchaser) Mable Chiu Man Wong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Mable Chiu Man Wong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

MW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Mable Chiu Man Wong (the "Purchaser") of Suite # 407 / strata lot # 44 in the development known as Chloé hereby acknowledge having received on the 08 day of March, 2024, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: March 08, 2024.

(Purchaser) Mable Chiu Man Wong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Mable Chiu Man Wong **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

MW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Mable Chiu Man Wong (the "Purchaser") of Strata Lot #41 / Suite #406 in the development known as Chloé hereby acknowledge having received on the 08 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #44 / Suite #407 and has now been changed to Strata Lot #41 / Suite #406.

Purchaser

MW	

Initials

Date: March 08, 2024.

(Purchaser) Mable Chiu Man Wong

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Leslie Dale Saperstein **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

SL: 43
Suite: 406

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 30 day of June, 2021.

Witness	Purchaser's Signature	Leslie Dale Saperstein Print Name
Witness	Purchaser's Signature	Print Name

SL No. 43 Suite No. 406

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Leslie Dale Saperstein

Occupation: Home maker

Address: ~~2122 W 15th Ave~~ 102-2122 W 15th Ave

City: Vancouver

Province: BC **Postal Code:** V6K 2Y5

Tel: (778) 794-4444 **Cell:**

Email: lesliesapers@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Dec 29, 1962

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 43 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 406, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,400,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $115,000.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $120,000.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $120,000.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $120,000.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 30 day of June, 2021.

Witness	*Purchaser*: Leslie Dale Saperstein Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 30 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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Purchaser | Purchaser | Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

INITIALS

Purchaser	Purchaser	Vendor
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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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Purchaser	Purchaser	Vendor
		YU

expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than ~~5%~~ Three (3%) smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by ~~5%~~ Three (3%) or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than ~~5%~~ Three (3%), than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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Purchaser	Purchaser	Vendor

defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor
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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Purchaser	Purchaser	Vendor
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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor
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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor
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CHLOÉ
KERRISDALE

SL: 43
Suite: 406

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Jovi Realty (the "**Selling Brokerage**") and Genie Lam PREC R. Geneve Lam PREC (the "**Purchaser's Agent**"); or

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PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

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PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 30 day of June, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 30 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

X **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 30 day of June, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 30 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

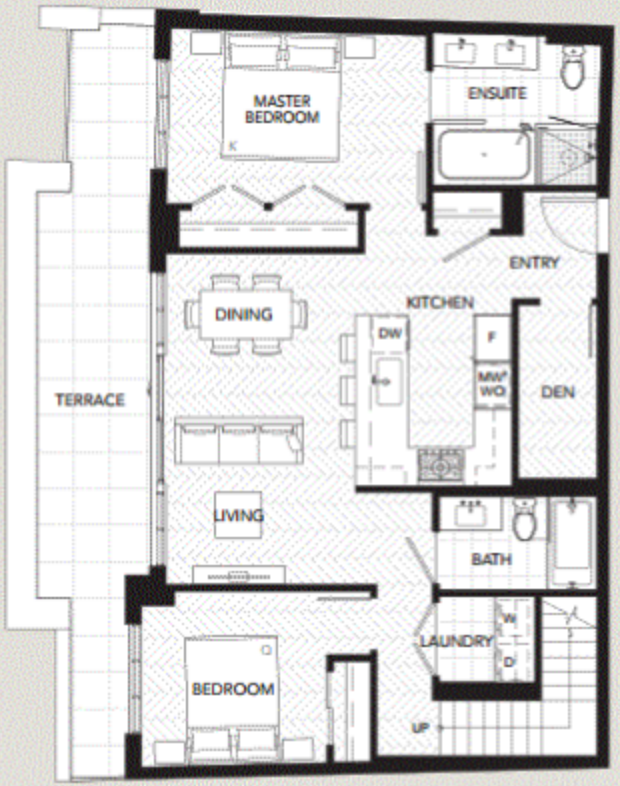
CHLOÉ

KERRISDALE

PLAN C2

2 Bedroom + Den

Interior:	1,029 sf
Terrace:	205 sf
Rooftop Terrace:	764 sf
Total:	1,998 sf



MAIN LEVEL

TERRACE LEVEL

See Attached Addendum

LEVEL 4

NORTH

0 1 2 3 4 5 10 FT

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

SL: 43
Suite: 406

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DATED this 30 day of June, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 30 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s)**:**

- ☐ **Gaggenau 24" 1/2 Height Wine Fridge**
- ☐ **Gaggenau 24" Full Height Wine Storage**
- ☒ **Gaggenau 30" Combi Steam Oven**
- ☐ **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

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[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

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DATED this 30 day of June, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 30 day of June, 20 21.

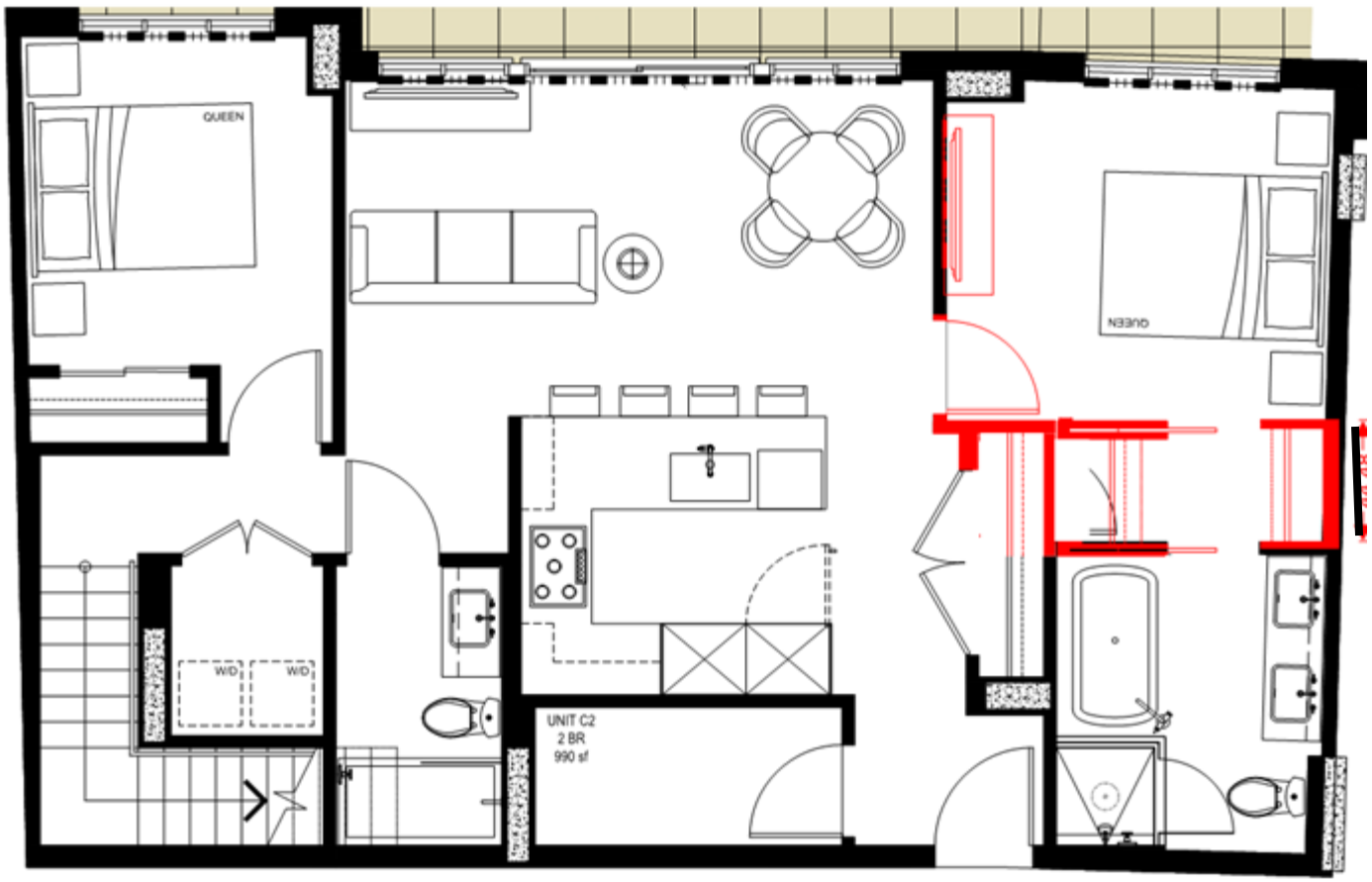
1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

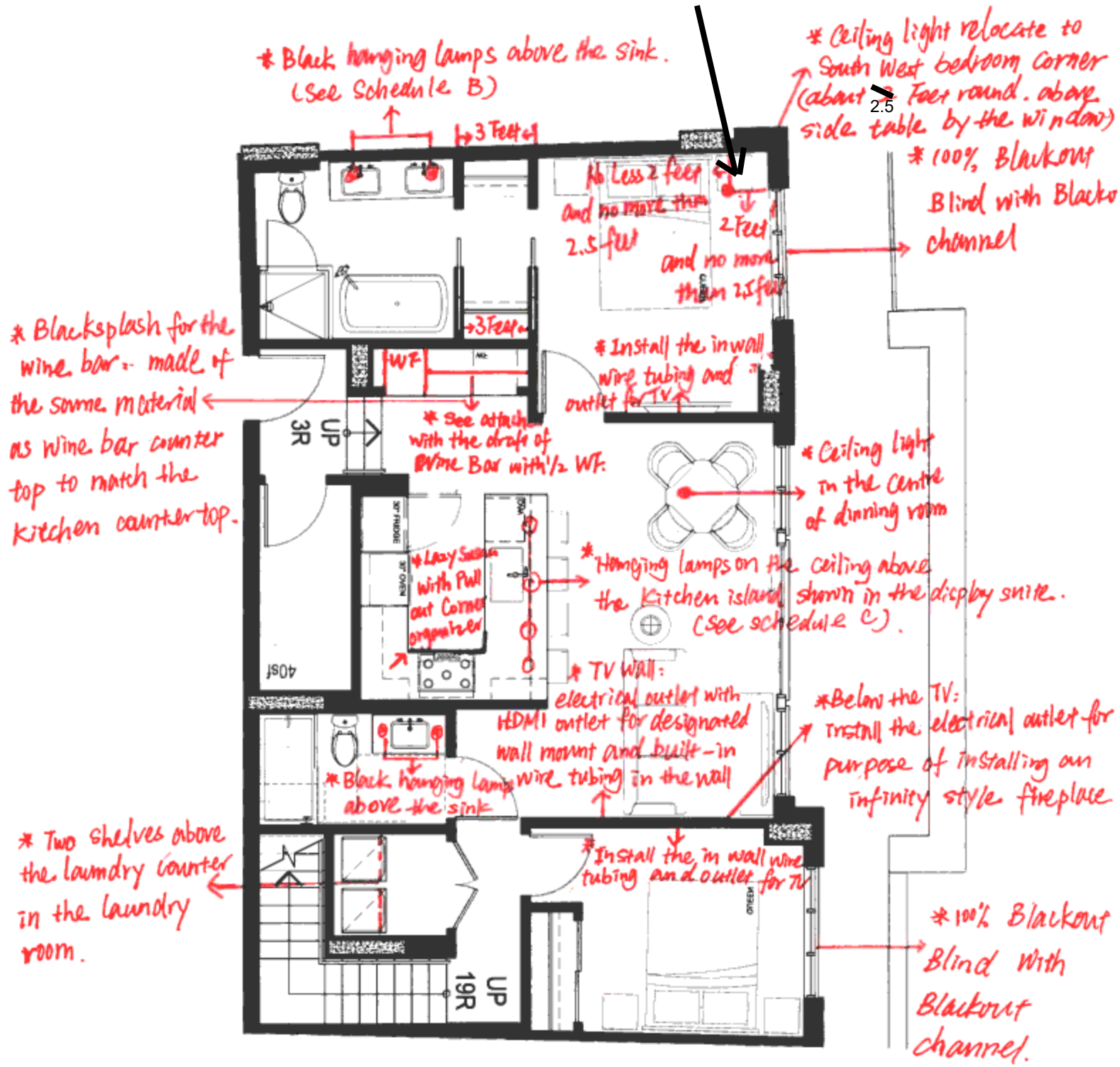
See Attached Addendum



D & YU

Schedule "A"

In the master bedroom: TO accommodate a 21" inch circular light fixture with some room, no less than 2 feet and no more than 2.5 feet.



UNIT C2a

R02

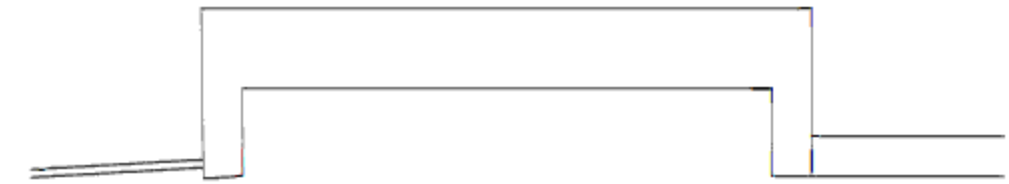
(#406) -MIRRORED

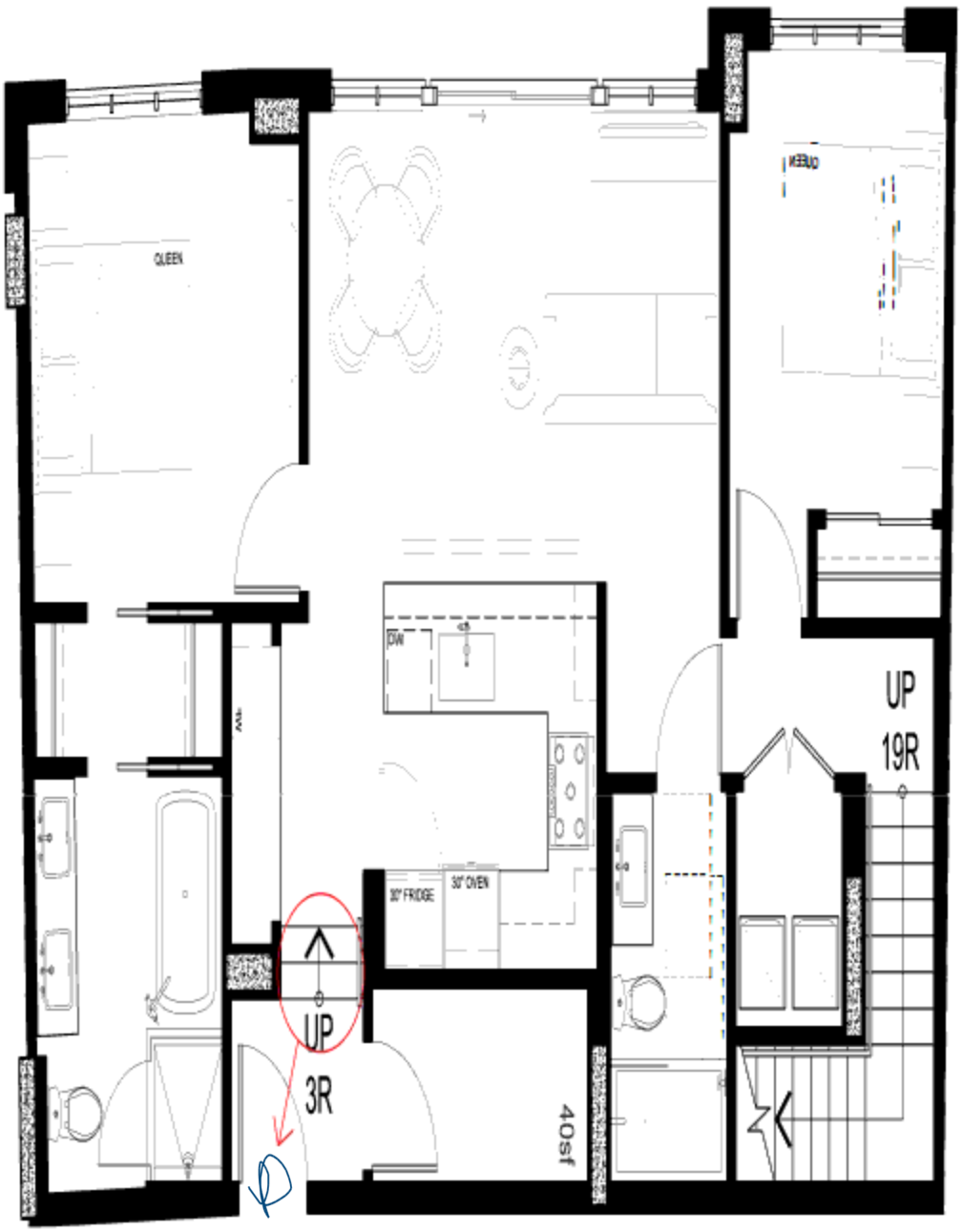
990 sf (1030 sf)

1/4" = 1'-0"

10 OCT 21

Schedule "A"

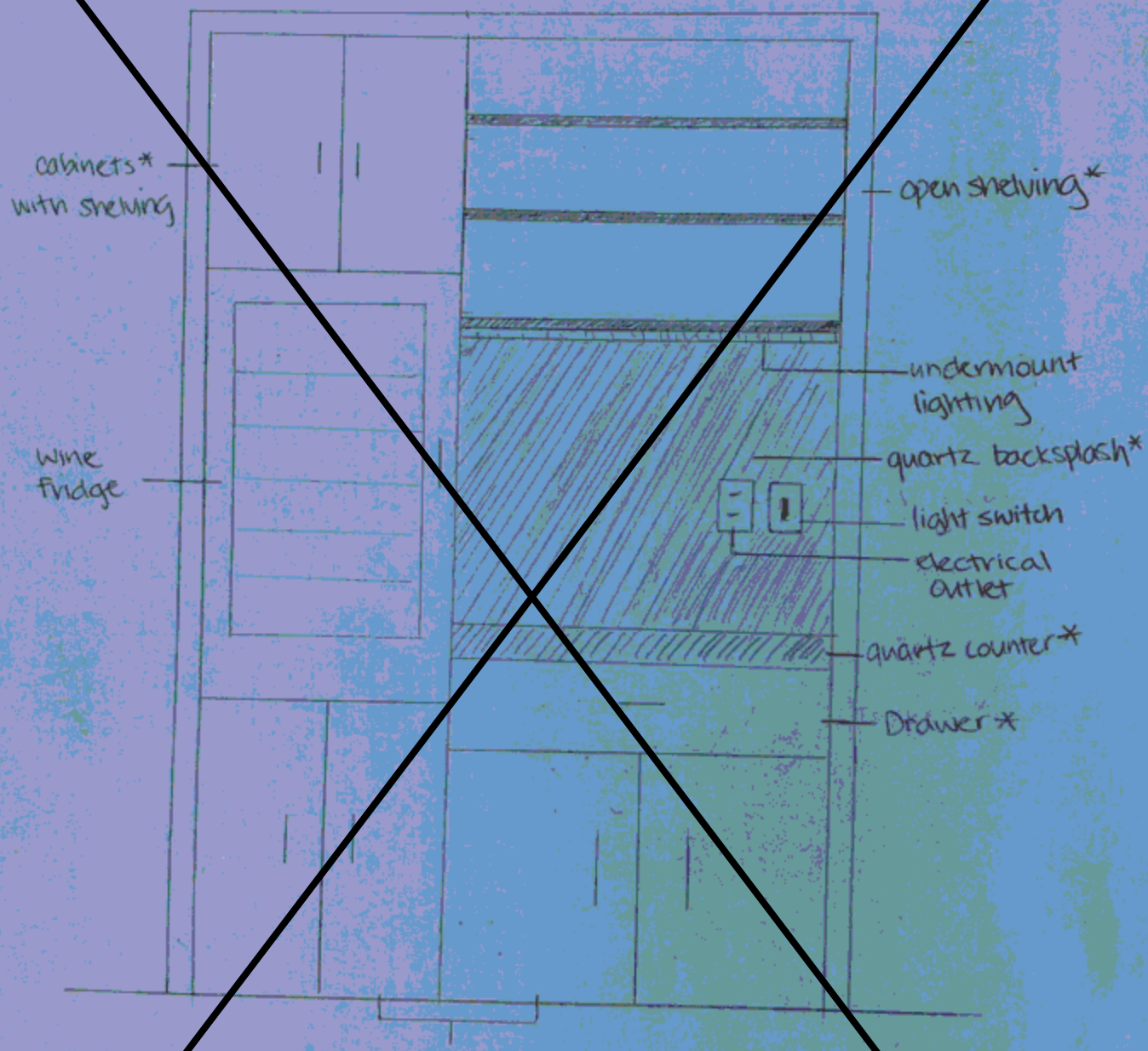




UNIT C2a
R02
(#406) -MIRRORED
990 sf (1030 sf)
1/4" = 1'-0"
10 OCT 21

UNIT 406, SL 43

DRAFT OF WINE BAR (converted hallway closet), final plan to be included in contract



* to match & use exact finishings as the kitchen

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

$42,000.00 ~~$54,000~~ [redacted]

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of ~~$120,000.00~~ (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

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DATED this 30 day of June, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 30 day of June, 20 21.

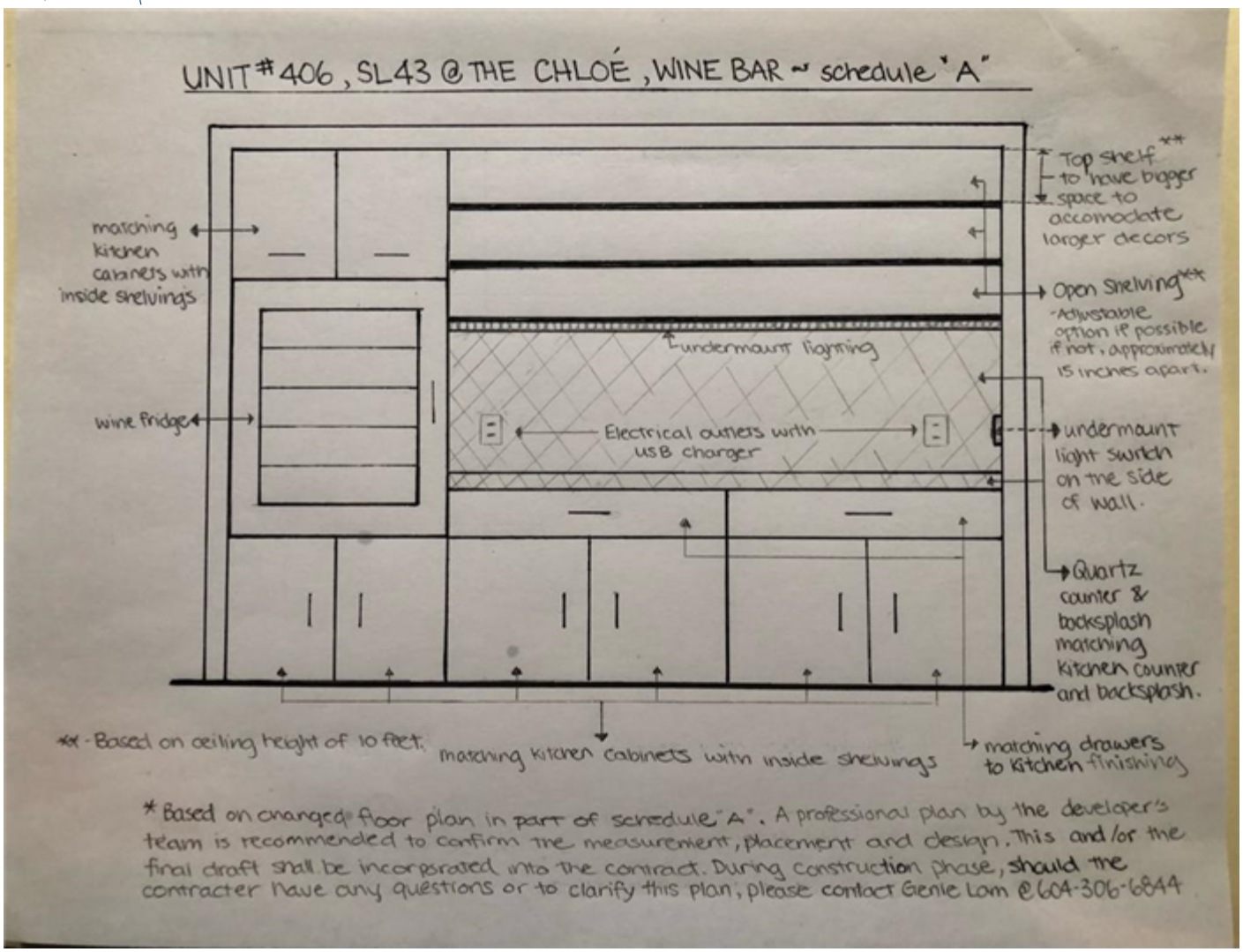
1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

P # YU



* Based on changed floor plan in part of schedule "A". A professional plan by the developer's team is recommended to confirm the measurement, placement and design. This and/or the final draft shall be incorporated into the contract. During construction phase, should the contracter have any questions or to clarify this plan, please contact Genie Lam @ 604-306-6844

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30th, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30th, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

(approximately)

1) Master bedroom to have a walk-in closet of 3 feet, ~~no pocket door to the closet (leave it open) and a swing door~~ from the closet to the ensuite bathroom. Swing door can be installed if BC Building Code requirements are met.

2) Built-ins included in the master bedroom walk-in closet. [redacted]

3) [redacted] ~~across the back wall, not including the closet.~~

4) ~~Sliding door from the master bedroom to the patio/balcony.~~

5) 100% black out blinds with blackout channels in both bedrooms. Purchaser to pay for 100% blackout blinds and installation.

6) Hallway closet ~~converted to a wine bar area with wine fridge and countertop, electrical outlet and under mount light in bar, shelves on top of bar counter and drawer and cabinets underneath. Cabinets above and below wine fridge and all finishings as the same materials as the kitchen.~~ to be drywalled with no doors or door frame. Electrical will be installed by the Developer. Buyer to engage an outside contractor that will install the wine bar millwork at the purchasers cost. Developer to provide the 1/2 height wine fridge at no cost.

7) Lazy susan with pull out attached for corner storage in the kitchen.

8) ~~Under-mount lighting below top cabinets in the kitchen.~~

9) Living room TV wall to have a TV, electrical and HDMI outlet for designated wall mount and built in wire tubing in the wall. (placement to be confirmed on floorpan)

10) below the TV would have an electrical outlet for the purpose of installing an infinity style electric fireplace. (placement to be confirmed on floorplan)

11) ~~Nest thermostat hookup and installation by completion.~~

12) Gas bib, water bib and electrical outlets on ~~both~~ roof-top terrace ~~and balcony~~ with at least one extra electrical outlet on the roof top terrace. 4th floor balcony will include a gas bib with the cost of installation deducted from the Decorating allowance.

13) The developer will do the best effort to assign 2 regular sized (or bigger) parking spaces with at least one of them for EV charging. (~~side by side and close to the elevator~~)

14) The developer agrees to add an upgrade item for Gaggenau 24" ½ Height Wine Fridge with zero cost.

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

by way of an Amendment to the Disclosure Statement:

Vendor undertakes to modify the following sections in Exhibit E ~~of the Disclosure Statement~~:

i) 50.12 (b), remove "For clarity, summer furniture and accessories does not include a pergola, gazebo, umbrella, bot tub, arbor, shed, or canopy, and"

ii) 51.2 (a), remove the wording "or a balcony, terrace or roof terrace that is designated as limited common property"

iii) 51.2 (b) remove entirely,

iv) Insert new section with "For clarity, smoking and vaping is only permitted on limited common property, including without limitation, patios, balconies and porches."

Vendor further undertakes to file an amendment to Disclosure Statement to effect the changes noted above.

if it is not satisfied, ~~anytime~~ the contract could be null and void by the buyer with all the deposit promptly returned to the buyer including interest (if any).
by completion and occupancy

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

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DATED this 30 day of June, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of _____, 20 ____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 2nd, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30 ~~July 2nd~~, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The developer warrants that the purchase price includes the following items:

1) Master bedroom to have a walk-in closet of approximately 3 feet. A swing door from the closet to the ensuite bathroom. The swing door can be installed if BC Building Code requirements are met.

2) Built-ins included in the master bedroom walk-through closet.

3) 100% black out blinds with blackout channels in both bedrooms.

4) Hallway closet converted to a wine bar area with wine fridge and a quartz countertop and electrical outlet, light switch and under-mount light in bar area, shelves on top of bar counter and a drawer and cabinets underneath. Cabinets ~~Cabernets~~ above and below wine fridge and all finishings as the same materials as the kitchen. Please see attached draft plan for reference which is provided by the purchaser. The final plan/floor plan to be included in the contract.

5) Lazy-susan with pull out attached for corner storage in the kitchen.

6) Living room TV wall to have a TV, electrical and HDMI outlet for designated wall mount and built-in wire tubing in the wall. (placement to be confirmed on the final floor plan)

7) Below the TV would have an electrical outlet for the purpose of installing an infinity style electric fireplace. (placement to be confirmed on the final floor plan)

8) Gas bib, water bib and electrical outlets on roof-top terrace with at least one extra electrical outlet on the roof top terrace.

9) The organizers in the kitchen drawers as shown in the display suite.

10) Water bib and electrical outlet in the balcony.

11) Two shelves above the laundry counter in the laundry room.

12) Upgrade item for Gaggenau 24" 1/2 Height Wine Fridge, at no additional cost

13) The developer will do the best effort to assign the 2 regular sized (or bigger) parking spaces with at least one of them for EV charging and the parking stalls are side by side with no column in between the two stalls.

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

14) Vendor undertakes to modify the following sections in Exhibit E by way of an Amendment to the Disclosure Statement:

i) 50.12 (b), remove “For clarity, summer furniture and accessories does not include a pergola, gazebo, umbrella, hot tub, arbor, shed, or canopy, and"

ii) 51.2 (a), remove the wording "or a balcony, terrace or roof terrace that is designated as limited common property"

iii) 51.2 (b) remove entirely,

iv) Insert new section with "For clarity, smoking and vaping is only permitted on limited common property, including without limitation, patios, balconies and porches."

Vendor further undertakes to file an amendment to Disclosure Statement to effect the changes noted above. If it's not satisfied by Jan 1st, 2023, the contract may be terminated, null and void without penalty by the purchaser with all the deposit promptly returned to the purchaser including interest (if any).

14) The developer agrees and consents that the purchaser can assign/add Purchaser's spouse, parents, sibling, child, grandparents, grandchild with Assignment fee $500 plus GST and any other applicable value-added or sales tax on such amount, according to the timeline on contract agreement 11.4 (a).

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

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DATED this 2nd day of July, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 3rd day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
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Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 2nd, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Vendor and Purchaser agree to:

1. Install a backsplash for the wine bar made of the same material as wine bar counter top to match the kitchen counter top.

2. Install tubing in the wall for TV wall mount in both master and second bed rooms. This tubing enables cables to be run from the outlet near the floor to the TV which will be mounted on the wall.

For Clarity, please see the attached Schedule "A". This drawing is for reference only. The vendor agrees to have an elevation created that is to scale and will be included in the "as-built" drawings for the development.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

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CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
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DATED this 5 day of August, 2021.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 17 day of August, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and Purchaser hereby agree to relocate the ceiling light to the Southwest master bedroom corner to accommodate a 21" inch circular light fixture with some room, no less than 2 feet and no more than 2.5 feet. See ~~Schedule "A"~~.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of November, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 08 day of December, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 30, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

and install

The Purchaser and Vendor hereby agree to include the following items at no additional cost:

1. Black hanging lamps in both bathrooms (Show as Display Only). See Schedule B
2. Hanging lamps on the ceiling above the kitchen island shown in the display suite. See Schedule C
3. Coffee table in the display suite. See Schedule D

See attached photographs in the contract for reference.

"For clarity the vendor and purchaser agree to the suite revision indicated on the schedule A and to include the items described above (points 1,2 &3) and shown in Schedule B,C and D"

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 30 day of October, 20 21.

Witness	Purchaser's Signature	Leslie Dale Saperstein Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of November, 20 21.

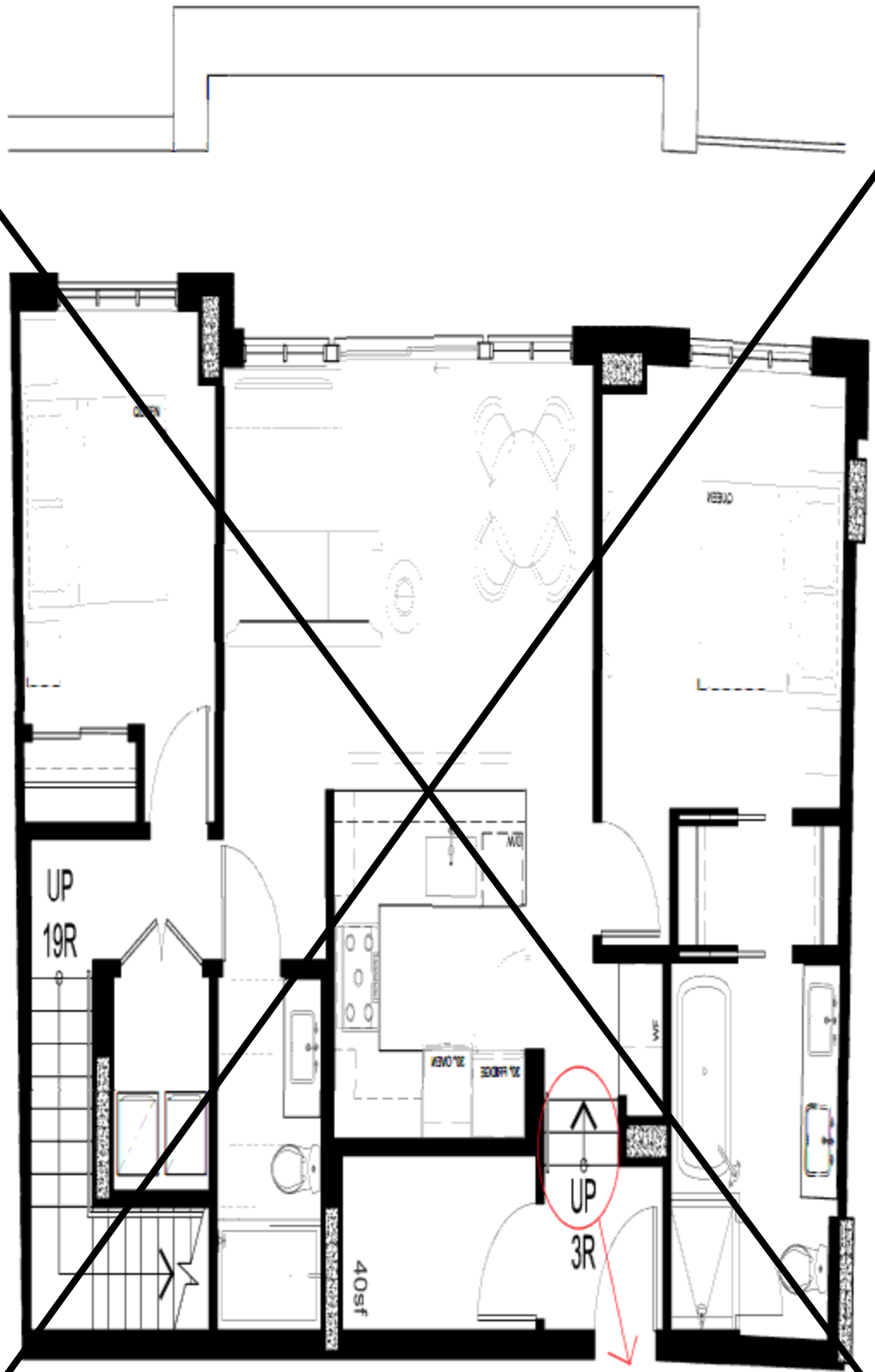
1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Schedule A



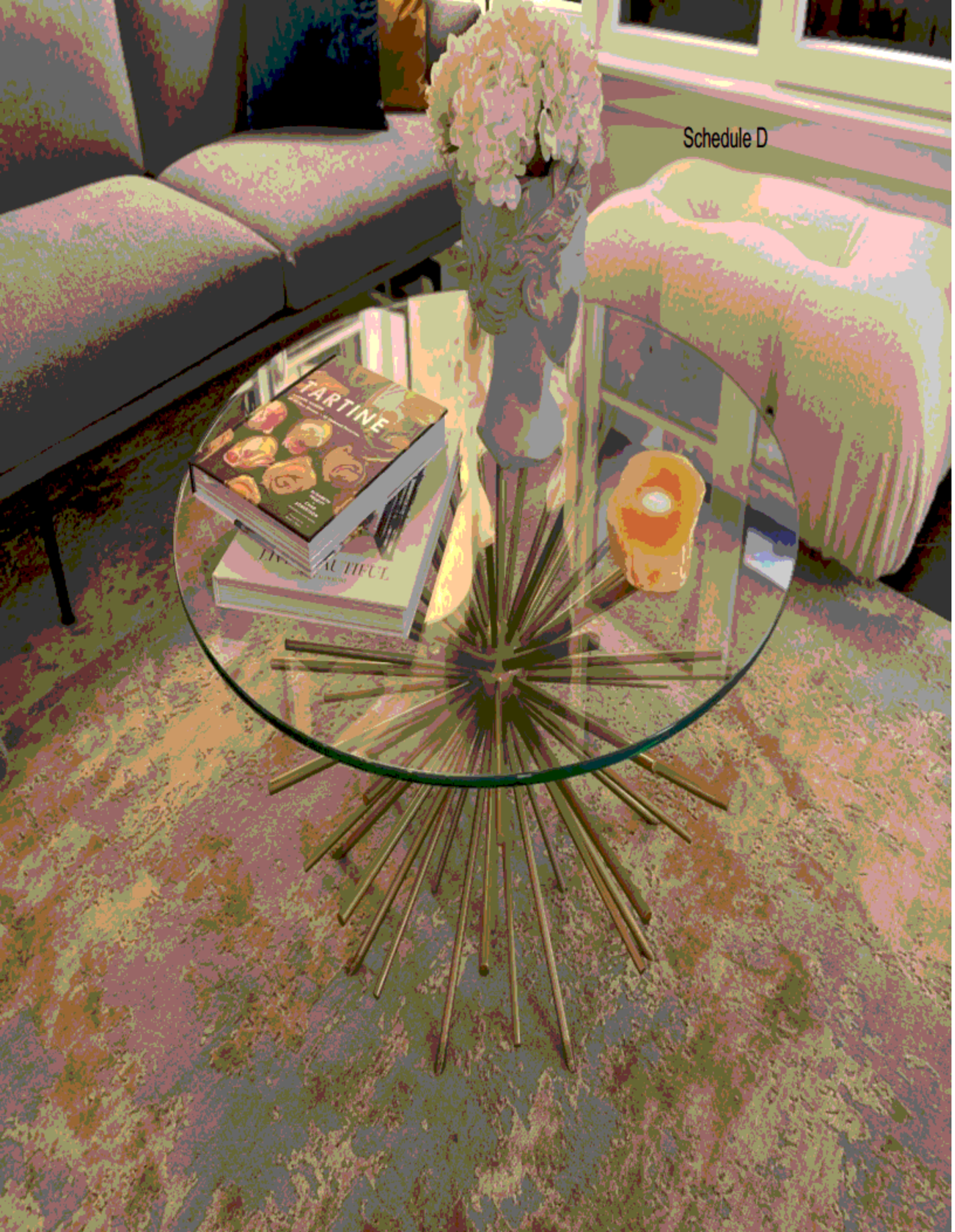
[redacted]. See updated Schedule A - 2021 10 27

D # YU

UNIT C2a
R01
(#406)
990 sf (1030 sf)
1/4" = 1'-0"
6 OCT 21

Schedule B

Schedule C


Schedule D
TARTINE

CHLOE
Agent Commission Form

SL: 43
Suite: 406

AGENT COMMISSION FORM

Date: June 30, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 43 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price plus $20,000 Bonus
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Seventy five 75% ~~Fifty (50%)~~ percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices ~~each for fifty (50%) percent of the Commission to the Vendor's Agent at:~~ , one for seventy five (75%) percent and one for twenty five (25%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 43 Suite No. 406 within the Development.

INITIALS

Agent	Vendor

CHLOE
Agent Commission Form

SL: 43
Suite: 406

Net Purchase Price: ~~2,400,000.00~~ ~~$2,200,000~~ ~~$2,346,000~~ $2,358,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: ~~R. Genieve Lam PREC~~ Genie Lam PREC

Managing Brokerage: Jovi Realty

Address: ~~Jovi Realty~~ 201-2010 East 48th Ave, Vancouver B.C., V5P 1R8

Phone: (604) 306-6844 Fax: _____ Email: vancouverrealestateinfo@gmail.com

Signed:

Witness

R. Genieve Lam PREC
Purchaser's Agent Name

Purchaser's Agent Signature

Witness

Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

DigiSign Verified: 747B5D92-B54E-4A42-AC18-D8E5D570C8ED

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

AGENT COMMISSION FORM

Date: June 30, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 43 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price plus $20,000 Bonus
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Seventy five 75% ~~Fifty (50%)~~ percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices ~~each for fifty (50%) percent of the Commission to the Vendor's Agent at:~~ , one for seventy five (75%) percent and one for twenty five (25%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
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Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 43 Suite No. 406 within the Development.

INITIALS	
Agent	Vendor

DigiSign Verified: 747B5D92-B54E-4A42-AC18-D8E5D570C8ED

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

Net Purchase Price: ~~$2,400,000.00~~ ~~$2,280,000~~ $2,358,000.00 ~~$2,346,000~~

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: ~~R. Genieve Lam PREC~~ Genie Lam PREC

Managing Brokerage: Jovi Realty

Address: ~~Jovi Realty~~ 201-2010 East 48th Ave, Vancouver B.C., V5P 1R8

Phone: (604) 306-6844 Fax: _____ Email: vancouverrealestateinfo@gmail.com

Signed:

_____
Witness

R. Genieve Lam PREC
Purchaser's Agent Name

Purchaser's Agent Signature

Brenda Mason

_____
Witness

Managing Broker's Name

Brenda Mason
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

05 Jul 2021	SAPERSTEIN LESLIE /RFB/REF FILE NUMBER 48184-0012, //STRATA LOT 43, UITE 406 //CHLOE DEVELOPMENT, ON BE HALF OF //LESLIE S APERSTEIN, BSD	115,000.00	CAR050718QH2UTJ4	CA210705223947

DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
SAPERSTEIN,
LESLIE DALE
DL:3497990
DOB: 1962-Dec-29
Issued: 2018-Sep-25
Expires: 2023-Dec-29
Restrictions/
Endorsements:
Class: 5
Wt: 72.0 kg Ht: 165 cm
Sex: F Eyes: BRN Hair: BRN
102-2122 15TH AVE W
VANCOUVER BC V6K 2Y5
BRITISH
COLUMBIA
1962
CANADA

PASSPORT
PASSEPORT

CANADA

Type/Type
P

Issuing Country/Pays émetteur
CAN

Surname/Nom
SAPERSTEIN

Given names/Prénoms
LESLIE DALE

Nationality/Nationalité
CANADIAN/CANADIENNE

Date of birth/Date de naissance
29 DEC /DÉC 62

Sex/Sexe
F

Place of birth/Lieu de naissance
VANCOUVER CAN

Date of issue/Date de délivrance
19 AUG /AOÛT 14

Date of expiry/Date d'expiration
19 AUG /AOÛT 24

Issuing Authority/Autorité de délivrance
MISSISSAUGA

P<CANSAPERSTEIN<<LESLIE<DALE<<<<<<<<<

GI734157<3CAN6212298F2408194<<<<<<<<<<

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 406 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: R. Genieve Lam PREC / Jovi Realty
Date Information Verified/Credit File Consulted: Jun 30, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Leslie Dale Saperstein
2. Address:
102 2122 W 15th Ave Vancouver BC V6K 2Y5
3. Date of Birth: December 29, 1962
4. Nature of Principal Business or Occupation: Home maker

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: 3497990
3. Issuing Jurisdiction: BC **Country:** Canada
(Insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: December 29, 2023
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Receipt from Avesdo

Receipt #1692-7651

AMOUNT PAID	DATE PAID	PAYMENT METHOD
C$5,000.00	June 30, 2021	VISA - 8427

SUMMARY

Reservation charge created for Suite. 406 SL. 43 in Chloe Kerrisdale	C$5,000.00
Amount charged	**C$5,000.00**

If you have any questions, contact us at billing@avesdo.com or call at +1 888 278 7980.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 7th day of July, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 115,000.00 by (check one):

☒ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☐ Bank Draft – Name of Bank _____

Leslie Dale Saperstein
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

Received by _____ of Magnum Projects Ltd. on this this _____ day of _____, 20 ____.

RBC Investments | OMSnet | EZnet

Order Entry | Status of Orders | Bankwire report | Change Password | Logout

Bankwire order created successfully, order # is 210705-S10B98
**** Please write down order number for future reference ****
**** Please Print screen and forward document for first level approval ****
Multiple requests being made on the same account
No foreign instructions on ADP account - Verify Beneficiary
Payment exceeded 100K C$ limit
Payment exceeded 25K C$ debit balance
Payment exceeded 25K C$ limit check

Bankwire Entry Confirmation

Clear page for next entry

Status: **FIRST LEVEL APPROVAL REQUIRED** **EMMRAD**
**** APPROVAL REQUIRED BEFORE 02:00 PM ****

IA #: S9X

ADP Acct # : 3615106717 **SAPERSTEIN L**

Beneficiary Name: * CLARK WILSON LLP Address: * 900-885 W GEORGIA STREE

City: * VANCOUVER

Province/State: BC Postal/ZIP Code: V6C 3H1 Country: * CANADA

Beneficiary Code: **One or more parties is not a Financial Institution**

Amount: 115,000.00 Currency: **C$** **Funds Out**

Bank # /Transit # /Account #: / / *(Canadian Bank Info)*

Payment details: *(required if payment going to foreign or US institution)*

HSBC BANK: 0016, TRANSIT: 10020; ACCT: 002335-090
REFERENCE: FILE NUMBER 48184-0012, STRATA LOT 43,
UITE 406; CHLOE DEVELOPMENT, ON BEHALF OF LESLIE
APERSTEIN, BSD

Beneficiary *Account#/ IBAN/ CLABE*: 002335-090

Branch Contact #: (604) 678 - 5792 Ext. Name: EMMA RADCLIFFE

Comments: SOLD TO COVER, LOA TO CAGE

Payee Name: LESLIE SAPERSTEIN *(For Statement Use Only)*

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OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 30, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 28 day of September, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 120,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotiabank

Leslie Dale Saperstein
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

THIS DOCUMENT CONTAINS SECURITY FEATURES – SEE REVERSE

CANADIAN DOLLAR DRAFT

877956

Scotiabank.
650 WEST GEORGIA ST., SUITE 510
VANCOUVER, BRITISH COLUMBIA V6B 4N7

DATE 2021 09 28 (Y Y Y Y M M D D)

PAY TO ORDER OF CLARK WILSON LLP, IN TRUST $ 120,000.00

SUM OF EXACTLY 120,000 DOLLARS ********** 00/100 CANADIAN FUNDS

THE BANK OF NOVA SCOTIA

AUTH NO. C3009 AUTHORIZED OFFICER

AUTH NO. B1227 AUTHORIZED OFFICER

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

Ref: Chloe Kerrisdale - Strata Lot 43, Unit 406 (Leslie Saperstein)

⑈877956⑈ ⑆38562⑈002⑆ 00000⑈43 52100⑈

1520454 05/20

®Registered trademark of The Bank of Nova Scotia

0022956-8

Received by _____ of Magnum Projects Ltd. on this this ____ day of _____, 20 ____.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 43
Suite: 406

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☑ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Leslie Dale Saperstein (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 30th, 2021 with respect to the purchase and sale of Strata Lot # 43 (the "**Strata Lot**") (Suite # 406) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 25th day of March, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 120,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotiabank

Leslie Dale Saperstein
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

Scotiabank.
650 WEST GEORGIA ST., SUITE 510
VANCOUVER, BRITISH COLUMBIA V6B 4N7

CANADIAN DOLLAR DRAFT

698201

DATE 2022 03 25 (Y Y Y Y M M D D)

PAY TO ORDER OF CLARK WILSON LLP, IN TRUST $ 120,000.00

SUM OF EXACTLY 120,000 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA
Ref-Chloe Kerrisdale
Purchaser's Name: MS LESLIE SAPERSTEIN
Strata Lot 43, Unit 406

AUTH NO. R0476 THE BANK OF NOVA SCOTIA
AUTH NO. 0003 AUTHORIZED OFFICER
AUTHORIZED OFFICER

⑈698201⑈ ⑆38562⑉002⑆ 00000⑉43 52100⑈

1500414 05/20

®Registered trademark of The Bank of Nova Scotia

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 41 (previously 43)
Suite: 407 (previously 406)

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And Leslie Dale Saperstein (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated JUNE 30TH, 20 21 with respect to the purchase and sale of Strata Lot # 41 (the **"Strata Lot"**) (Suite # 407) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 4TH day of NOVEMBER, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 120,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank _____

Leslie Dale Saperstein
Purchaser(s) – Print Name

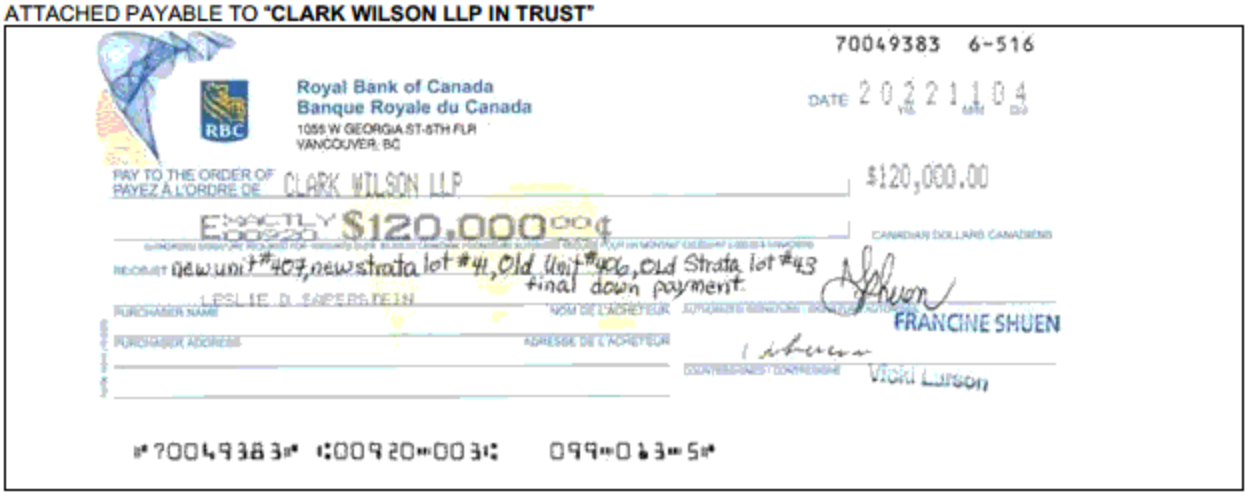
_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**



Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Leslie Dale Saperstein **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Leslie Dale Saperstein (the "Purchaser") of Suite # 406 / strata lot # 43 in the development known as Chloé hereby acknowledge having received on the 22 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 22, 2021.

(Purchaser) Leslie Dale Saperstein

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Leslie Dale Saperstein **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

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CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Leslie Dale Saperstein (the "Purchaser") of Suite # 406 / strata lot # 43 in the development known as Chloé hereby acknowledge having received on the 15 day of June, 2022, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: June 15, 2022.

(Purchaser) Leslie Dale Saperstein

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Leslie Dale Saperstein **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Leslie Dale Saperstein (the "Purchaser") of Suite # 406 / strata lot # 43 in the development known as Chloé hereby acknowledge having received on the 27 day of October, 2022, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: October 27, 2022.

(Purchaser) Leslie Dale Saperstein

(Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Leslie Dale Saperstein **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Leslie Dale Saperstein (the "Purchaser") of Strata Lot #42 / Suite #407 in the development known as Chloé hereby acknowledge having received on the 08 day of March, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #43 / Suite #406 and has now been changed to Strata Lot #42 / Suite #407.

Purchaser

Initials

Date: March 08, 2024.

(Purchaser) Leslie Dale Saperstein

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Kwan, Suk Wah **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

KSW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

SL: 41
Suite: 404

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 10 day of August, 2021.

Witness	Purchaser's Signature	Print Name
	KWAN SUK WAH	Kwan Suk Wah
Witness	Purchaser's Signature	Print Name

SL No. 41 Suite No. 404

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Kwan, Suk Wah

Occupation: Merchandising Supervisor

Address: 2205 120 Milross Ave

City: Vancouver

Province: BC **Postal Code:** V6A 4K7

Tel: 8 (529) 269-9978 **Cell:** 604-298-9152

Email: judy@tigergrp.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Jul 27, 1946

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 41 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 404, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,850,000.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $137,500.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $142,500.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $142,500.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $142,500.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor
KSW		YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	~~[g]~~	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

KSW YU

KSW YU

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 10 day of August, 2021.

[signature]	KWAN SUK WAH
Witness	*Purchaser*: Kwan Suk Wah Seal
Witness	*Purchaser*: Seal

This Offer to Purchase is accepted by the Vendor this 10 day of August, 2021.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: [signature]	Per: [signature]
Authorized Signatory	Authorized Signatory
Per: [signature]	Per: [signature]
Authorized Signatory	Authorized Signatory

INITIALS

KSW		YU
Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

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Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

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4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

INITIALS

Purchaser	Purchaser	Vendor
KSW		

12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

INITIALS

Purchaser	Purchaser	Vendor
KSW		YU

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
KSW		

YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
KSW		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
KSW		

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Kwan, Suk Wah (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated August 10, 2021 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Sutton Group West Coast Realty ~~Sutton West Coast~~ (the "**Selling Brokerage**") and Anne Wei ~~Wei Anne~~ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER
KSW	

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of August, 20 21.

Witness	KWAN SUK WAH Purchaser's Signature	Kwan, Suk Wah Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Kwan, Suk Wah (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated August 10, 2021 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on August 10, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

- ☐ **ONYX NOIR**
- ☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

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SL: 41
Suite: 404

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of August, 20 21.

Witness	KWAN SUK WAH Purchaser's Signature	Kwan, Suk Wah Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

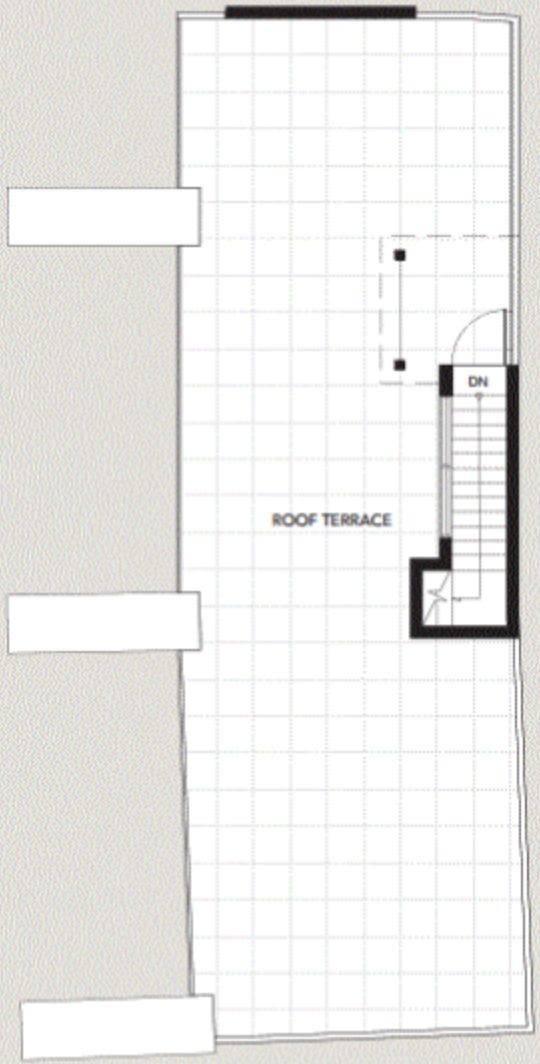
KERRISDALE

PLAN D2

3 Bedroom + Den

Interior:	1,283 sf
Balcony:	312 sf
Rooftop Terrace:	947 sf
Total:	2,542 sf

MAIN LEVEL



TERRACE LEVEL

LEVEL 4

NORTH

0 1 2 3 4 5 10 FT

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Kwan, Suk Wah (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated August 10, 2021 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on August 10, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $ 2,000.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of August, 20 21.

Witness	KWAN SUK WAH Purchaser's Signature	Kwan, Suk Wah Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Kwan, Suk Wah (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated August 10, 2021 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on August 10, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s)**:**

- ☐ **Gaggenau 24" 1/2 Height Wine Fridge**
- ☐ **Gaggenau 24" Full Height Wine Storage**
- ☒ **Gaggenau 30" Combi Steam Oven**
- ☐ **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Appliances Upgrade
Addendum

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KERRISDALE

SL: 41
Suite: 404

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of August, 20 21.

Witness	KWAN SUK WAH Purchaser's Signature	Kwan, Suk Wah Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 20 21.

1076255 B.C. LTD.

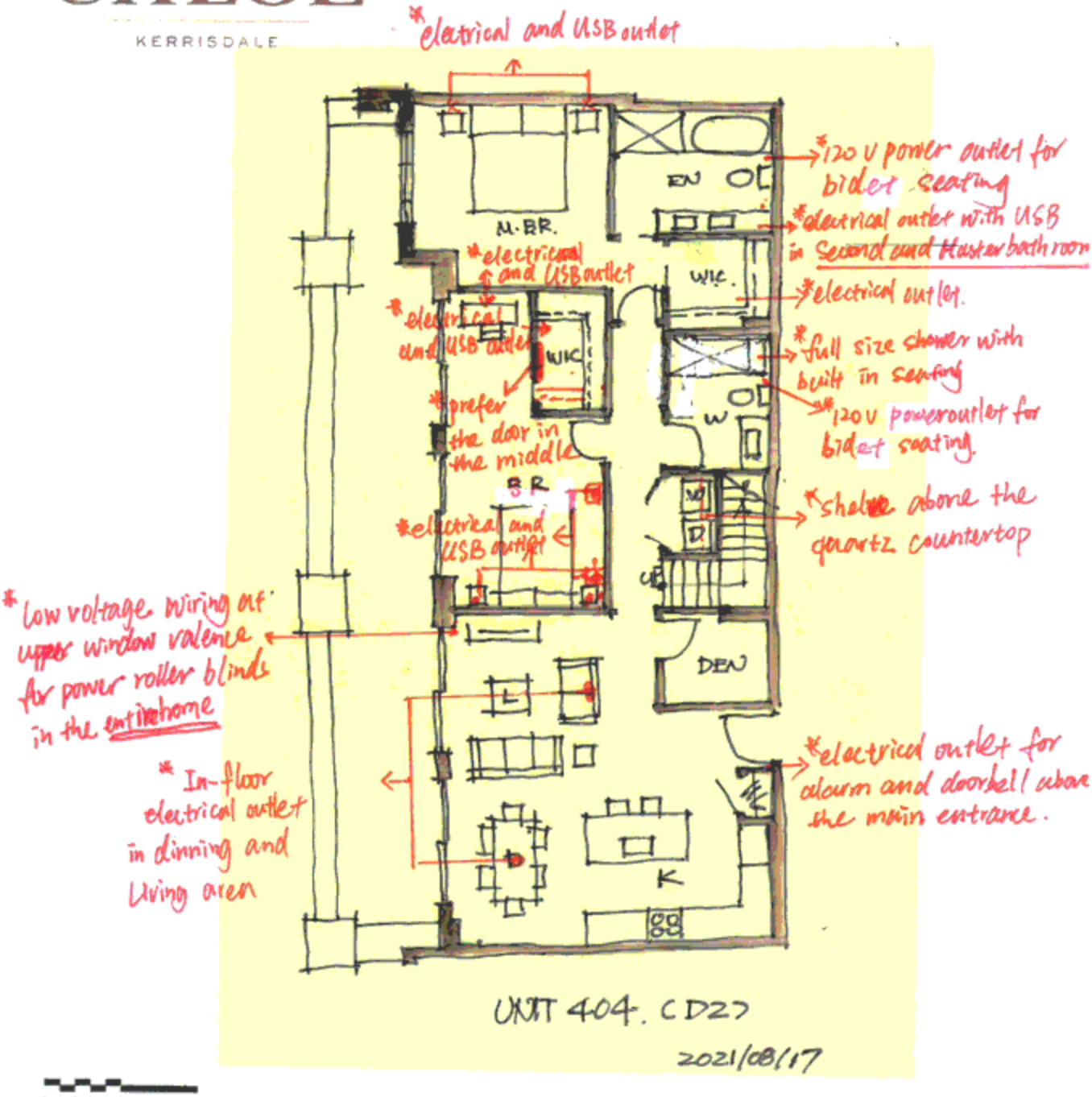
Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

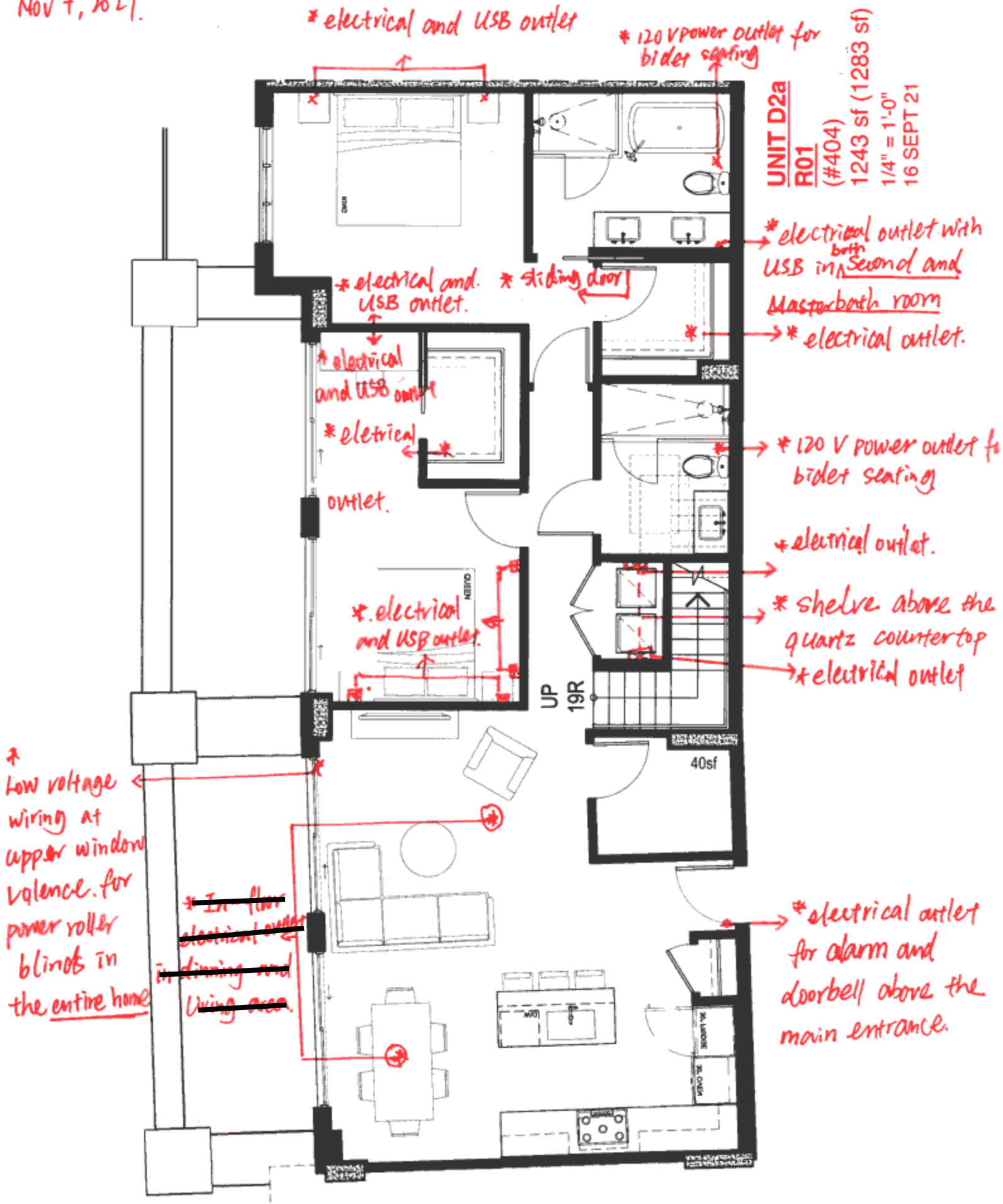
CHLOÉ

KERRISDALE



0 1 2 3 4 5 10 FT

Nov 7, 2021.


* electrical and USB outlet
* 120 V power outlet for bidet seating
UNIT D2a
R01
(#404)
1243 sf (1283 sf)
1/4" = 1'-0"
16 SEPT 21
* electrical outlet with USB in both Second and Masterbath room
* electrical outlet.
* electrical and USB outlet.
* sliding door
* electrical and USB outlet
* eletrical
outlet.
* 120 V power outlet for bidet seating
* electrical outlet.
* shelve above the quartz countertop
* electrical outlet
* electrical and USB outlet.
UP
19R
40sf
* Low voltage wiring at upper window valence for power roller blinds in the entire home
* In floor electrical outlet in dining and living area.
* electrical outlet for alarm and doorbell above the main entrance.

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Suk Wah Kwan (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated August 10, 2021 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on August 10, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

KSW 朱 YU

Vendor and Purchaser agree to install at no additional charge:

1. Standard ~~110V~~ 120V power outlet for both second bathroom and master bathroom near toilet (purchaser to install bidet seating).
2. Low voltage wiring at upper window valence for power roller blinds in the entire home.
3. Electrical outlet 220V for both parking and side by side parking.
4. Adjustable shelves above the laundry counter in the laundry room and install quartz countertop on top of the washer and dryer.
5. Integrated lighting in the laundry room.
6. Install the USB charging port beside the electrical outlet in both bedrooms and bathrooms. KSW 朱 YU
7. The Purchaser hereby requests to change the bathtub to a full-size shower in the second bathroom. The Vendor hereby acknowledges and agrees to the change at no additional cost. For clarity, the shower base, glass, and swing door will be the same dimension as the bathtub specified for this home.

The Vendor and Purchaser agree to change the floor plan from 3 bedroom to 2 bedroom.

For Clarity, please see the attached Schedule "A". The vendor agrees to have an elevation created that is to scale and will be included in the "as-built" drawings for the development.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 9 day of August, 2021.

Witness	KWAN SUK WAH Purchaser's Signature	Suk Wah Kwan Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 9 day of August, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

DigiSign Verified: 395AFE49-568C-4219-A0C8-07B5C4C2D7C5

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

AGENT COMMISSION FORM

Date: August 10, 2021

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). MAGNUM PROJECTS LTD. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 41 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

3% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Magnum Projects Ltd.
Attn: Conveyance Department
230-1150 Station Street
Vancouver, BC V6A 4C7
Fax: 604-569-3901
Email: conveyance@magnumprojects.ca

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 41 Suite No. 404 within the Development.

INITIALS

Agent	Vendor
AM	YU

DigiSign Verified: 395AFE49-568C-4219-A0C8-07B5C4C2D7C5

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

Net Purchase Price: 2,850,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: ~~Wei Anne~~ Anne Wei

Managing Brokerage: ~~Sutton West Coast~~ Sutton Group West Coast Realty

Address: ~~205 - 2607 E. 49th Ave, Vancouver, BC, V5S 1J9~~ 205-2607 E. 49th Ave, Vancouver BC, V5S 1J9

Phone: (604) 838-0058 Fax: _____ Email: anne@annewei.com

Signed:

_____
Witness

Wei Anne
Purchaser's Agent Name

Purchaser's Agent Signature

_____
Witness

Mike Hofer
Managing Broker's Name

Managing Broker's Signature

1076255 B.C. LTD.

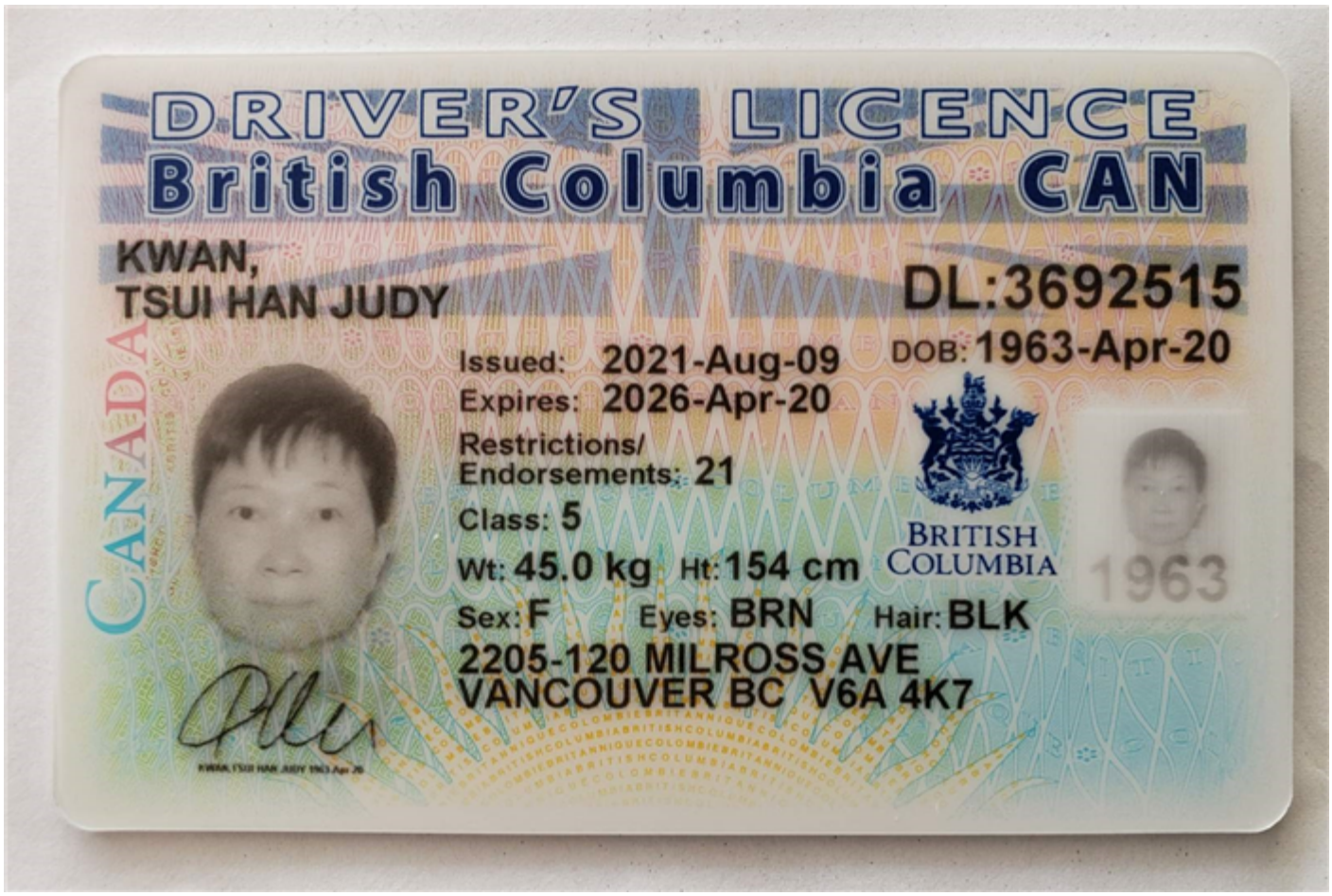
Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor


DRIVER'S LICENCE
British Columbia CAN
KWAN,
TSUI HAN JUDY
DL:3692515
DOB: 1963-Apr-20
Issued: 2021-Aug-09
Expires: 2026-Apr-20
Restrictions/
Endorsements: 21
Class: 5
Wt: 45.0 kg Ht: 154 cm
Sex: F Eyes: BRN Hair: BLK
2205-120 MILROSS AVE
VANCOUVER BC V6A 4K7
CANADA
BRITISH
COLUMBIA
1963

ENDORSEMENTS AND LIMITATIONS

This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.

SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS

Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.

VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

EB021942

GC366149

PASSPORT
PASSEPORT

CANADA

Type/Type: P
Issuing Country/Pays émetteur: CAN
Passport No./N° de passeport: GC366149

Surname/Nom: KWAN
Given names/Prénoms: SUK WAH
Nationality/Nationalité: CANADIAN/CANADIENNE
Date of birth/Date de naissance: 27 JULY/JUIL 46
Sex/Sexe: F
Place of birth/Lieu de naissance: CHUNGSAN CHN
Date of issue/Date de délivrance: 11 DEC /DÉC 13
Date of expiry/Date d'expiration: 11 DEC /DÉC 23
Issuing Authority/Autorité de délivrance: VANCOUVER

CAN
EB021942

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address: 404 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wei, Anne /.Sutton West Coast
Date Information Verified/Credit File Consulted: Aug 10, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Kwan, Suk Wah
2. Address:
2205 120 Milross Ave Vancouver BC V6A 4K7
3. Date of Birth: July 27, 1946
4. Nature of Principal Business or Occupation: Merchandising Supervisor

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Passport
(must view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: GC366149
3. Issuing Jurisdiction: Canada **Country:** Canada
(Insert applicable Province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: December 11, 2023
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
The REALTOR® trademark is controlled by CREA. © 2014-2021.

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: . . . . . .

Date on which above measures taken: . . . . . .

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: . . . . . .

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients*. Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

. . . . . .

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: . . . . . .
2. Address: . . . . . .
3. Telephone number: . . . . . .
4. Date of Birth *(if applicable)*: . . . . . .
5. Nature of Principal Business or Occupation: . . . . . .

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: . . . . . .

7. Relationship between third party and client: . . . . . .

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: . . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .
. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations*.
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CHLOÉ
KERRISDALE

THIRD PARTY IDENTIFICATION INFORMATION RECORD

This record should be used if:

a) you have identified an individual or corporation who is purchasing the unit on behalf of a third party; or
b) you have received funds (for example, for a deposit) that is from an account belonging to an individual or corporation that is not the purchaser.

Unit # 404 SL# 41 Date: August 9, 2021

Address: 2094 W 43rd Ave, Vancouver BC, Canada, V6M 2C8

Sales Representative: Wilson Tsang PREC

Type of ID Document: Driver's License Document ID #: 3692515

Issuing Jurisdiction/Country: British Columbia Expiry Date: April 20, 2026

Full Legal Name: Tsui Han Judy Kwan

Date of Birth: April 20, 1963

Current Address: 2205-120 Milross Ave, Vancouver BC, Canada, V6A 4K7

Nature of Principal Occupation/Business: Director of Finance

Relationship between third party and client: Daughter

Penalties for Non-Compliance: Penalties are severe and can range up to 5 years in prison and fines to $2 million. The requirements are not to be taken lightly and are effective immediately. Our company does not make up the rules. Our office policy; however, has been for many years not to accept cash deposits in any amount.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Suk Wah Kwan (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated August 10, 2021 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 10 day of August, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ 137,500.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank Scotia Bank

Kwan Suk Wah
Purchaser(s) – Print Name

KWAN SUK WAH
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, KWAN TSUI THAN JUDY, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "**CLARK WILSON LLP IN TRUST**"

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

Scotiabank.

CANADIAN DOLLAR DRAFT

114003

KERRISDALE
2207 WEST 41ST AVENUE
VANCOUVER, BRITISH COLUMBIA V6M 2A3

DATE Y Y Y Y 2021 M M 08 D D 10

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 137,500.00

SUM OF EXACTLY 137,500 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. L287 THE BANK OF NOVA SCOTIA
AUTH NO. M2289 AUTHORIZED OFFICER
AUTHORIZED OFFICER

⑈114003⑈ ⑆38562⑈00 21⑆ 00000⑈43 30510⑈

7500414 (05/20)
0004003-6
®Registered trademark of The Bank of Nova Scotia

OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

This document was automatically generated.

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Kwan, Suk Wah (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated August 10th, 20 21 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 8 day of November, 20 21.

Purchaser(s) is/are paying a Deposit in the amount of $ 142,500 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotiabank

Kwan, Suk Wah
Purchaser(s) – Print Name

KWAN SUK WAH
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

Scotiabank®
12088 3RD AVENUE UNIT 110
RICHMOND, BC V7E 0C3

CANADIAN DOLLAR DRAFT

734041

DATE 2021 11 08 (Y Y Y Y M M D D)

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 142,500.00

SUM OF EXACTLY 142,500 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. X0648
AUTH NO. M1188
THE BANK OF NOVA SCOTIA
AUTHORIZED OFFICER
AUTHORIZED OFFICER

RE: SUK WAH KWAN CHLOE SL #41 SUITE 404
Purchaser's Name: Scotiabank

⑈734041⑈ ⑆38562⑈002⑆ 00000⑈43 13540⑈

Received by Snowy of ~~Magnum Projects Ltd.~~ on this this 8 day of November, 20 21.

® Registered trademark of The Bank of Nova Scotia 1500414 06/10

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 41
Suite: 404

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☑ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Suk Wah kwan (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Jun, 13, 20 22 with respect to the purchase and sale of Strata Lot # 41 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 13 day of June, 20 22.

Purchaser(s) is/are paying a Deposit in the amount of $ 142,500 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotia bank

Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, Anne Wei, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

THIS DOCUMENT CONTAINS SECURITY FEATURES. SEE REVERSE.

Scotiabank.
STEVESTON
12088 3RD AVENUE UNIT 110
RICHMOND BRITISH COLUMBIA V7E 0C3

CANADIAN DOLLAR DRAFT

801354

DATE 2022 Y Y Y Y M M D D

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 142,500.00

SUM OF EXACTLY 142,500 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. 51345 THE BANK OF NOVA SCOTIA
AUTH NO. M1186 AUTHORIZED OFFICER
AUTHORIZED OFFICER

Purchaser's Name: Scotiabank
RE: Suk Wah Kwan Chloe SL#41 suite 404

⑈801354⑈ ⑆38562⑈002⑆ 00000⑈43 13540⑈

150041 05/20
®Registered trademark of The Bank of Nova Scotia

CHLOE
Deposit Receipt

SL: 39 (previously 41)
Suite: 409 (previously 404)

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☑ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Suk Wah Kwan (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 13, 2021 with respect to the purchase and sale of Strata Lot # _____ (the "**Strata Lot**") (Suite # _____) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 9 day of November, 2022.

Purchaser(s) is/are paying a Deposit in the amount of $ 142,500 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank Scotia Bank

Suk Wah Kwan
Purchaser(s) – Print Name

_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

Scotiabank.
RICHMOND FINANCIAL CENTRE
6300 NO. 3 ROAD
RICHMOND BRITISH COLUMBIA V6Y 2B3

CANADIAN DOLLAR DRAFT

497943

DATE 2022 11 08 (YYYY MM DD)

PAY TO ORDER OF CLARK WILSON LLP IN TRUST $ 142,500.00

SUM OF EXACTLY 142,500 DOLLARS ********** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

THE BANK OF NOVA SCOTIA
AUTH NO. 51345
AUTHORIZED OFFICER
AUTH NO. M1188
AUTHORIZED OFFICER

Purchaser's Name: Scotiabank
Re: Suk Wah Kwan Chloe SL#41 suite 404.

⑈497943⑈ ⑆38562⑈002⑆ 00000⑈43 50690⑈

*Registered trademark of The Bank of Nova Scotia

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Suk Wah Kwan **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

KSW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Suk Wah Kwan (the "Purchaser") of Suite # 404 / strata lot # 41 in the development known as Chloé hereby acknowledge having received on the 20 day of December, 2021, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: December 20, 2021.

KWAN SUK WAH

(Purchaser) Suk Wah Kwan

(Purchaser)

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of FRANCIS ONEILL / JOAN MARIE O'NEILL **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 31 day of January, 2023.

Witness	Purchaser's Signature	FRANCIS ONEILL Print Name
Witness	Purchaser's Signature	JOAN MARIE O'NEILL Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of FRANCIS ONEILL / JOAN MARIE **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, FRANCIS ONEILL and JOAN MARIE O'NEILL (the "Purchaser") of Suite # 410 / strata lot # 38 in the development known as Chloé hereby acknowledge having received on the 31 day of January, 2023, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: January 31, 2023.

(Purchaser) FRANCIS ONEILL

(Purchaser) JOAN MARIE O'NEILL

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of FRANCIS ONEILL / JOAN MARIE **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, FRANCIS ONEILL and JOAN MARIE O'NEILL (the "Purchaser") of Suite #410 / strata lot #38 in the development known as Chloé hereby acknowledge having received on the 31 day of January, 2023, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: January 31, 2023.

(Purchaser) FRANCIS ONEILL

(Purchaser) JOAN MARIE O'NEILL

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of FRANCIS ONEILL / JOAN MARIE **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

FON	J.ON

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, FRANCIS ONEILL and JOAN MARIE O'NEILL (the "Purchaser") of Suite # 410 / strata lot # 38 in the development known as Chloé hereby acknowledge having received on the 31 day of January, 2023, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: January 31, 2023.

(Purchaser) FRANCIS ONEILL

(Purchaser) JOAN MARIE O'NEILL

SL No. 38 Suite No. 410

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: FRANCIS ONEILL

Occupation: RETIRED - AIRPORT MANAGER YVR

Address: 1307 W 33RD AVENUE

City: VANCOUVER

Province: BC **Postal Code:** V6M 1A6

Tel: (604) 732-9665 **Cell:**

Email: frank23oneill@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Apr 23, 1939

Full Name: JOAN MARIE O'NEILL

Occupation: HOMEMAKER

Address: 1307 W 33RD AVEUNE

City: VANCOUVER

Province: BC **Postal Code:** V6M 1A6

Tel: (604) 880-2889 **Cell:**

Email: joanmarie27oneill@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Oct 27, 1943

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 38 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 410, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $2,733,600.00

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $131,680.00

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $136,680.00

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable on the date that is six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $136,680.00

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $136,680.00

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for

INITIALS

Purchaser	Purchaser	Vendor

non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [X] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 31 day of January, 2023.

Joan O'Neill
Witness

Purchaser: FRANCIS ONEILL Seal

Francis ONeill
Witness

Purchaser: JOAN MARIE O'NEILL Seal

This Offer to Purchase is accepted by the Vendor this 02 day of February, 2023.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser Purchaser Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(d) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by March 14, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between December 15, 2023 and March 14, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

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12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the

INITIALS

Purchaser	Purchaser	Vendor

Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

INITIALS

Purchaser	Purchaser	Vendor

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
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CHLOÉ
KERRISDALE

SL: 38
Suite: 410

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Faith Wilson and Faith Wilson Realty Group Inc.** (the "**Listing Brokerage**") and Boris Yip (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with Faith Wilson Realty Group Inc. (the "**Selling Brokerage**") and JENNIFER TOMPSON (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Colour Scheme Addendum

SL: 38
Suite: 410

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 31 day of January, 20 23.

Witness

Purchaser's Signature

FRANCIS ONEILL
Purchaser's Name

Witness

Purchaser's Signature

JOAN MARIE O'NEILL
Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 1 (ONE) additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of $0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Additional Storage Locker
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

CLOSET UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) in the second / third bedroom (the "**Upgrades**") and selects the following closet option **(check one of the following)**:

- ☐ **Small Closet (Approximately 5')**
- ☒ **Medium Closet (Approximately 9')**
- ☐ **Large Closet (Approximately 12')**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Closet Upgrade Addendum

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s)**:**

- [X] **Gaggenau 24" 1/2 Height Wine Fridge**
- [ ] **Gaggenau 24" Full Height Wine Storage**
- [X] **Gaggenau 30" Combi Steam Oven**
- [ ] **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of $ 0.00 plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

SL: 38
Suite: 410

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
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Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of $133,600.00 (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
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Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Further to Section 1.01 PURCHASE PRICE AND DEPOSITS, both Vendor and Buyers agree to change the deposit structure to be payable as follows:

a) Initial and First Deposit: $5,000 for the initial presentation of Offer and to be increased to 5% of the Purchase Price, on or before the date that is 7 days following the Vendor's acceptance of the Offer: $131,680.00A
b) Second deposit: 5% of the Purchase Price, within 3 months after the acceptance date: $136,680.00
c) Third Deposit: 5% of the Purchase Price, 3 months after the date on which the Second Deposit is due: $136,680.00
d) Fourth Deposit: 5% of the Purchase Price, 3 months after the date on which the Third Deposit is due: $136,680.00

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 02 day of February, 20 23.

Witness	Purchaser's Signature	FRANCIS ONEILL Purchaser's Name
Witness	Purchaser's Signature	JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 2023, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Both Buyer and Vendor agree that the Vendor will not arbitrarily change the parking stalls assigned to the Strata Lot and make best efforts to assign a parking stall close to Elevators under the suite.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

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DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

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KERRISDALE

SL: 38
Suite: 410

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Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And _____ (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated _____, 20____ with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on _____, 20 ___, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Buyer(s) and the Vendor hereby agree that the Buyer(s) shall retain the right to extend the completion and possession date any amount of time up to September 30th, 2024 with a minimum of 20 days notice to the Vendor. This is for the sole benefit of the Buyer(s) and may be waived unilaterally.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

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DATED this _____ day of _____, 20 _____.

Witness	Purchaser's Signature	Purchaser's Name
	Frances O'Neill	
Witness	Purchaser's Signature	Purchaser's Name
	Joan O'Neill	

DATED this _____ day of _____, 20 _____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
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SL: 38
Suite: 410

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Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 2023, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Buyers and Vendor hereby agree to the following:

~~The following additional items to be included, at the Vendors cost:~~
1. Hedging over 5 feet tall, between the private rooftop patio and common use patio to the east side;
~~2. One Storage locker of 70 sqft, dimensions of 11 feet by 6.5 feet;~~
3. One Parking stall

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

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DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

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ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 31, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Buyers and Vendor hereby agree to the following:

~~The following additional items to be included, at the Vendors cost:~~
1. Steam Oven
2. Cantilivered (15") Island Bar with rounded corners;
3. Half height wine cooler;
4. Millwork on all kitchen Cabinets as shown on rendering;
~~5. Addition of a Medium Closet in the second bedroom;~~
6. Light-coloured herringbone floor

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

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SL: 38
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DATED this 31 day of January, 20 23.

Witness | Purchaser's Signature | FRANCIS ONEILL Purchaser's Name

Witness | Purchaser's Signature | JOAN MARIE O'NEILL Purchaser's Name

DATED this 02 day of February, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

AGENT COMMISSION FORM

Date: February 17, 2023

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). FAITH WILSON and FAITH WILSON REALTY GROUP INC. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 38 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

2.5% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

Faith Wilson and Faith Wilson Realty Group Inc.
Attn: Conveyance Department
1838 West 1st Avenue,
Vancouver, BC V6J 1G5
Fax: 604-224-5279
Email: conveyance@faithwilson.com

The Commission shall be deemed to have been earned upon successful completion of the Transaction. In the event that the Purchaser does not complete the Transaction upon the scheduled Completion Date for any reason, or is in breach of any terms or conditions of the Agreement preventing the scheduled completion of the Transaction, you shall repay to the Vendor, or to any other party as directed by the Vendor, any and all parts of he Commission advanced to you pertaining to the Transaction within fourteen (14) days after receipt of a written demand from the Vendor. In the event that you refuse or neglect to repay to the Vendor any and all parts of the Commission advanced to you by the Vendor within fourteen (14) days after receipt of a written demand from the Vendor, the undersigned Brokerage, upon receipt of a written request from the Vendor, shall cooperate with the Vendor and do such things as may be reasonably requested by the Vendor to assist the Vendor in having you repay the Commission. You agree to indemnify and hold harmless the Brokerage for any Commission required to be repaid to the Vendor pursuant to this Addendum.

Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 38 Suite No. 410 within the Development.

INITIALS

Agent	Vendor

CHLOE
Agent Commission Form

SL: 38
Suite: 410

Net Purchase Price: 2,600,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: JENNIFER TOMPSON

Managing Brokerage: Faith Wilson Realty Group Inc.

Address: 1838 West 1st Avenue, Vancouver, BC, V6J 1G5

Phone: (236) 513-3853 Fax: _____ Email: jgraytompson@gmail.com

Signed:

_____
Witness

JENNIFER TOMPSON
Purchaser's Agent Name

Purchaser's Agent Signature

_____
Witness

_____
Managing Broker's Name

_____
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

AGENT COMMISSION FORM

Date: February 17, 2023

Thank you, being both the selling realtor (the "**Purchaser's Agent**") and selling brokerage (the "**Managing Brokerage**") named below, for your assistance in helping to sell a strata lot at the development known as "Chloe" (the "**Development**"). FAITH WILSON and FAITH WILSON REALTY GROUP INC. (the "**Vendor's Agent**"), being the Vendor's Agent, understands that you are acting as agent for the Purchaser, who has entered into an Offer to Purchase and Agreement of Purchase and Sale, as same may have been amended, with us with respect to the purchase and sale of proposed strata lot No. 38 (the "**Strata Lot**") in the Development (collectively, the "**Agreement**"). By signing this form you acknowledge and confirm the above details, and in particular, confirm that you are acting as agent for the Purchaser and have provided the Purchaser services in connection with the Purchaser's purchase of the Strata Lot pursuant to the terms and conditions of the Agreement (the "**Transaction**").

We confirm, and you acknowledge and agree by signing this form, that in consideration of the above noted services you have provided the Purchaser we will pay you the following commission (the "**Commission**"):

2.5% of the Net Purchase Price
(Net of GST/HST, Purchaser Incentives, Upgrades and/or Optional Items)

Fifty (50%) percent of the Commission will be payable and will be advanced to the Managing Brokerage on the later of: (i) the 30th day following receipt of the invoice from the Purchaser's Agent and (ii) six (6) months after the Vendor's receipt of the Third Deposit (as defined and outlined in the Agreement), the Acknowledgements of Receipt of Disclosure Statement, and any and all Amendments to the Disclosure Statement thereto signed by the Purchaser, and provided that the Vendor has received a fully executed Agreement with all conditions (if any) contained therein satisfied or waived. The balance of the Commission is payable upon successful completion of the Transaction, provided that the Vendor has received an invoice outlining the remainder of the Commission. Please submit two invoices each for fifty (50%) percent of the Commission to the Vendor's Agent at:

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Unless otherwise specifically defined herein, all capitalized terms have the meanings ascribed to them in the Agreement.

SL No. 38 Suite No. 410 within the Development.

INITIALS

Agent	Vendor

CHLOE
Agent Commission Form

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

Net Purchase Price: 2,600,000.00

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

The Purchaser's Agent is solely accountable for disclosing the Agent Commission Form to the Purchaser of the Strata Lot.

Purchaser's Agent Name: JENNIFER TOMPSON

Managing Brokerage: Faith Wilson Realty Group Inc.

Address: 1838 West 1st Avenue, Vancouver, BC, V6J 1G5

Phone: (236) 513-3853 Fax: _____ Email: jgraytompson@gmail.com

Signed:

_____
Witness

JENNIFER TOMPSON
Purchaser's Agent Name

_____
Purchaser's Agent Signature

_____
Witness

_____
Managing Broker's Name

_____
Managing Broker's Signature

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

INITIALS

Agent	Vendor

BC Financial Services Authority

Your Relationship with a Real Estate Professional

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

Keep this information page for your reference.

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

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

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

AS A CLIENT

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

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

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

AS A NON-CLIENT

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

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

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

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

Your Relationship with a Real Estate Professional

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

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

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am *(check one)*:

☒ representing you as my client

☐ **not** representing you as a client

JENNIFER TOMPSON
Name

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

Signature

February 14, 2023
Date

Notes:

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

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

FRANCIS ONEILL
Name (optional)

Initials (optional)

January 31, 2023
Date

JOAN MARIE O'NEILL
Name (optional)

J.O'N.
Initials (optional)

January 31, 2023
Date

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

BCFSA BC Financial Services Authority / You're Protected bcfsa.ca

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

(Initials)

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

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

ACKNOWLEDGEMENT

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

FRANCIS ONEILL
PRINT NAME

Francis ONeil
SIGNATURE

January 31, 2023
DATE

JOAN MARIE O'NEILL
PRINT NAME

Joan O'Neill
SIGNATURE

January 31, 2023
DATE

JENNIFER TOMPSON
REALTOR®

Faith Wilson Realty Group Inc.
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
ONEILL,
FRANCIS
DL:5030442
DOB: 1939-Apr-23
Issued: 2022-Feb-23
Expires: 2027-Apr-23
Restrictions/
Endorsements: 21
Class: 5
Wt: 75.0 kg Ht: 180 cm
Sex: M Eyes: BLU Hair: GRY
1307 33RD AVE W
VANCOUVER BC V6M 1A6
BRITISH
COLUMBIA
1939
CANADA

DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
O'NEILL,
JOAN MARIE
DL:5080504
DOB: 1943-Oct-27
1307 WEST 33RD AVE
VANCOUVER BC V6M 1A6
Canada
Issued: 2022-Oct-06
Expires: 2027-Oct-27
Rest/ End: NONE
Class: 5 Sex: F
Wt: 52 kg Ht: 157 cm
Eyes: BLU Hair: WHI
BRITISH COLUMBIA

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

DEPOSIT RECEIPT

☒ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated JAN 31, 20 23 with respect to the purchase and sale of Strata Lot # 38 (the **"Strata Lot"**) (Suite # 410) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 31ST day of JANUARY, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 5,000 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD

FRANCIS ONEILL / JOAN MARIE O'NEILL
Purchaser(s) – Print Name

_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated JAN 31, 20 23 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-684 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 6TH day of FEB, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 131,680 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD

FRANCIS ONEILL / JOAN MARIE O'NEILL
Purchaser(s) – Print Name

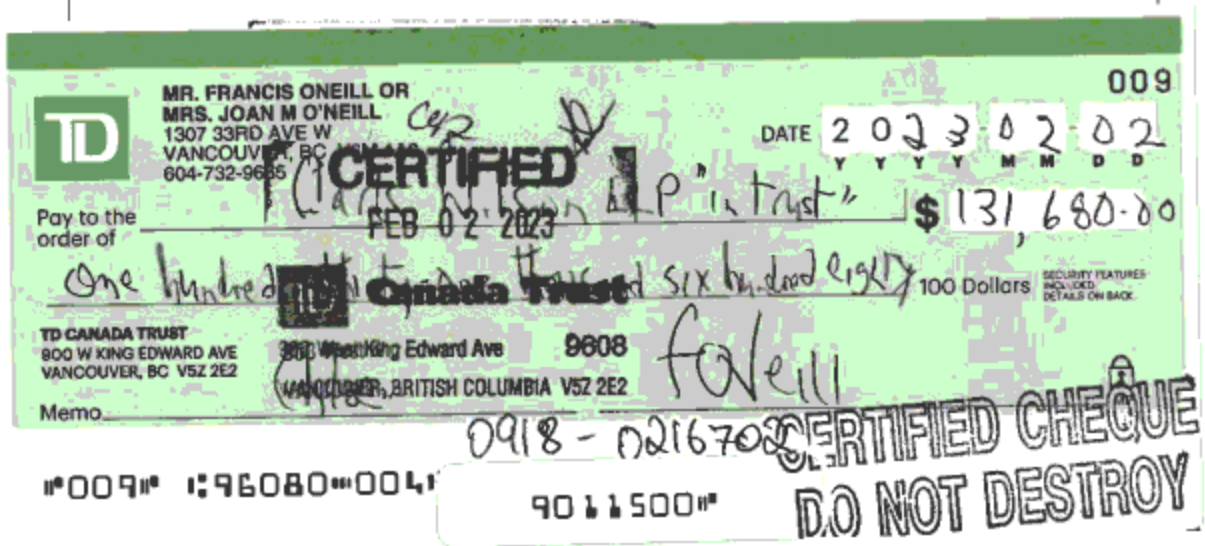
_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"



CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 38
Suite: 410

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL / JOHN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Jan 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 27th day of April, 2023.

Purchaser(s) is/are paying a Deposit in the amount of $ 136,680.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD

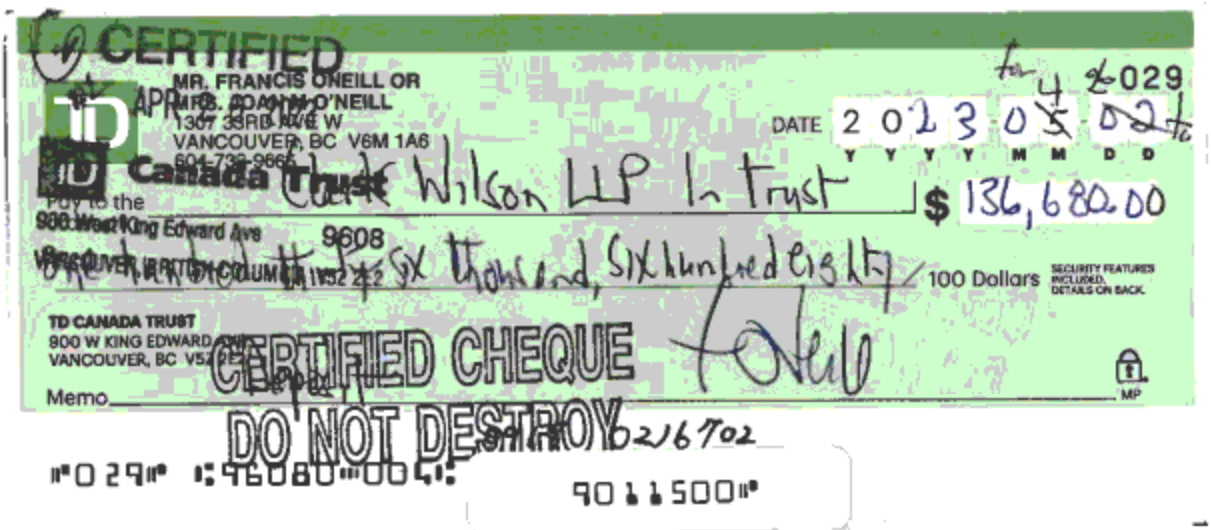
_____ Purchaser(s) – Print Name

_____ Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____ Third Party's Signature



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DEPOSIT RECEIPT

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Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the **"Vendor"**)

And FRANCIS ONEILL & JOAN MARIE O'NEILL (the **"Purchaser"**)

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated JAN 31, 20 23 with respect to the purchase and sale of Strata Lot # 38 (the **"Strata Lot"**) (Suite # 410) in the development known as "Chloe" (the **"Development"**) located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 1ST day of AUG, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 136,680.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD

FRANCIS ONEILL
Purchaser(s) – Print Name

_____
Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

_____
Third Party's Signature

ATTACHED PAYABLE TO **"CLARK WILSON LLP IN TRUST"**

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Deposit Receipt

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KERRISDALE

SL: 38
Suite: 410

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☐ SECOND ☐ THIRD ☒ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And FRANCIS ONEILL & JOAN MARIE O'NEILL (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated JAN 31, 2023 with respect to the purchase and sale of Strata Lot # 38 (the "**Strata Lot**") (Suite # 410) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 2nd day of Nov, 20 23.

Purchaser(s) is/are paying a Deposit in the amount of $ 136,680.00 by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TO

FRANCIS ONEILL
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of FRANCIS ONEILL / JOAN MARIE O'NEILL **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

fon	J.ON

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, FRANCIS ONEILL and JOAN MARIE O'NEILL (the "Purchaser") of Strata Lot #45 / Suite #410 in the development known as Chloé hereby acknowledge having received on the 14 day of April, 2024, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #40 / Suite #403 and has now been changed to Strata Lot #45 / Suite #410.

Purchaser

FON	J.O'N.

Initials

Date: April 14, 2024.

Francis O'Neill

(Purchaser) FRANCIS ONEILL

Joan O'Neill

(Purchaser) JOAN MARIE O'NEILL

APPENDIX H

CHLOE
DISCLOSURE STATEMENT

***Real Estate Development Marketing Act* of British Columbia**

April 10, 2025

This Disclosure Statement relates to an offering by FTI Consulting Canada Inc. (the **"Developer"**), in its capacity as court-appointed manager and receiver of all of the assets, undertakings and properties of 1076255 B.C. Ltd. and Lightstone Development Ltd., for the sale of the residential strata lots comprising the development known as "Chloe" (the **"Development"**) as constructed on certain lands and premises located at 2096 47th Avenue West, Vancouver, British Columbia.

Developer:	FTI Consulting Canada Inc., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.
Address for Service of the Developer:	#1450 - 701 West Georgia Street Vancouver, BC V7Y 1B6
Business Address:	#1450 - 701 West Georgia Street Vancouver, BC V7Y 1B6

The Developer will utilize the services of its employees or other licensed realtors for some or all of the Strata Lots (as defined in subsection 2.1(c)). the Developer may also utilize the services of its employees or other licensed realtors for some or all of the Strata Lots. Any employees of the Developer who market the Strata Lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers. The Developer reserves the right to appoint another agent to market the Strata Lots from time to time.

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

UNDER SECTION 21 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* (BRITISH COLUMBIA), THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE PURCHASE AGREEMENT OR LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE, WITHIN SEVEN DAYS AFTER THE LATER OF THE DATE THE PURCHASE AGREEMENT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THE DISCLOSURE STATEMENT.

A PURCHASER MAY SERVE A NOTICE OF RESCISSION BY DELIVERING A SIGNED COPY OF THE NOTICE IN PERSON OR BY REGISTERED MAIL TO:

A. THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER;

B. THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT;

C. THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER; OR

D. THE DEVELOPER'S BROKERAGE, IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT.

THE DEVELOPER MUST PROMPTLY PLACE PURCHASER'S DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE ACT AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.

SECTION 21 ALSO PROVIDES THAT, SUBJECT TO CERTAIN EXCEPTIONS AND CONDITIONS, A PURCHASER OF A DEVELOPMENT UNIT MAY RESCIND A CONTRACT OF PURCHASE AND SALE BY SERVING WRITTEN NOTICE OF RESCISSION ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE: (1) IF THE PURCHASER IS ENTITLED TO A DISCLOSURE STATEMENT FOR THE DEVELOPMENT BUT DOES NOT RECEIVE THE DISCLOSURE STATEMENT; OR (2) IF ALL OF THE FOLLOWING APPLY: (A) THE PURCHASER DOES NOT RECEIVE AN AMENDMENT TO THIS DISCLOSURE STATEMENT WHICH IT WAS ENTITLED TO RECEIVE; (B) THE AMENDMENT RELATES TO OR WOULD HAVE RELATED TO A FACT OR PROPOSAL TO DO SOMETHING THAT IS A MATERIAL FACT; (C) THE AMENDMENT RELATES TO OR WOULD HAVE RELATED TO A FACT OR PROPOSAL TO DO SOMETHING THAT WAS OR WOULD HAVE BEEN REASONABLY RELEVANT TO THE PURCHASER IN DECIDING TO ENTER THE CONTRACT OF PURCHASE AND SALE; AND (D) NO MORE THAN ONE YEAR HAS ELAPSED AFTER THE TRANSFER OF TITLE TO THE DEVELOPMENT UNIT TO THE PURCHASER. THE FOREGOING RIGHTS OF RESCISSION APPLY REGARDLESS OF WHETHER TITLE TO THE DEVELOPMENT UNIT HAS BEEN

CHLOE

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CHLOE

1. THE DEVELOPER

1.1 The Developer

(a) The developer of the Development is FTI Consulting Canada Inc. (federal incorporation number 706445-4, incorporated on October 21, 2008), in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. (the "**Nominee**") and Lightstone Development Ltd. (the "**Beneficial Owner**" and together with the Nominee, the "**Original Developer**").

(b) The Nominee is a company incorporated under the *Business Corporations Act* (British Columbia) on May 18, 2016, under number BC1076255.

(c) The Beneficial Owner is a company incorporated under the *Business Corporations Act* (British Columbia) on July 20, 2016, under number BC1083494.

1.2 Purpose and Assets

The Developer was appointed receiver and manager of the assets, undertakings and property of the Original Developer by order of the Supreme Court of British Columbia in court action number H-250150 (the "**Proceedings**") pronounced February 13, 2025 (as may be further amended, restated, or modified from time to time, the "**Order**"). The Developer was not specifically incorporated for purposes related to the Development (as defined in section 2.1(a)) and does have assets other than the development property.

To the best of the knowledge of the Developer, the Original Developer was incorporated for the sole purpose of the development and sale of the Development. Accordingly, the Original Developer has no assets other than the Development itself.

The Developer is acting as the receiver and manager of the assets, undertakings and property of the Original Developer and pursuant to the Order, the Developer shall incur no personal liability or obligations as a result of its appointment or the carrying out of the provisions of the Order, save except for any gross negligence or willful misconduct on its part. No proceedings or enforcement process in any court or tribunal may be commenced or continued against the Developer except with the written consent of the Developer or with leave of the Supreme Court of British Columbia.

1.3 Registered and Records Office Address

The following is the registered and records address of the Developer:

#1450 - 701 West Georgia Street
Vancouver, BC V7Y 1B6

The following is the registered and records address of the Original Developer:

#1530 - 1200 West 73rd Avenue
Vancouver, BC V6P 6G5

1.4 Directors

The directors of the Developer are Jared Dunkin, Gregory Watson, Curtis Lu, Paul Bishop, and Brock Edgar.

The directors of the Original Developer are Ying Zheng Yu and Xiao Song Zheng.

1.5 Developer's Background

For the purposes of this section 1.5, "principal holder" means any person holding directly or indirectly more than 10% of any class of voting securities of the Developer.

The Developer:

(a) **Disclosure of Experience in Real Estate Industry**

The Developer is one of Canada's leading insolvency firms and specializes in dealing with companies in financial difficulty. The Developer and its principals have acted as the receiver, receiver-manager or trustee in bankruptcy for a number of real estate developers. The Developer is not, however, a real estate developer *per se*, but instead retains the service of professionals to assist the Developer with respect to non-financial matters.

(b) **Disclosure of Penalties or Sanctions**

To the best of the Developer's knowledge, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, the Developer has not, nor has any principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) **Disclosure of Insolvency**

To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the Developer, any principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person. The Developer has been involved in a number of such proceedings, acting in its capacity as receiver, receiver manager or trustee in bankruptcy for the other parties.

(d) **Disclosure Regarding Other Developers**

To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

(i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

(ii) was declared bankrupt or made a voluntary assignment in bankruptcy made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

The Original Developer:

(e) **Disclosure of Experience in Real Estate Industry**

To the best of the Developer's knowledge, the Original Developer was formed and constituted specifically for the purpose of developing the subject Development. Notwithstanding, companies and other legal entities affiliated with the Original Developer, and the directors of the Original Developer have over 16 years of experience in constructing and developing condominium projects in Canada and China.

(f) **Disclosure of Penalties or Sanctions**

To the best of the Developer's knowledge, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, the Original Developer has not, nor has any principal holder of the Original Developer, or any director or officer of (i) the Original Developer or (ii) any principal holder of the Original Developer, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(g) **Disclosure of Insolvency**

To the best of the Developer's knowledge, except as disclosed herein, neither of the Original Developer, nor any principal holder of the Original Developer nor any director or officer of the Original Developer or the Original Developer's principal holders, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or

had a receiver, receiver manager or trustee appointed to hold the assets of that person other than the Proceedings described in section 1.2 hereof.

(h) **Disclosure Regarding Other Developers**

To the best of the Developer's knowledge, except as disclosed herein, no director, officer or principal holder of the Original Developer, or any director or officer of the principal holder of the Original Developer, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity:

(i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

(ii) was declared bankrupt or made a voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person, other than the Proceedings described in section 1.2 hereof.

1.6 Conflict of Interest

The Developer is not aware, to the best of the Developer's knowledge, of any existing or potential conflicts of interest among the Developer, any directors, officers, and principal holders of the Developer, and any person providing goods or services to the Developer, or holders of the Strata Lots in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision, except the following:

(a) the Original Developer is the legal and beneficial owner of the Strata Lots. The Original Developer constructed the Commercial Development (as defined in subsection 2.1(d)) which forms part of the Complex (defined in subsection 2.1(c)). The Developer may retain, market and sell, or lease the Commercial Development and/or the units contained therein. It is anticipated that there will be an agreement dealing with reciprocal easements for support, access and use of common areas, utilities and costs between the Development and the Commercial Development. For further information on this please see subsection 2.1(d), Section 4.4 (Proposed Encumbrances), and Section 7.4 (Other Material Facts);

(b) the Developer and its marketing agents will be entitled to carry out, for such period as the Developer determines in its sole discretion, marketing of the Development and/or the Commercial Development, marketing and sales activities within the Common Property and any Strata Lots owned or leased by the Developer, including without limitation, signage relating to same. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with such marketing and sales activities. In connection with the foregoing, the Developer may cause the Strata Corporation to enter into a marketing license agreement with the Developer; and

(c) the Parking Stalls, Bicycle Storage Lockers, and Storage Lockers (as those terms are defined in subsections 3.6(a), 3.6(a)(i) and 3.6(c)) in the Development are leased by the Developer to the Tenant (as defined in subsection 3.6(a)), an entity related to the Developer. The Tenant will make partial assignments to purchasers of the Tenant's interest in particular Parking Stalls, Bicycle Storage Lockers, and/or Storage Lockers, if any, assigned to individual purchasers by the Developer. In addition, the Tenant may assign to the owners and occupants of the Strata Lots the Tenant's interest in any particular Parking Stall, Bicycle Storage Locker or Storage Locker, on the terms established from time to time by the Tenant, without compensation to the owners of the Strata Lots, as more particularly described in subsection 3.6(a).

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) **Location of the Development**

The development known as "Chloe" (the "**Development**") is located in Vancouver, B.C. and has the civic address of 2096 West 47th Avenue, Vancouver, British Columbia.

(b) **Street Address of the Development**

As of the date of this Disclosure Statement, the Strata Lots located within the Building (as defined in subsection 2.1(c)) are municipally described as separate units located at 2096 West 47th Avenue, Vancouver, British Columbia. The Developer anticipates that the addresses of the Strata Lots within the Development will be assigned by the City of Vancouver (the "**City**"). The municipal address(es) of the Strata Lots and/or the Development may be changed by the City during the course of completion of the Development.

(c) **The Development**

The Original Developer has filed in the New Westminster Land Title Office (the "**Land Title Office**") an airspace subdivision plan under registration number EPP133834 (the "**Airspace Plan**"), attached as **Exhibit "A"** (the "**Airspace Plan**"), which Airspace Plan created the following parcels:

(i) airspace parcel (the "**Airspace Parcel**"); and

(ii) the remainder (the "**Remainder**").

Subsequent to the filing of the Airspace Plan, the Developer filed in the Land Title Office Strata Plan EPS9999 (the "**Strata Plan**") that subdivided the Airspace Parcel to create the Strata Lots and the Common Property (both terms defined in subsection 2.1(c)) comprising the Development. The Strata Plan is attached as Exhibit "B".

As shown on the Airspace Plan, the Development forms a part of a larger, mixed-use residential and commercial complex (the "**Complex**"). The Development consists of one four (4) storey concrete building (the "**Building**") that is connected to the Remainder and

a two (2) level below grade parking facility (the "**Parking Facility**"), which Parking Facility is partially located within the Airspace Parcel and partially within the Remainder. For further details regarding the general composition of the Complex and the Parking Facility, please see subsection 2.1(d) and Section 3.6.

The Development is wholly located within the Airspace Parcel and consists of, generally: portions of the Parking Facility; portions of the ground floor of the Building; substantially all the floors within the Building located above the ground floor, and those other areas within the Airspace Parcel as shown on the Airspace Plan. For further details regarding the above, please see subsection 2.1(d).

The Development is a residential development consisting of 46 strata lots, some of which are not being marketed under this Disclosure Statement. Each of the strata lots that are being marketed under this Disclosure Statement can be described as follows:

LEGAL DESCRIPTION	**STRATA LOT NUMBER**
District Lot 526 Group 1 New Westminster District Strata Plan EPS9999 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V	
Parcel Identifier: 032-299-508	Strata Lot 3
Parcel Identifier: 032-299-524	Strata Lot 5
Parcel Identifier: 032-299-532	Strata Lot 6
Parcel Identifier: 032-299-541	Strata Lot 7
Parcel Identifier: 032-299-559	Strata Lot 8
Parcel Identifier: 032-299-567	Strata Lot 9
Parcel Identifier: 032-299-575	Strata Lot 10
Parcel Identifier: 032-299-605	Strata Lot 13
Parcel Identifier: 032-299-621	Strata Lot 15
Parcel Identifier: 032-299-648	Strata Lot 17
Parcel Identifier: 032-299-656	Strata Lot 18
Parcel Identifier: 032-299-664	Strata Lot 19
Parcel Identifier: 032-299-672	Strata Lot 20
Parcel Identifier: 032-299-729	Strata Lot 25
Parcel Identifier: 032-299-737	Strata Lot 26
Parcel Identifier: 032-299-745	Strata Lot 27
Parcel Identifier: 032-299-761	Strata Lot 29

Parcel Identifier: 032-299-800	Strata Lot 33
Parcel Identifier: 032-299-818	Strata Lot 34
Parcel Identifier: 032-299-842	Strata Lot 37
Parcel Identifier: 032-299-851	Strata Lot 38
Parcel Identifier: 032-299-869	Strata Lot 39
Parcel Identifier: 032-299-907	Strata Lot 43
Parcel Identifier: 032-299-931	Strata Lot 46

(each a "**Strata Lot**" and collectively, the "**Strata Lots**")

Each Strata Lot is registered in the name of the Nominee. The Strata Lots are located within the Building as shown on the Strata Plan.

The lobby within the ground floor of the Building (the "**Lobby**") and the Parking Facility provide access to two passenger elevators (collectively, the "**Elevators**") as shown on the Airspace Plan and Strata Plan that provide access to all of the Strata Lots. In addition, the Elevators and the Lobby are available for the exclusive use of the owners, tenants, occupants and invitees of the Strata Lots. The Development consists of the following types of Strata Lots:

Type of Strata Lot	Number of Strata Lots
1 Bedroom	10
2 Bedroom	27
3 Bedroom	9
Total Strata Lots	46

The Developer reserves the right, in its sole discretion, to not market and offer for sale one or more of the above types of Strata Lots and/or to market and offer for sale more or fewer of the above types of Strata Lots and/or one or more additional types of Strata Lots.

Subject to the encumbrances referred to in Section 4.3 and Section 4.4 and any restrictions outlined in this Disclosure Statement and the Bylaws (defined in Section 3.5), each of the owners of the Strata Lots is entitled to a proportionate share of the common property (the "**Common Property**") of the Development, other common facilities, and other assets of the Strata Corporation (defined in Section 3.2 below), which the owners of the Strata Lots own as tenants-in-common.

The layout of the Development and the approximate dimensions and location of the Strata Lots are set out in the Strata Plan.

(d) **Commercial Development and Shared Parking**

The commercial development (the "**Commercial Development**") is constructed within the Remainder and includes: (a) commercial and retail units that are located within the Remainder, and in part, within the Building; and (b) maintenance, parking and storage for the owners, tenants, guests and invitees of the units within the Commercial Development area located within the Remainder, Parking Facility and the Building.

Despite being located adjacent to the Development but partially within the Building and Parking Facility, the Commercial Development is not included on the Strata Plan and is effectively a neighbour to the Development. Accordingly, the Commercial Development is not part of the Strata Corporation (defined in Section 3.2) of the Development.

The Development and the Commercial Development each rely upon the other for structural support and share various areas, including portions of the Parking Facility, equipment, mechanical and electrical systems, telecommunications, loading and landscaped areas, facilities and certain other things located within the Complex. The relationship between the Development and the Commercial Development is not governed by the *Strata Property Act* (British Columbia) (the "***Strata Property Act***"), but by an airspace agreement registered against titles to the Strata Lots and Common Property in the Land Title Office under registration number CB1428814 (the "**Airspace Agreement**"), which Airspace Agreement, contains provisions, covenants, easements and/or equitable charges regarding support, access and use of shared areas, management, maintenance, cost-sharing and/or insurance requirements. For further details regarding the shared use of the Parking Facility, see subsection 3.6(d) and Section 4.4.

Notwithstanding any intention to the contrary expressed in this subsection 2.1(d), the Developer reserves the right in its sole discretion to implement any other method or arrangement that will govern the relationship between the Development and the Commercial Development including how the Parking Facility will be accessed and/or shared which method or arrangement may be based on easements, covenants, equitable charges and other registered agreements and/or unregistered agreements including leases, and licenses. For further details, see Sections 3.3, 3.6, 4.4 and 7.4.

2.2 Permitted Use

The zoning applicable to the Strata Lots is, as of the date of this Disclosure Statement, C-2 (the "**C-2 Zone**") pursuant to the City of Vancouver Bylaw No. 3575 (the "**Bylaw**"). An excerpt of the Bylaw setting out the permitted uses and any conditions in respect of same relating to the C-2 Zone is attached as Exhibit "C". The Bylaw confirms that Multiple Dwelling, which is defined to include a building containing only three or more dwelling units, is an approved use of the Strata Lots.

As shown in the excerpt of the Bylaw attached hereto as Exhibit "C", there are several other permissible uses and conditional approval uses of the Development, some of which are subject to certain conditions outlined in the Bylaw, beyond those intended by the Developer, including (without limitation):

- Multiple Conversion Dwelling
- Accessory Buildings
- Arts and Culture Indoor Event
- Retail stores
- Bowling Alley
- Museum or Archives
- Swimming Pool
- Financial Institution
- Health Care Office
- Barber Shop or Beauty Salon
- Print Shop
- Repair Shop – Class B
- Restaurant – Class 1
- Child Day Care Facility

As noted in Section 2.1, a portion of the Complex is comprised of certain commercial and retail components which are intended to be used for non-residential uses in compliance with and as contemplated within the Bylaw.

For more information regarding the zoning applicable to the Development and the permissible uses of the Strata Lots, please contact the City of Vancouver Home, Property and Development Department by phone at 311 (within Vancouver) or 604-873-7000 (outside Vancouver, online at http://www.vancouver.ca or in person at the City's Development and Building Services Centre located at 515 West 10th Avenue, Vancouver, B.C.

All Strata Lots are intended to be for residential use only and such use is subject to the restrictions contained in the bylaws of the Strata Corporation (a copy of the Bylaws (as defined in Section 3.2) is attached as Exhibit "E"), the City of Vancouver zoning, other bylaws applicable to the Development, any development permits or related authorizations issued by the City in respect of the Development, the existing and proposed encumbrances referred to in Sections 4.3 and 4.4, and applicable laws of general application.

2.3 Phasing

The Development is not part of a phased strata plan.

3. STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement of a strata lot is a figure indicating the strata lot owner's share in the common property and assets of the strata corporation, and is used to determine each strata lot owner's contribution to the expenses of the strata corporation. The unit entitlement (collectively, the "**Unit Entitlements**" and individually, a "**Unit Entitlement**") for the Strata Lots is calculated according to the habitable area of each Strata Lot in square metres, rounded to the nearest whole number. The habitable area is defined in the Regulations to the *Strata Property Act* as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space". The Schedule of Unit Entitlement is attached as Exhibit "D" to this Disclosure Statement.

3.2 Voting

The Owners, Strata Plan EPS9999 (the "**Strata Corporation**") is the strata corporation that was formed in respect of the Strata Lots. Each Strata Lot has one (1) vote in the Strata Corporation.

3.3 Common Property and Facilities

The Common Property of the Development includes the following:

(i) Lobby;

(ii) Elevators;

(iii) Amenities (defined below);

(iv) a garbage/recycling area;

(v) driveway aisles;

(vi) ramps;

(vii) walkways;

(viii) stairways;

(ix) hallways and corridors;

(x) a cable room;

(xi) exhaust ducts;

(xii) water entry;

(xiii) electrical room(s);

(xiv) a generator room and related systems and additional service facilities and equipment such as transformers;

(xv) fire protection systems and equipment;

(xvi) mechanical and electrical systems and equipment;

(xvii) ducts, vents and fans;

(xviii) loading bays;

(xix) mailbox area;

(xx) The Parking Facility, including the Parking Stalls, Bicycle Storage Lockers, Bike Racks, and Storage Lockers (as defined in Section 3.6); and

(xxi) any other such facilities or equipment and other assets of the Strata Corporation and areas of Common Property which are located as shown or indicated on the Strata Plan attached as Exhibit "B".

The Developer reserves the right to expand and/or reduce the size of any areas designed as Common Property and may designate certain other areas and amenities as Limited Common Property (as defined in Section 3.4). Use of the Common Property is subject to the bylaws of the Strata Corporation, the *Strata Property Act*, any designations of Common Property as Limited Common Property and any licences, easements, options to lease, leases, rights-of-way or covenants described in this Disclosure Statement which are granted by the Developer prior to registration of the Strata Plan or by the Strata Corporation.

The cost of operating and maintaining those portions of the Common Property available for use by the owners of Strata Lots will be shared by the owners of the Strata Lots and included in their monthly assessments although certain portions of the Common Property may be subject to use by the Commercial Development pursuant to the Airspace Agreement, the Parking Easement (as defined in subsection 3.6(d)) or other related agreements, in which case the costs associated with operating and maintaining those portions of the Common Property may be shared with the Commercial Development.

(b) **Amenities**

As shown on the Strata Plan, the following amenities are included within the Development and form part of the Common Property of the Strata Corporation:

(i) a fitness facility, music room, amenity lounge and a multi-purpose lounge which includes a kitchen and dining area; and

(ii) amenity terrace located on the rooftop.

(collectively, the "**Amenities**").

The concierge will be available 8 hours per day, 5 days per week, although these hours are subject to change at the Developer's sole discretion. The Developer advises that the continuation of the provision of the concierge service following the transfer of Strata Lots to purchasers is not guaranteed and the Developer cannot make any assurances about the availability of the concierge services on a continuity basis. Access to the Amenities will be limited to residents, tenants, and guests of the Strata Lots.

3.4 Limited Common Property

(a) **Limited Common Property**

Limited common property ("**Limited Common Property**") means areas within the Common Property that are used exclusively by one or more Strata Lot owners. Any additional repair or maintenance expense created thereby will be paid by such owner(s) on the basis of such owners' Unit Entitlement except as provided for in the bylaws of the Strata Corporation. The Developer has designated the Limited Common Property. These areas are shown on the Strata Plan attached as Exhibit "B", but generally includes

balconies and decks. Such designations may only be removed by unanimous vote resolution of the members of the Strata Corporation.

The Strata Corporation is responsible for maintaining the Common Property, including limited common property. However, pursuant to the *Strata Property Act*, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of limited common property which they use. Pursuant to the Bylaws (defined in Section 3.5 below), an owner of a Strata Lot is responsible for maintaining and repairing Limited Common Property which such owner uses, except the following, which the Strata Corporation shall repair and maintain:

(i) all limited common property other than that identified below in paragraphs (A) through (F) and in Bylaw 3 of the Bylaws (defined in Section 3.5 and attached hereto as Exhibit "E"), but the duty to repair and maintain it is restricted to repair and maintenance that, in the ordinary course of events, occurs less often than once a year, and

(ii) the following limited common property, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) terraces, roof terraces, chimneys, stairs, balconies and other things attached to the exterior of a building;

(D) doors, windows and skylights on the exterior of a building or that front on the common property;

(E) fences, railings and similar structures that enclose terraces, roof terraces, balconies and yards; and

(F) planting beds and lawn areas.

3.5 Bylaws

The bylaws of the Strata Corporation are those set out under the cover of the Form Y Notice of Different Bylaws in Exhibit "E" (the "**Bylaws**") attached to this Disclosure Statement.

The Bylaws of the Strata Corporation contain, among other provisions, provisions that:

(a) impose limitations on the use of Strata Lots generally (Bylaws 4 and 41);

(b) impose limitations and conditions related to pets being permitted to be kept upon or within the Strata Lots and in or on the Common Property (Bylaw 5);

(c) prohibit certain short-term accommodation (Bylaw 4.5);

(d) impose limitations and conditions related to alterations to Strata Lots and Common Property (Bylaws 8 to 10, inclusive);

(e) impose limitations regarding display of real estate signs and viewing the Common Property for the sale or rental of a Strata Lot (Bylaw 37);

(f) impose limitations on the use of parking and storage areas (Bylaws 42 to 46, inclusive);

(g) impose limitations and conditions regarding refuse (Bylaw 48);

(h) contain general restrictions regarding the Strata Lots and the Common Property (Bylaw 50);

(i) impose limitations on smoking and vaping on or within the Development (Bylaw 51); and

(j) impose limitations and conditions on marketing activities by the Developer (Bylaw 53).

3.6 Parking and Storage Areas

(a) **Parking**

As noted in subsection 2.1(c), the Parking Facility is located partially within the Airspace Parcel and partially within the Remainder as shown on the Airspace Plan. The Parking Facility includes related driveway aisles, exits, stairwells and refuge spaces for ingress and egress from the Parking Facility.

(i) Parking Facility

The Development was allocated approximately 74 parking stalls and one (1) motorcycle stall (individually, a "**Parking Stall**" and collectively, the "**Parking Stalls**"), which Parking Stalls are located within the portion of the Parking Facility located within the Airspace Parcel. A security gate is included within the Parking Facility that restricts access to the Parking Stalls to residents and guests of residents of the Strata Lots.

(ii) Electric Vehicle Stalls

71 of the Parking Stalls are available for use by electric vehicles and each is equipped with a 208 - 240 volt energized outlet capable of providing level 2 charging or higher according to the SAE International's J1772 standard (the "**EV Stalls**"). The use of the EV Stalls is subject to the bylaws of the Strata Corporation in place from time to time, as provided in more detail in Section 3.5 hereof, and any lease, option to lease or partial assignment of lease in respect of the Parking Stalls. The allocation and manner of allocation of the EV Stalls is determined by the Developer in its sole discretion. Any electricity that is consumed as a result of the use of an EV Stall is metered to the Strata Corporation (the "**Electricity Costs**"). As a result, the Electricity Costs are equally invoiced to those respective owners using the EV Stalls and an amount an owner pays with respect to the consumption of electricity may not correspond to the amount of electricity

consumed by such owner. In addition, the Strata Corporation may also charge a user fee for the use of an EV Stall. The Developer reserves the right, in its sole discretion, to vary how the Electricity Costs are invoiced to Strata Lots.

(iii) Disabled Stalls

Two (2) of the Parking Stalls are marked and for the use of persons with disabilities (the "**Disabled Stalls**"). The allocation of the Disabled Stalls is determined by the Developer in its sole discretion. The Parking, Bicycle Storage Locker/Storage Locker Lease (as defined below) provides that the Disabled Stalls will be allocated on a first-come, first-served basis, for use by the owners of the Strata Lots who are eligible to receive (or whose spouse, dependent child or tenant residing in the applicable Strata Lot is eligible to receive) a disabled person's parking permit from the applicable government authority for use of parking stalls designed for use by persons with a disability.

The Disabled Stalls may be partially assigned to, and used by, Strata Lot owners who do not qualify for the use of disabled parking stalls. However, the Parking, Bicycle Storage Locker/Storage Locker Lease (as defined below) requires that if a Strata Lot owner, or his or her spouse, dependent child or tenant qualifies for the use of a disabled parking stall, then a Strata Lot owner who does not qualify for the use of a disabled parking stall but who has been assigned a Disabled Stall will exchange that Disabled Stall for the Parking Stall assigned to the Strata Lot owner who qualifies for the use of a disabled parking stall pursuant to the terms in the Parking, Bicycle Storage Locker/Storage Locker Lease.

(iv) Parking Garages

There are 3 parking garages within the Parking Facility that include two (2) Parking Stalls and a Storage Locker (as defined below) (individually, a "**Parking Garage**" and collectively, the "**Parking Garages**"). The Developer, in its sole discretion, may offer a Parking Garage to Strata Lot owners at the time of entering into a Purchase Agreement which will convert two (2) Parking Stalls and a Storage Locker into a Parking Garage at an additional cost to be determined by the Developer, in its sole discretion.

(b) **Bicycle Storage Lockers, Bike Racks and Storage Lockers**

The Development includes 13 bicycle lockers (individual, a "**Bicycle Storage Locker**" and collectively, the "**Bicycle Storage Lockers**") and 34 storage lockers (individually a "**Storage Locker**" and collectively, the "Storage Lockers", and collectively with the Bicycle Storage Lockers, the "**Lockers**") that are located in the Parking Facility. The Lockers are designated as Common Property, subject to terms of the Parking, Bicycle Storage Locker/Storage Locker Lease (defined below). The Development also contains approximately 60 bicycle storage spaces (collectively, the "**Bike Racks**") that are located in four separate bicycle rooms in the Parking Facility. The Bike Racks are designated as Common Property (as shown on the Strata Plan attached as Exhibit "B") and will be allocated and maintained by the Strata Corporation, in its sole discretion.

The Lockers are designated as Common Property subject to the terms of an option to lease or lease in favour of an entity related to the Developer. Notwithstanding the foregoing, the Developer reserves the right, in its sole discretion, to allocate the exclusive use of any of the Lockers and/or Bike Racks, or one or more portions thereof, to one or more purchasers of Strata Lots by any method the Developer may determine without consultation of any purchasers of the Strata Lots and in its sole discretion. Any Locker allocated will be determined by the Developer in its sole discretion.

(c) **Parking, Bicycle Storage Locker/Storage Locker Lease**

Pursuant to an option to lease (the "**Parking, Bicycle Storage Locker/Storage Locker Lease**") registered in the Land Title Office under registration number CB1428809, a copy of which is attached to this Disclosure Statement as Exhibit "F", the Parking Stalls and Lockers may be leased by the Developer to 1284673 B.C. Ltd., an entity that is related to the Developer (the "**Tenant**"). The Developer may cause the Tenant to assign the right to the sole use of any of the available Parking Stalls to the owners of the Strata Lots on terms established by the Developer. The Parking/Bicycle Storage Locker/Storage Locker Lease requires the re-allocation of the Disabled Stalls if needed by someone requiring a disabled stall. The Parking Stalls and Lockers will be allocated by the Developer, in its sole discretion, without consultation of any purchasers of the Strata Lots and in its sole discretion.

While the Developer currently intends to designate the Parking Stalls by partial assignments of rights under the Parking/Bicycle Storage Locker Lease, the Developer may, in its sole discretion, allocate any Parking Stalls for the exclusive use of one or more individual Strata Lot owners, on such terms as the Developer may determine using one or more of the following methods:

(i) partial assignment of rights under a lease; or

(ii) such other method as the Developer may determine.

The use of Parking Stalls will always be subject to the bylaws of the Strata Corporation in place from time to time, as provided in more detail in Section 3.5 hereof, and any lease, option to lease or partial assignment of lease in respect of the Parking Stalls.

The Parking Stalls may be small car stalls, have limited overhead capacity, and / or may be marked for the use of persons with disabilities. Further, Parking Stalls and Lockers may vary in size, shape or may partially be obstructed by columns, pipes, ducts, electrical or mechanical equipment, or other equipment necessary to the operation of the Development. Certain Strata Lots may not be allocated the option of acquiring a Parking Stall designated to such Strata Lot.

(d) **Shared Use of Parking Facility**

As noted in subsection 2.1(d), the Development and the Commercial Development will share portions of the Parking Facility as follows:

(i) the occupants and guests of the Development will have the non-exclusive use of certain driveway aisles, exits, stairwells, ramps and refuge spaces located within the portion of the Parking Facility within the Remainder for various purposes including accessing certain mechanical systems located within such portion of the Parking Facility and ingress and egress to the portion of the Parking Facility within the Airspace Parcel; and

(ii) the occupants and guests of the Commercial Development will have the non-exclusive use of certain driveway aisles, exits, stairwells, ramps and refuge spaces located within the portion of the Parking Facility within the Airspace Parcel for various purposes including accessing certain mechanical systems located within such portion of the Parking Facility

(the above-referenced shared areas being collectively referred to as the "**Shared Areas**").

The use of the Shared Areas by the occupants and guests of the Development and Commercial Development, respectively, are secured by way of easement(s) registered against the Remainder and Airspace Parcel, as applicable, in favour of the other parcel (the "**Parking Easement**") which Parking Easement is contained within the Airspace Agreement. The Developer reserves the right, in its sole discretion, to secure the use of the Shared Areas by any other means available to the Developer and to allocate the exclusive use or shared use, of any other areas within the Airspace Parcel to the Commercial Development.

3.7 Furnishings, Equipment and Appliances

The following equipment/furnishings may be included in the purchase of each Strata Lot:

(a) dishwasher

(b) cooktop range

(c) washer and dryer

(d) fridge and freezer

(e) overhead hood fan

(f) wall oven

(g) microwave

(h) blinds

The Developer reserves the right in its sole discretion to not include any of the above items or replace certain items with other equipment/furnishings. The Developer will determine, in its sole discretion, whether the Strata Lots will include window blinds, rollers or shades.

Any manufacturer's warranty for appliances and equipment whether located in the Strata Lots or on the Common Property will be passed on to the purchaser or the Strata Corporation if and to the extent permitted by such warranty.

3.8 Budget

The operating budget (the "**Budget**") of the Strata Corporation for the period beginning on the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser occurs is attached hereto as Exhibit "G". The monthly allocation of the Budget amongst the Strata Lots is set out in the schedule attached as Exhibit "H" and is calculated in proportion to the Unit Entitlement figure (see Exhibit "D") for each Strata Lot relative to the aggregate Unit Entitlement of all Strata Lots. The monthly contributions will be further adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation.

The *Strata Property Act* requires that depreciation reports be obtained by the Strata Corporation from time to time, in accordance with and subject to the provisions of the *Strata Property Act* and Regulations. It is anticipated that the costs associated with obtaining the required depreciation reports will be added to future budgets of the Strata Corporation, and that these added costs will result in increases to the budget from time to time.

The Development is serviced by a thermal energy system that provides for domestic hot water heating and space heating of the Strata Lots and the Common Property the associated costs of which will be paid by the Strata Corporation and are currently included within the Budget attached hereto as Exhibit "G". Therefore, the amount an owner of a Strata Lot pays with respect to the consumption of domestic hot water heating and space heating may not correspond to the amount of domestic hot water heating and space heating consumed by such owner.

Effective November 1, 2023, the minimum lump sum amount that developers are required to contribute to a contingency reserve fund has increased from 5% to 10% of the estimated operating expenses set out in the budget. In addition, strata corporations will be required to contribute a minimum of 10% of the estimated operating expenses set out in the budget to the contingency reserve fund. Accordingly, the Budget attached as Exhibit "G" hereto includes that the contribution to the contingency reserve fund required to be made by the Strata Lot owners is 10% of the total estimated operating expenses of the Strata Corporation.

As further described in Section 3.6, any electricity that is consumed as a result of the use of an EV Stall is metered to the Strata Corporation. As a result, the Electricity Costs (as defined in Section 3.6) are equally invoiced to those respective owners using the EV Stalls and an amount an owner pays with respect to the consumption of electricity may not correspond to the amount of electricity consumed by such owner.

3.9 Utilities and Services

(a) **General**

As the Development is located within the City, all usual municipal and utility services are provided to the Development, including water, electricity, sewerage, fire protection, telephone and access. Natural gas is provided to the Development and will be paid for by the Strata Corporation as set out in the Budget attached as Exhibit "G" and their cost will be prorated to the owners of the Strata Lots and included in the monthly assessments.

The Development is serviced by a thermal energy system that provides for domestic hot water heating and space heating for the Strata Lots and the Common Property.

(b) **Strata Lot Taxes**

Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot. Real property taxes are levied by and payable to the City.

(c) **Strata Lot Expenses**

Electricity, cable, telephone and internet are separately metered or assessed to each Strata Lot and they are not included in the Budget set out in Exhibit "G". Purchasers must make the appropriate application to set up accounts for these services for each Strata Lot.

(d) **Common Area Expenses**

Common area utilities and other expenses related to the Common Property are paid by the Strata Corporation as set out in the Budget attached as Exhibit "G" and their cost will be prorated to the owners of the Strata Lots and included in the monthly assessments.

The Development is serviced by a thermal energy system that provides for domestic hot water heating and space heating/cooling of the Strata Lots and Common Property.

3.10 Strata Management Contracts

The Strata Corporation has entered into a strata management agreement with Rancho Management Services (B.C.) Ltd. ("**Rancho**").

Rancho is responsible for the following:

(i) the collection of strata fees;

(ii) the payment of strata expenses;

(iii) the maintenance of strata financial records;

(iv) the maintenance and servicing of the Elevators;

(v) the mechanical and electrical servicing;

(vi) building envelope inspection services;

(vii) landscaping and gardening;

(viii) garbage collection and disposal;

(ix) recycling collection and disposal;

(x) the maintenance of telephone services and other telecommunications;

(xi) the arrangement of insurance;

(xii) in accordance with the *Strata Property Act*, the arrangement of the first annual general meeting; and

(xiii) to prepare and circulate the meeting minutes of the first annual general meeting.

3.11 Insurance

(a) **Intentionally deleted.**

(b) **Strata Corporation Coverage**

The Original Developer obtained, in the name of and on the account of the Strata Corporation, the following insurance coverage for the Development:

(A) broad form / replacement cost;

(B) equipment;

(C) gross rentals;

(D) building; and

(E) liability insurance to insure the Strata Corporation against property damage and bodily injury, in an amount of not less than $15,000,000.00.

(c) **Purchaser's Coverage**

A purchaser of a Strata Lot will be responsible for insuring the contents of his or her Strata Lot and obtaining liability insurance with respect to his or her Strata Lot, together with any insurance that may be required if an owner chooses to rent out its Strata Lot.

3.12 Rental Disclosure Statement

On November 24, 2022, the *Building and Strata Statutes Amendment Act* came into force which, among other things, repealed section 139 of the *Strata Property Act*. As a result, a developer is no longer required to file a rental disclosure statement to explain strata rental rights and a strata corporation must not restrict the rental of a strata lot.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The Strata Lots comprising the Development are legally described as follows:

> Strata Lots 3 to 46 (except, for the purposes of this Disclosure Statement only, Strata Lots 1, 2, 4, 11, 12, 14, 16, 21, 22, 23, 24, 28, 30, 31, 32, 35, 36, 40, 41, 42, 44, and 45) District Lot 526 Group 1 New Westminster District Strata Plan EPS9999 together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V

4.2 Ownership

1076255 B.C. Ltd., the Nominee, is the registered owner of the Lands. The Nominee holds title to the Lands as bare trustee for Lightstone Development Ltd., as beneficial owner, pursuant to the terms of an unregistered declaration of bare trust and agency agreement.

The Developer is marketing the Development in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of the Original Developer pursuant to the Order in the Proceedings.

4.3 Existing Encumbrances and Legal Notations

The legal notations and encumbrances currently registered against title to the Lands are described in Exhibit "J" to this Disclosure Statement. **The descriptions in Exhibit "J" include important information relevant to the Development and should be read carefully before entering into a purchase and sale agreement for any Strata Lot in the Development.** The descriptions in Exhibit "J" are summaries only and are not intended to be comprehensive. Complete copies of the legal notations and charges are available to the public at the Land Title Office.

All mortgages, assignments of rents, certificates of pending litigation, and claims of builder's lien will be discharged from title to each Strata Lot on the completion of the sale of the relevant Strata Lot by virtue of a vesting order made by the Supreme Court of British Columbia. All sales will be subject to the foregoing court approval and the vesting order approving such sale, when filed in the Land Title Office, will transfer title to each Strata Lot in accordance with the terms of such vesting order. The granting of each vesting order is within the discretion of the Supreme Court of British Columbia.

4.4 Proposed Encumbrances

The Developer has not proposed any encumbrances that will be registered after the completion of the sales of the Strata Lots.

4.5 Outstanding or Contingent Litigation or Liabilities

Pursuant to the Proceedings, the Developer is acting as receiver-manager and will be completing the Development and selling the Strata Lots. As receiver-manager of the assets, undertakings and properties of the Original Developer, the Developer shall incur no personal liability or obligation

as a result of its appointment, except with respect to any gross negligence of willful misconduct on its part. No proceeding or enforcement process in any court or tribunal may be commenced or continued against the Developer except with the written consent of the Developer or with leave of the Supreme Court of British Columbia.

While various claims have been made in relation to the Original Developer, including a certificates of pending litigation registered in the Land Title Office under registration numbers CB1851253, CB1794125, and CB1902215, it is anticipated that each vesting order will vest title in the Purchaser free and clear of any financial claims or encumbrances against the Original Developer.

Save and except for the foregoing, there is no outstanding or contingent litigation or liabilities in respect of the Strata Lots or against the Developer that may affect the Strata Corporation or the owners of the Strata Lots.

4.6 Environmental Matters

(a) **Flooding Dangers**

To the best of the Developer's knowledge, the lands on which the Development is constructed do not lie within an area which may be subject to flooding.

(b) **Condition of Soil and Subsoil**

To the best of the Developer's knowledge, there are not any unusual or material issues with respect to soil or subsoil conditions.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Commencement of construction of the Development began on March 14, 2022 and Occupancy Permit OC-2024-00422 was issued by the City on June 11, 2024.

5.2 Warranties

(a) The Development was constructed by a licensed builder under the *Homeowners Protection Act*. The Development, including each of the Strata Lots, is covered by the mandatory warranties required under the *Homeowners Protection Act* and includes coverage for defects in materials and labour for a period of two (2) years from the date the warranty commences, defects in the building envelope(s) for a period of five (5) years and structural defects for a period of ten (10) years. Improper or inadequate maintenance may void warranty coverage.

(b) Manufacturers warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation, respectively, providing such assignment is permitted by the warranty.

5.3 Previously Occupied Building

The Development is not a previously occupied building.

6. MUNICIPAL APPROVALS

The City approved the permits listed below.

PERMIT	PERMIT NO.	DATE OF ISSUANCE
Development	DP-2018-00542	July 22, 2020
Excavation	BP-2019-03846	February 3, 2021
Foundation	BP-2019-03846	January 10, 2022
Building	BP-2019-03846	October 25, 2022
Occupancy	OC-2024-00422	June 11, 2024

7. MISCELLANEOUS

7.1 Deposits

All deposits and other money received from purchasers of the Strata Lots shall be held in trust in the manner required by the *Real Estate Development Marketing Act* in the trust account of McCarthy Tétrault LLP, the Developer's lawyers, or such other licensee under the *Real Estate Services Act*, solicitor or notary public as is appointed by the Developer, until such time as:

(a) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office; or

(b) the offer to purchase and agreement of purchase and sale has been earlier terminated.

The interest, if any, accrued on the deposits will be for the account of and payable to the Developer unless otherwise provided in the offer to purchase and agreement of purchase and sale entered into between the Developer and the purchaser of a Strata Lot.

7.2 Purchase Agreement

A copy of the Developer's form of Agreement of Purchase and Sale with respect to the Strata Lots (the "**Purchase Agreement**") is attached as Exhibit "K" hereto. The Purchase Agreement provides, among other things, as follows:

(a) The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract, by delivery to the Developer's Solicitors of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. (Vancouver time) on the completion date (the "Completion Date"), which will be the date that is 3 Business Days from the date that the Developer obtains a certified copy court order approving the transfer of the Strata Lot to the Purchaser, which is not subject to any stay, appeal, or

other order restraining this Contract or the transaction contemplated hereby (the "Vesting Order"). The Completion Date may be based on the Developer's estimate as to when the Vesting Order will be obtained, provided that the Developer or the Developer's Solicitors will give a minimum of 3 Business Days' notice (the "Vesting Order Notice") thereof. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Developer may delay the Completion Date from time to time as required by the Developer, by written notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by [insert date] (the "Outside Date"), this Contract will terminate on the Outside Date, the Deposit (excluding interest thereon) will be returned to the Purchaser and the parties will be released from all of their obligations hereunder. The Purchaser acknowledges and agrees that the Completion Date will be determined in accordance with this section 7.2.

(b) The Purchaser acknowledges and agrees that the Developer may, in its sole discretion, terminate the Purchase Agreement at any time by giving written notice to the purchaser or the purchaser's solicitors, if:

(i) the mortgage pursuant to which FTI Consulting Canada Inc. was appointed the manager and receiver of all of the assets, undertakings and properties of 1076255 B.C. Ltd. and Lightstone Development Ltd. is redeemed pursuant to the terms of an order nisi of foreclosure;

(ii) the Developer is not able to obtain the Vesting Order, or otherwise determines, in its sole discretion, that it is not advisable to present the Purchase Agreement to the court in furtherance of obtaining the Vesting Order;

(iii) the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the Purchase Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and regulations under that statute, as amended from time to time;

(iv) the Developer has reasonable grounds to suspect that any of the representations and warranties made by the purchaser pursuant to subsection 23(a) of the Purchase Agreement are untrue, incomplete, inaccurate or misleading in any respect;

(v) the purchaser fails to provide the Supporting Documents (as defined in subsection 23(b) of the Purchase Agreement); or

(vi) the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the Purchase Agreement would result in liability to the Developer pursuant to the PPNCA or PPNCR (each as defined in section 18 of the Purchase Agreement).

(c) The Purchaser acknowledges and agrees that time is of the essence under the Purchase Agreement and, unless all payments on account of the Purchase Price (as defined in the

Purchase Agreement), including any Deposits, and all other amounts payable thereunder are paid by the purchaser when due, then the Developer may, at its option:

(i) terminate the Purchase Agreement by written notice to the purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Developer as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Developer will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Developer s other remedies including, without limitation, the right of the Developer to pursue the purchaser for any unpaid balance of the Deposit and to seek additional damages and the Developer's solicitors are hereby irrevocably authorized and directed by the purchaser to pay the amount held by them and such interest as may have accrued thereon to the Developer upon delivery by the Developer to the Developer's solicitors of a written certification confirming the purchaser's breach, in accordance with section 18(4) of the *Real Estate Development Marketing Act*, as further described below; or

(ii) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Developer, time to remain of the essence hereof and subject to the Developer's right in its sole discretion, to grant further extensions to a certain date each time, in which event the purchaser will pay to the Developer, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable thereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

(d) If the Developer defaults in its obligations under the Purchase Agreement, the Deposit (including interest thereon) will be paid to the purchaser as liquidated damages (the parties agreeing that such amount constitutes a genuine pre-estimate of damages) and as the purchaser's sole and exclusive remedy.

(e) The purchaser will pay the Deposit to the Developer's solicitors, in trust, to be held as trustee in accordance with the *Real Estate Development Marketing Act*. The Deposit, or any portion thereof, when received, will be deposited by the Developer's solicitors in an interest-bearing trust account with the interest to accrue to the benefit of the Developer, except as otherwise expressly provided in the Purchase Agreement.

(f) Without the Developer's prior consent, any assignment of the Purchase Agreement is prohibited. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(g) The purchaser may not assign the purchaser's interest in the Strata Lot or in the Purchase Agreement without the written consent of the Developer, which consent may be arbitrarily withheld in the Developer's sole discretion. Unless the Developer has consented to an assignment, the Developer will not be required to convey the Strata Lot to anyone other than the purchaser named therein. The Developer may, at its option, charge an administration fee equal to three percent (3%) of the aggregate of: (i) the Purchase Price, and (ii) the amount of any consideration received by the purchaser from the assignee in respect of the assignment, plus applicable taxes, as consideration for agreeing to an assignment of the purchaser's interest in the Strata Lot or in the Purchase Agreement and for any associated legal and administrative costs. In the event that the purchaser wishes to assign the purchaser's rights under the Purchase Agreement to his/her/their spouse, child, sibling or parent, or to a corporation which is wholly owned or controlled by the purchaser, the Developer will charge a flat administration fee of $1,000.00 plus applicable taxes, on the condition that the purchaser first provides the Developer's solicitors with such information or documents, including, without limitation, a statutory declaration sworn by the purchaser, setting out the particulars of and confirming the required relationship between the purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Developer's solicitors. In addition to the foregoing, the Developer may impose such other conditions upon the Developer's consent to an assignment request by the purchaser as it may determine in its sole discretion, including, without limitation, that the purchaser has paid all instalments of the Deposit as required under the Purchase Agreement and is otherwise not in default under the Purchase Agreement. Following any assignment, the assignor will not be relieved of his/her/its/their obligations but will continue to remain liable to perform all obligations of the purchaser under the Purchase Agreement. The Purchaser will not advertise or solicit offers from the public or use the Multiple Listing Service® (MLS) with respect to the resale of the Strata Lot by the purchaser before the Completion Date without the express written consent of the Developer, which consent may be arbitrarily withheld. Before the Developer consents to an assignment of the purchaser's interest in the Strata Lot or in the Purchase Agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following: (A) the party's identity; (B) the party's contact and business information; and (C) the terms of the assignment agreement. Information and records collected by the Partnership must be reported by the Partnership to the administrator designated under the *Property Transfer Tax Act* (British Columbia) (the "**PTTA**"). The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency. The purchaser and the proposed assignee will give to the Partnership all such information and records and any additional information and records requested by the Developer pursuant to the *Real Estate Development Marketing Act* or regulations thereto from time to time, and hereby consent to the Partnership making any filings or disclosing the aforesaid information and records as required or permitted by the *Real Estate Development Marketing Act* or regulations thereto, as may be amended from time to time. In addition, the purchaser and the proposed assignee will give to the Developer

all such information and records and any additional information and records requested by the Partnership pursuant to the *Prohibition* on the *Purchase of Residential Property by Non-Canadians Act* (Canada), as may be amended from time to time (the "**PPNCA**"), or the regulations thereto, including the Prohibition on the Purchase of Residential Property by Non-Canadians Regulations, SOR 2022-250, as may be amended from time to time (the "**PPNCR**"). The purchaser and any proposed assignee will jointly and severally indemnify and save harmless the Released Parties (as defined in the Purchase Agreement) from any loss, damage, liability, cost and expense (including, without limitation, fines and penalties) suffered by the Released Parties, directly or indirectly as a result of any misrepresentation or false or misleading statement in any information and records provided to the Developer pursuant to the Purchase Agreement. No assignment will be valid until the Developer has received the applicable administrative fee, and the assignor and the assignee have executed and delivered to the Developer an assumption agreement in favour of the Developer in the form required by the Developer and the Developer has received any additional documents it may require from the assignor, the assignee and/or any other party in connection with its consent to the assignment, including, without limitation, any certificate or other documents necessary or required by the Developer pursuant to the PPNCA. Notwithstanding the foregoing, and regardless of whether or not the Developer consents in writing to an assignment of the Purchase Agreement, the Purchaser will not, under any circumstances, assign the Purchase Agreement in a manner that: (1) qualifies as an "avoidance transaction" as such term is defined under section 2.04 of the PTTA; or (2) contravenes the provisions of the PPNCA or the PPNCR. The purchaser will indemnify the Released Parties against any damages, losses, duties, levies, fees, penalties, costs and expenses that any of the Released Parties may suffer or incur under the PTTA or any regulation thereunder, or under the PPNCA or the PPNCR, in connection with an assignment of the Purchase Agreement or otherwise in connection with the transaction contemplated therein.

(h) The Developer will be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in the Purchase Agreement without the consent of the purchaser.

7.3 Developer's Commitments

The Developer intends to assign the following agreements to the Strata Corporation:

(a) lease agreements with respect to certain fitness equipment located within the Amenities; and

(b) lease agreement with respect to the security system which includes the enterphone system, access control, and CCTV system.

7.4 Other Material Facts

(a) **Marketing**

The Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development and/or the Commercial Development and/or developments adjacent to or in close proximity with

the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office. The Developer also may place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities with respect to the Development and/or the Commercial Development, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sale activities of the Development and/or the Commercial Development and/or developments adjacent to or in close proximity with the Development. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners of Strata Lots.

(b) **Concierge Service**

Concierge services have been obtained for the Development. The Strata Corporation is required to pay the costs of these services as outlined in the Budget attached hereto as Exhibit "G". As noted in Section 2.1, the Developer advises that the continuation of the provision of the concierge service following the transfer of Strata Lots to purchasers is not guaranteed and the Developer cannot make any assurances about the availability of the concierge services on a continuity basis.

(c) **Views**

Purchasers of Strata Lots are advised that the Developer does not make any representation or warranty as to the views from the Strata Lots. Any simulated views in any brochures, models, blogs, websites, including the website for the Development, or any other electronic media including any simulated views located in the presentation centre for the Development or any other marketing materials relating to the Development are for illustrative purposes only and should not be relied upon by purchasers of Strata Lots. The completion of the Development and the future development of land adjacent to or in the vicinity of the Development may have a detrimental effect on the views from some or all of the Strata Lots.

(d) **Shared Features**

As outlined in this Disclosure Statement, there are some features to be shared, including the Parking Facility amongst the Development and the Commercial Development. In order to facilitate this, the owner(s) of and/or any strata corporation in respect of the Commercial Development may be required to fulfill certain obligations and may be entitled to exercise certain rights under several agreements, whether registered or unregistered, in relation to those features shared between the Development and/or the Commercial Development, and whether or not, and the manner in which, the above noted entities fulfil such obligations and exercise such rights, may have an effect on the value, price or use of one or more of the Strata Lots and/or the Development.

(e) **Additional Obligations of Strata Corporation**

Pursuant to the Airspace Agreement and the Parking Easement and/or certain other agreements to be entered into or assumed by the Strata Corporation, the Strata Corporation will have certain obligations in addition to those otherwise described in this Disclosure Statement, which additional obligations may include the following:

(i) to enter into or assume from the Developer the easement agreements described in this Disclosure Statement and, insofar as possible, to compel the observance and/or compliance by all Strata Lot owners, residents, and their respective tenants and invitees with all of the requirements set forth in such agreements, the *Strata Property Act* and the Bylaws;

(ii) to assume the terms of any reciprocal easement agreement(s) entered into or to be entered into with any adjacent property owners and to observe and comply (and, insofar as possible, compel the observance and/or compliance by all Strata Lot owners) with all terms and provisions contained in such agreements;

(iii) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired), as would a prudent owner of similar premises at all times, those parts of the Common Property, such as components, rooms, facilities, utilities, access and egress routes, systems, services, service rooms and equipment, which service or benefit the Remainder;

(iv) to ensure that no actions or steps are taken by or on behalf of the Strata Corporation, or by any Strata Lot owner or their respective tenants or invitees, which would prohibit, restrict, limit, hinder or interfere with the Developer's ability to utilize portions of the Common Property for its marketing and sales programs in connection with the Development and/or the Commercial Development;

(v) to ensure that no actions or steps are taken by or on behalf of the Strata Corporation, or by any Strata Lot owner or their respective tenants or invitees, which would prohibit, limit or restrict the access to, egress from or use of any easement in favour of the Development or which encumbers the Development;

(vi) to pay the Strata Corporation's share of the any shared costs in accordance with any applicable agreements, including the Airspace Agreement and the Parking Easement;

(vii) to enter into or assume development agreements with the City, including, without limitation, agreements containing obligations relating to the operation, maintenance and repair of any public amenities, including the Public Features, developed and contained within the Development or the Lands; and

(viii) to permit the Developer to access any portion of the Development so as to enable the Developer to fulfill any outstanding obligations it may have.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, ail material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 10th of April, 2025.

Developer:

FTI Consulting Canada Inc., in its capacity as court-appointed manager and receiver of all of the assets, undertakings and properties of 1076255 B.C. Ltd. and Lightstone Development Ltd.

Per: _____
Authorized Signatory

Confirmation of the Developer made under Policy Statement 7

Pursuant to Policy Statement 7 under the *Real Estate Development Marketing Act*, the Developer confirms that all non-resident directors of the Developer, being Jared Dunkin, Gregory Watson, Curtis Lu, Paul Bishop, and Brock Edgar, are aware of their personal liability in respect of the contents of this Disclosure Statement. Under Policy Statement 7, the Superintendent of Real Estate for the Province of British Columbia will exempt all non-resident directors of a developer from the requirement to sign a disclosure statement if the developer provides the aforementioned confirmation.

EXHIBIT A
AIRSPACE PLAN

AIR SPACE PLAN OF PART OF LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

AIR SPACE PLAN EPP133834

PURSUANT TO SECTION 141 OF LAND TITLE ACT
BCGS 92G.025
BOOK OF REFERENCE

DESCRIPTION	TOTAL AREA	TOTAL VOLUME
AIR SPACE PARCEL A	0.271 ha	72670 m³

TOTAL VOLUME EXPRESSED TO FOUR SIGNIFICANT FIGURES

ELEVATIONS ARE TO GEODETIC DATUM AND ARE DERIVED FROM INTEGRATED SURVEY CONTROL MONUMENT 87H3251 WITH AN ELEVATION OF 134.665m, CVD28GVRD2018

INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V–1284 AND V–3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

THIS PLAN SHOWS HORIZONTAL GROUND–LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND–LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995941 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

UNLESS SHOWN OTHERWISE, THE LIMITS OF THE AIRSPACE PARCEL'S SURFACES ARE DEFINED BY HORIZONTAL AND VERTICAL PLANES.

LEGEND

- ⊕ INDICATES CONTROL MONUMENT FOUND
- ● INDICATES STANDARD IRON POST FOUND
- ■ INDICATES LEAD PLUG FOUND
- ○ INDICATES STANDARD IRON POST PLACED
- (X) INDICATES LOCAL COORDINATE POINT NUMBER X (TYPICAL)
- PT INDICATES PART OF
- EL INDICATES ELEVATION
- ASP INDICATES AIR SPACE PARCEL
- AOP INDICATES AIR SPACE PARCEL BOUNDARY ON PARENT PARCEL PROPERTY LINE

AIR SPACE PARCEL A

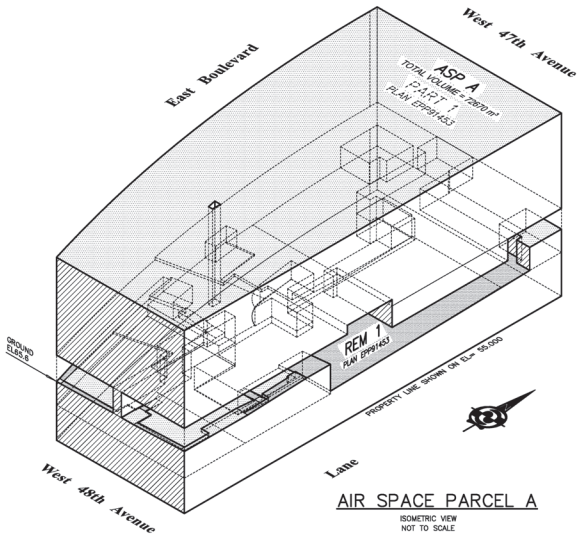
LEVEL	VOLUME	SHEET
PARKING (P2)	19805 m³	2
PARKING (P1)	3976 m³	3
GROUND FLOOR	2093 m³	4
2nd FLOOR TO ROOF	46798 m³	5
TOTAL	72672 m³	

V–1284 EL=65.892m
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 486650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

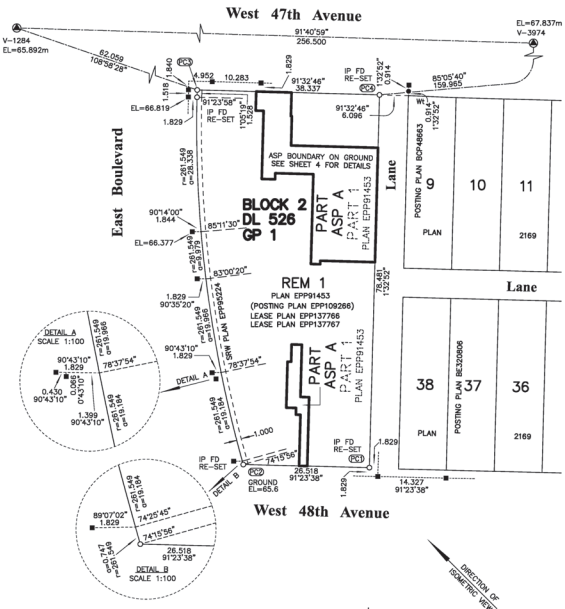
V–3974 EL=67.837m
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 487907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m

RE–SET INDICATES PREVIOUSLY TIED ON FEBRUARY 12, 2021 (SEE PLAN EPP109266), LOST, AND RESET USING TIES FROM THE ORIGINAL CONTROL TRAVERSE

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)



AIR SPACE PARCEL A
ISOMETRIC VIEW
NOT TO SCALE



PLAN VIEW
0 10 20 30

TABLE OF COORDINATES
PARENT PARCEL
PROPERTY CORNERS
(ASSUMED LOCAL COORDINATES)

POINT	NORTHING	EASTING
PC1	2000.000	1000.000
PC2	2000.645	973.490
PC3	2079.487	963.796
PC4	2078.452	1002.120

(SEE SHEET 6 FOR ASP COORDINATES)

COORDINATES SHOWN WITHIN THIS TABLE ARE BASED ON A LOCAL, GROUND LEVEL DATUM, AND ARE SHOWN TO PROVIDE A RELATIVE LOCATION BETWEEN AIR SPACE PARCEL CORNERS AND PARENT PARCEL CORNERS. THESE COORDINATES ARE NOT FOR GEOREFERENCING PURPOSES.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ASP_PG1.DWG

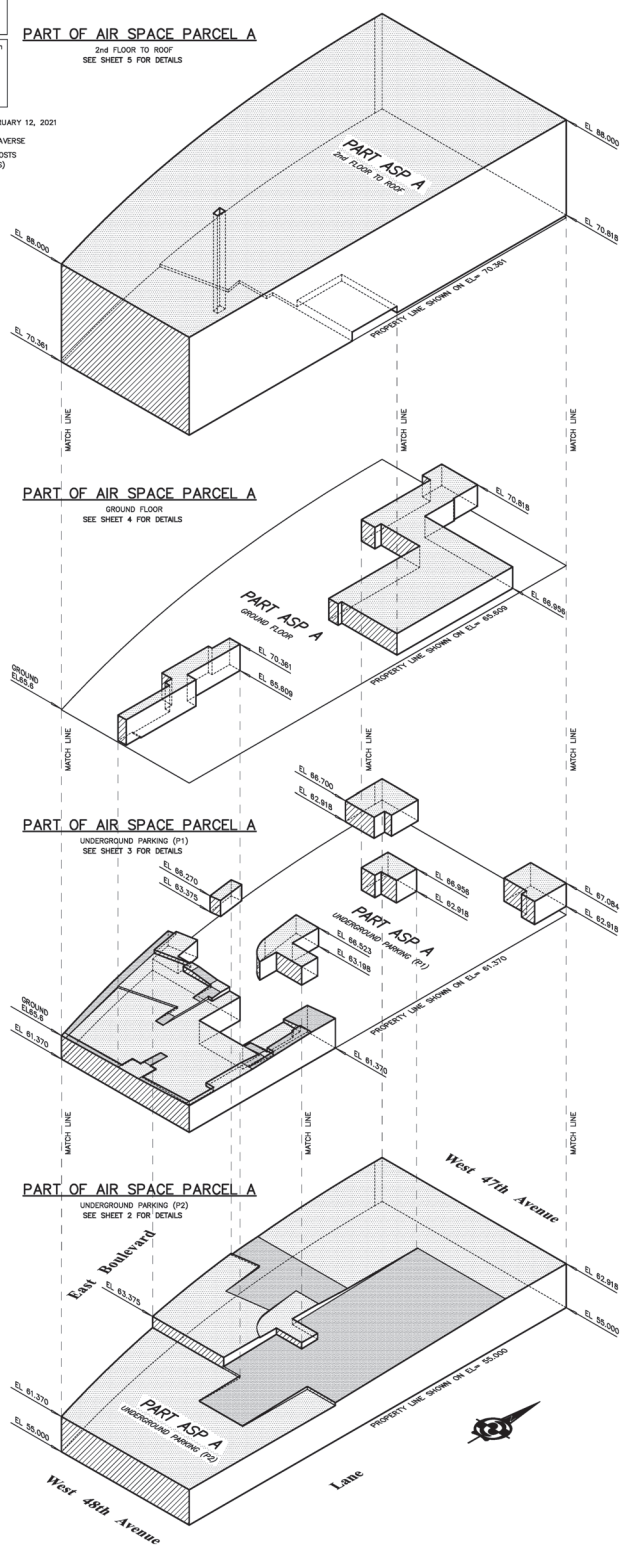
ALL DISTANCES AND COORDINATES ARE IN METRES
THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:500

PART OF AIR SPACE PARCEL A
2nd FLOOR TO ROOF
SEE SHEET 5 FOR DETAILS

PART OF AIR SPACE PARCEL A
GROUND FLOOR
SEE SHEET 4 FOR DETAILS

PART OF AIR SPACE PARCEL A
UNDERGROUND PARKING (P1)
SEE SHEET 3 FOR DETAILS

PART OF AIR SPACE PARCEL A
UNDERGROUND PARKING (P2)
SEE SHEET 2 FOR DETAILS



AIR SPACE PARCEL A
EXPLODED ISOMETRIC VIEW
NOT TO SCALE

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF VANCOUVER

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT – CITY OF VANCOUVER

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY GU GORDON YU, BCLS #808 ON THE 15th DAY OF MAY, 2024

SHEET 2 OF 6 SHEETS

UNDERGROUND PARKING (P2)

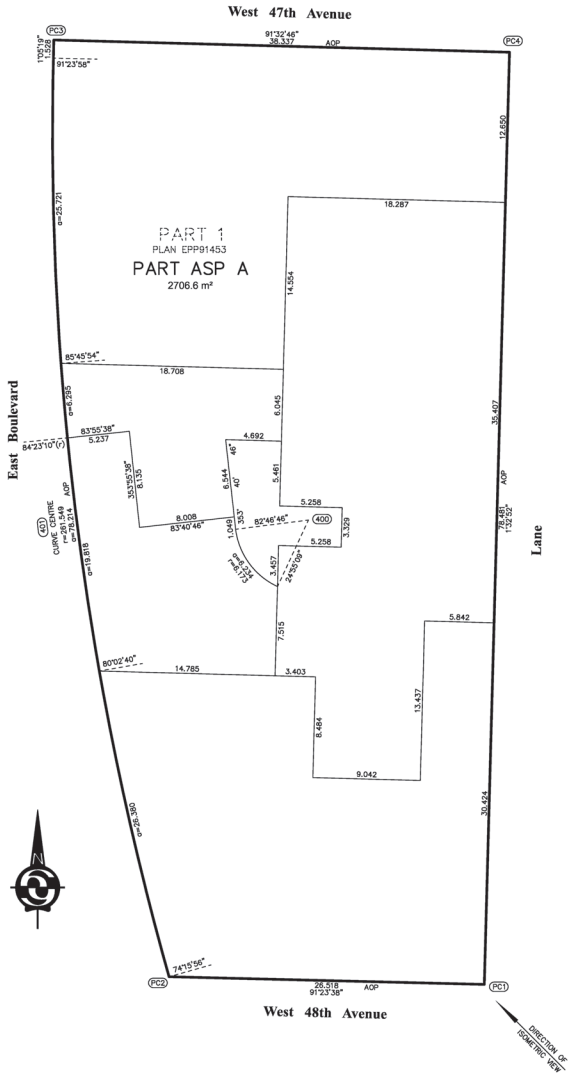
AIR SPACE PLAN EPP133834

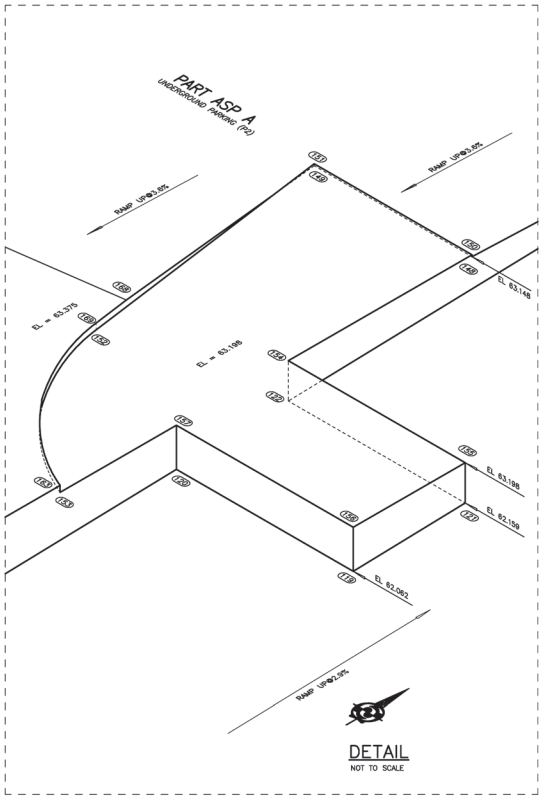
PLAN VIEW

0 5 10 15

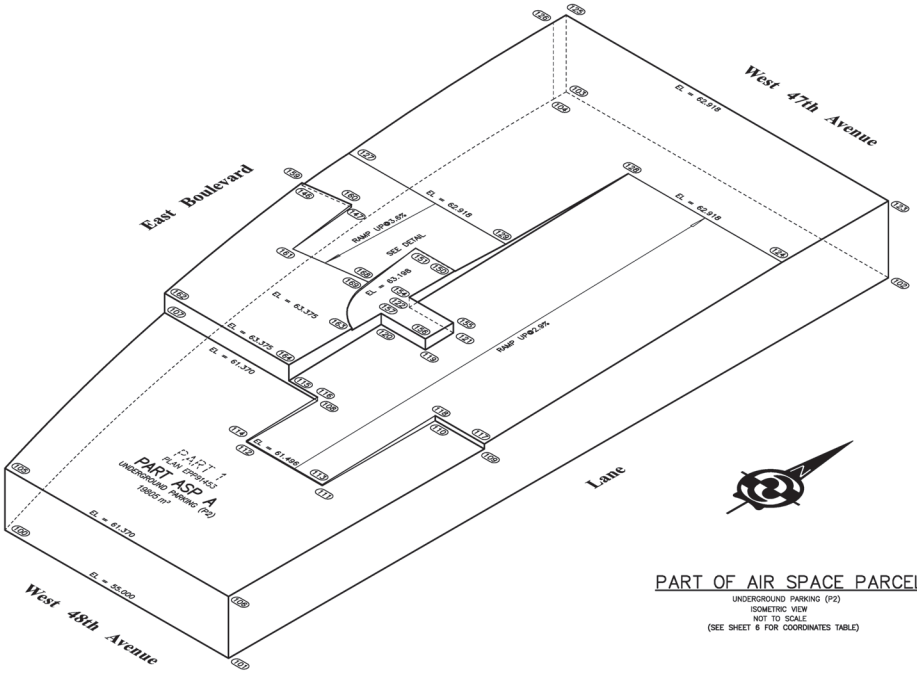
ALL DISTANCES AND COORDINATES ARE IN METRES
THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:200

PLAN VIEW LINE BEARINGS ARE 1°32'52" OR 91°32'52", OR INDICATED OTHERWISE.





DETAIL
NOT TO SCALE



PART OF AIR SPACE PARCEL A
UNDERGROUND PARKING (P2)
ISOMETRIC VIEW
NOT TO SCALE
(SEE SHEET 6 FOR COORDINATES TABLE)

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ASP_P2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 15, 2024

UNDERGROUND PARKING (P1)

AIR SPACE PLAN EPP133834

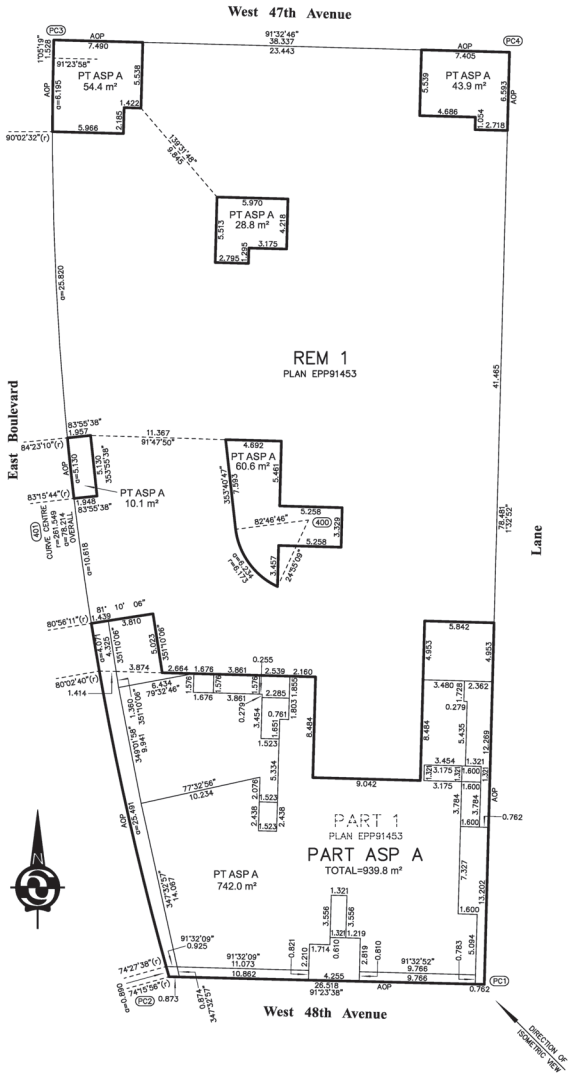
PLAN VIEW

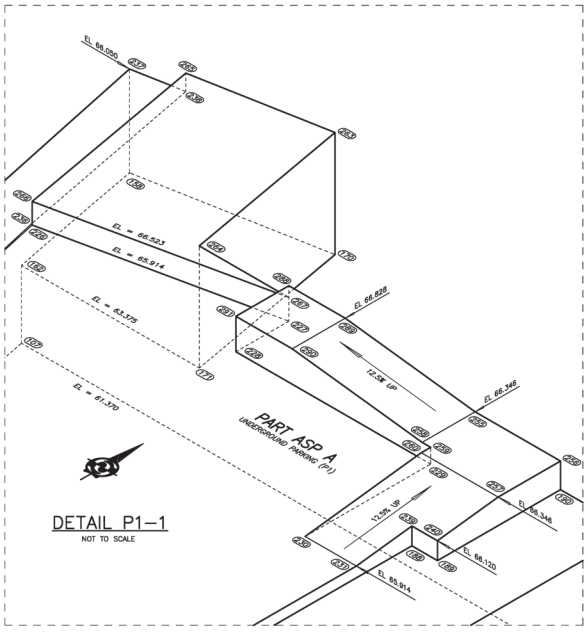
0 5 10 15

ALL DISTANCES AND COORDINATES ARE IN METRES

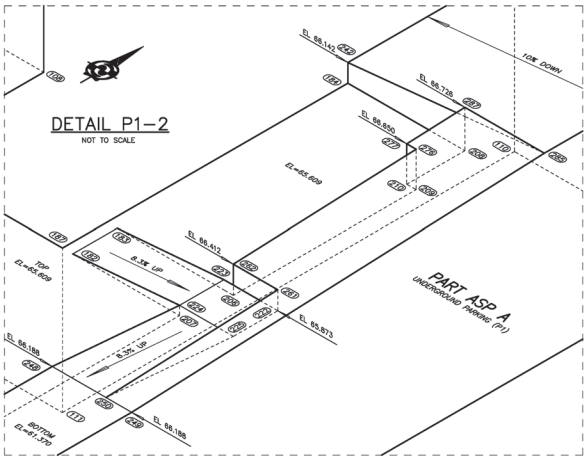
THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:200

PLAN VIEW LINE BEARINGS ARE 1°32'52" OR 91°32'52", OR INDICATED OTHERWISE.

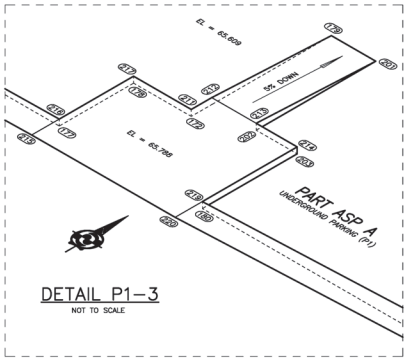




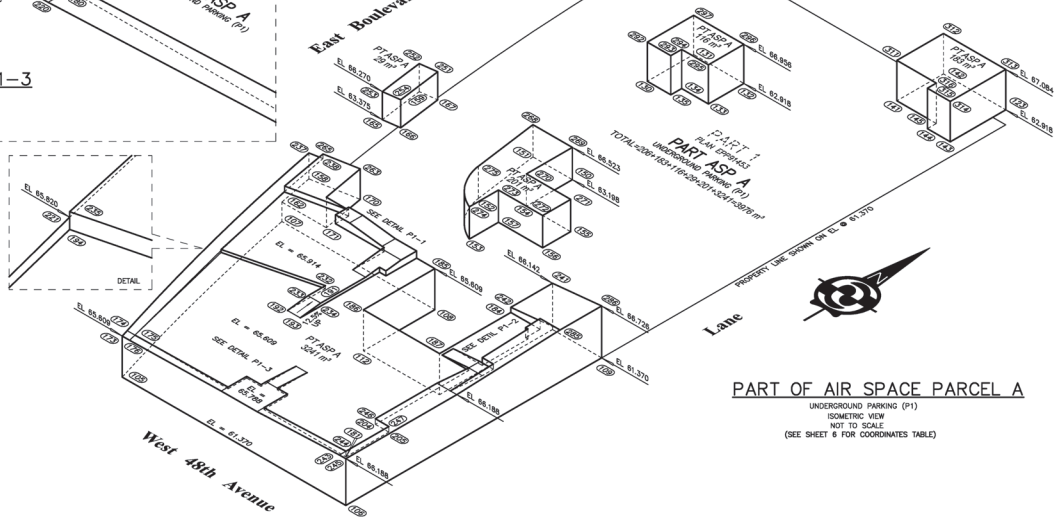
DETAIL P1–1
NOT TO SCALE



DETAIL P1–2
NOT TO SCALE



DETAIL P1–3
NOT TO SCALE



PART OF AIR SPACE PARCEL A

UNDERGROUND PARKING (P1)
ISOMETRIC VIEW
NOT TO SCALE
(SEE SHEET 6 FOR COORDINATES TABLE)

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ASP_P1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 15, 2024

SHEET 4 OF 6 SHEETS

GROUND FLOOR

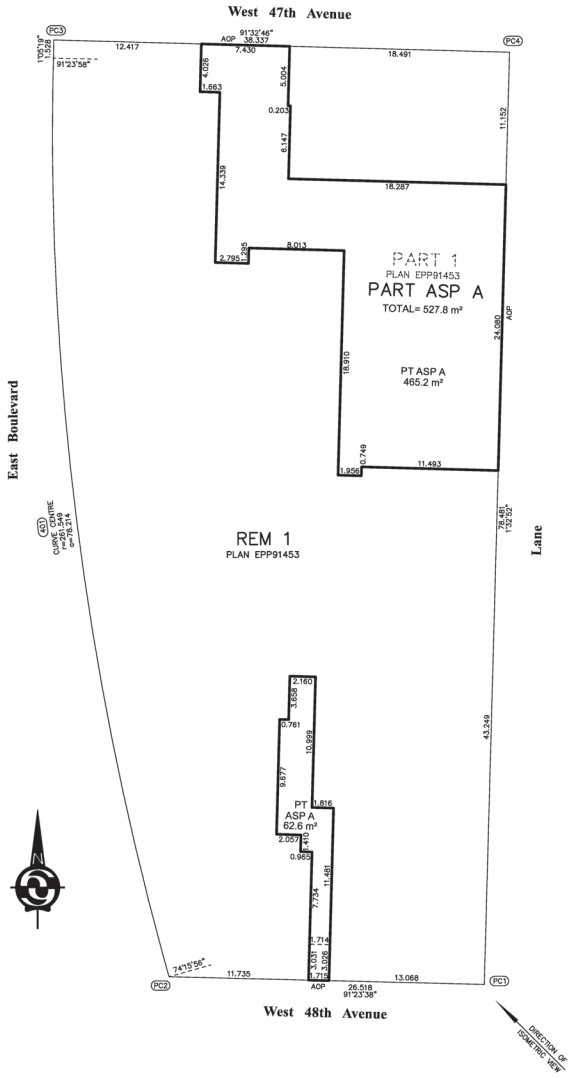
AIR SPACE PLAN EPP133834

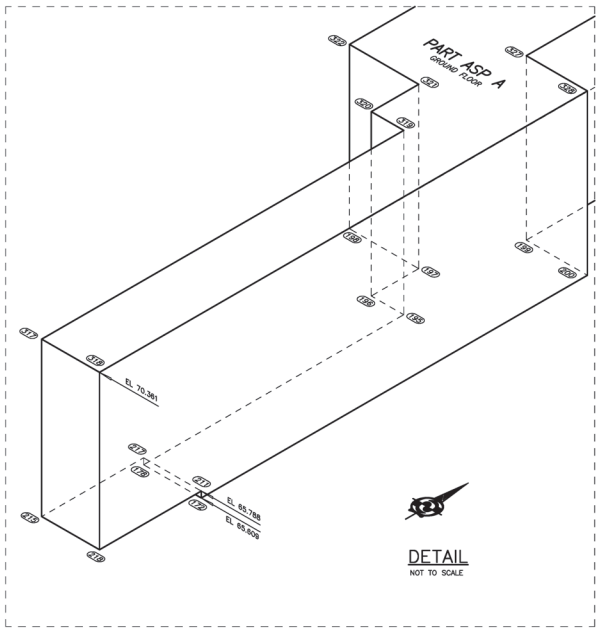
PLAN VIEW

0 5 10 15

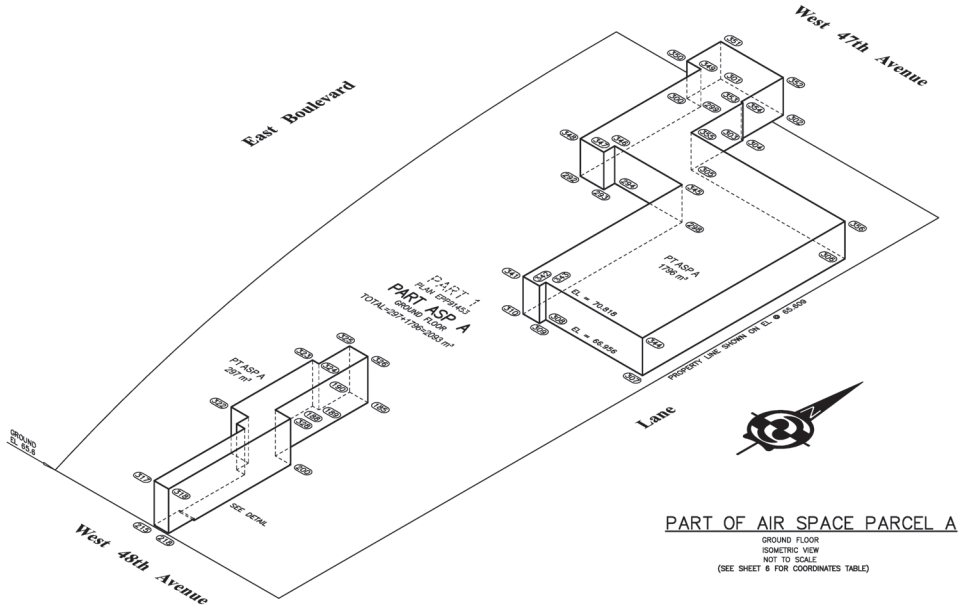
ALL DISTANCES AND COORDINATES ARE IN METRES
THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:200

PLAN VIEW LINE BEARINGS ARE 1°32'52" OR 91°32'52", OR INDICATED OTHERWISE.





DETAIL
NOT TO SCALE



PART OF AIR SPACE PARCEL A
GROUND FLOOR
ISOMETRIC VIEW
NOT TO SCALE
(SEE SHEET 6 FOR COORDINATES TABLE)

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ASP_L1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 15, 2024

SHEET 5 OF 6 SHEETS

2nd FLOOR TO ROOF

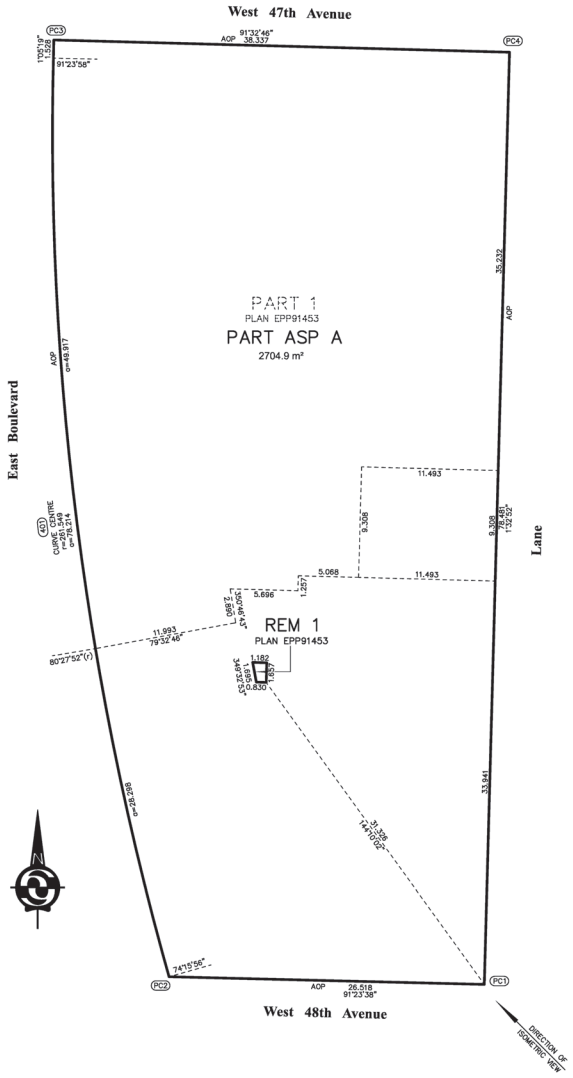
PLAN VIEW

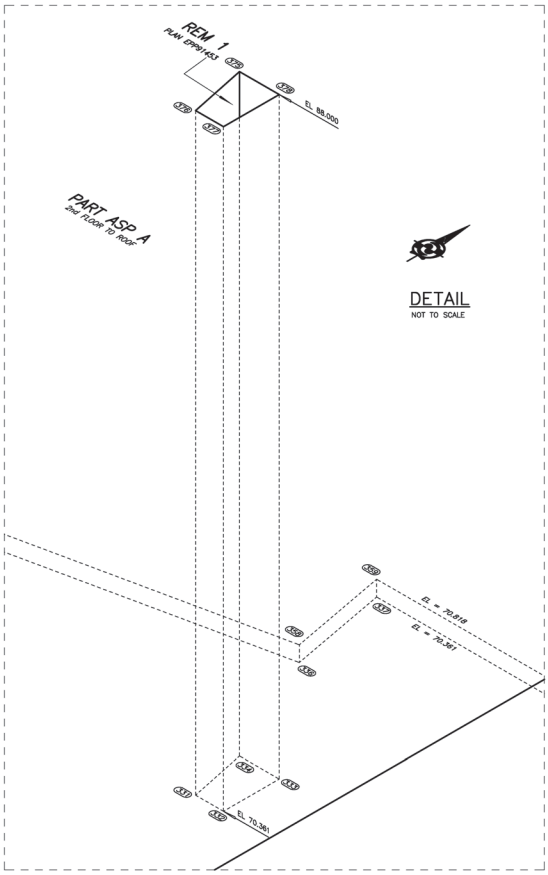
AIR SPACE PLAN EPP133834

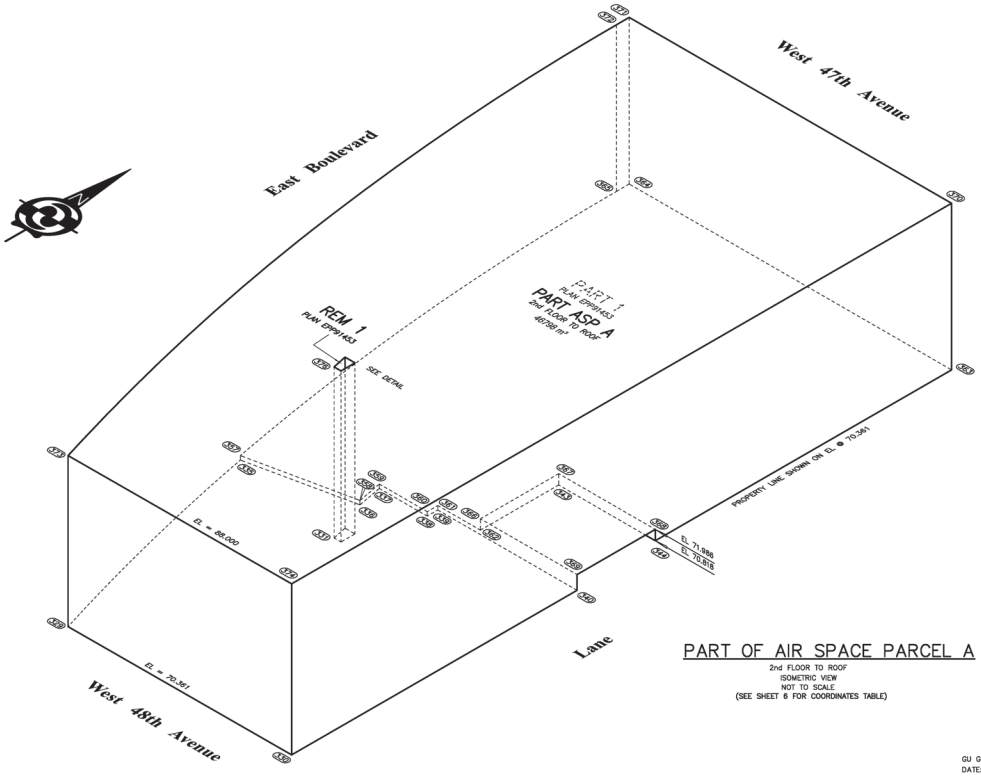
0 5 10 15

ALL DISTANCES AND COORDINATES ARE IN METRES
THE INTENDED PLOT SIZE OF THIS PLAN IS 560 mm IN WIDTH BY 864 mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:200

PLAN VIEW LINE BEARINGS ARE 1°32'52" OR 91°32'52", OR INDICATED OTHERWISE.







PART OF AIR SPACE PARCEL A
2nd FLOOR TO ROOF
ISOMETRIC VIEW
NOT TO SCALE
(SEE SHEET 6 FOR COORDINATES TABLE)

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_ASP_L2UP.DWG

GU GORDON YU, BCLS #808
DATE: MAY 15, 2024

TABLE OF COORDINATES

COORDINATES SHOWN WITHIN THIS TABLE ARE BASED ON A LOCAL, GROUND LEVEL DATUM, AND ARE SHOWN TO PROVIDE A RELATIVE LOCATION BETWEEN AIR SPACE PARCEL CORNERS AND PARENT PARCEL CORNERS. THESE COORDINATES ARE NOT FOR GEOREFERENCING PURPOSES.

AIR SPACE PLAN EPP133834

TABLE OF COORDINATES
(ASSUMED LOCAL COORDINATES)

POINTNUMBER	NORTHING	EASTING	ELEVATION
PC1	2000.000	1000.000	
PC2	2000.645	973.490	
PC3	2079.487	963.796	
PC4	2078.452	1002.120	
100	2000.645	973.490	55.000
101	2000.000	1000.000	55.000
102	2078.452	1002.120	55.000
103	2079.487	963.797	55.000
104	2077.960	963.767	55.000
105	2000.645	973.490	61.370
106	2000.000	1000.000	61.370
107	2026.355	967.628	61.370
108	2025.863	985.809	61.370
109	2030.413	1000.822	61.370
110	2030.570	994.982	61.370
111	2017.138	994.619	61.370
112	2017.382	985.580	61.370
113	2017.138	994.619	61.496
114	2017.382	985.580	61.496
115	2025.955	982.408	61.743
116	2025.863	985.809	61.743
117	2030.413	1000.822	61.887
118	2030.570	994.982	61.887
119	2036.781	987.960	62.062
120	2036.923	982.704	62.062
121	2040.108	988.050	62.159
122	2040.250	982.794	62.159
123	2078.452	1002.120	62.918
124	2065.807	1001.779	62.918
125	2079.487	963.796	62.918
126	2077.960	963.768	62.918
127	2052.257	964.404	62.918
128	2066.301	983.498	62.918
129	2051.752	983.105	62.918
130	2060.748	977.375	62.918
131	2066.259	977.524	62.918
132	2066.098	983.492	62.918
133	2061.882	983.378	62.918
134	2061.968	980.205	62.918
135	2060.673	980.170	62.918
136	2071.765	963.690	62.918
137	2071.604	969.653	62.918
138	2073.788	969.712	62.918
139	2073.749	971.134	62.918
140	2079.285	971.284	62.918
141	2073.116	994.569	62.918
142	2078.652	994.718	62.918
143	2071.862	1001.942	62.918
144	2071.935	999.225	62.918
145	2072.989	999.253	62.918
146	2045.986	964.944	63.105
147	2046.540	970.152	63.105
148	2045.709	982.941	63.148
149	2045.836	978.252	63.148
150	2045.709	982.941	63.198
151	2045.836	978.252	63.198
152	2038.290	979.087	63.198
153	2033.467	982.611	63.198
154	2040.250	982.794	63.198
155	2040.108	988.050	63.198
156	2036.781	987.960	63.198
157	2036.923	982.704	63.198
158	2030.370	966.956	63.375
159	2045.986	964.944	63.375
160	2046.540	970.152	63.375
161	2038.451	971.013	63.375
162	2026.355	967.628	63.375
163	2033.467	982.611	63.375
164	2025.955	982.408	63.375
165	2040.886	965.496	63.375
166	2041.092	967.433	63.375
167	2046.193	966.890	63.375
168	2039.332	978.972	63.375
169	2038.290	979.087	63.375
170	2031.175	972.143	63.375
171	2026.212	972.914	63.375
172	2003.343	987.018	65.609
173	2000.645	973.490	65.609
174	2001.501	973.301	65.609
175	2001.480	974.174	65.609
176	2000.624	974.363	65.609
177	2001.180	985.244	65.609
178	2003.389	985.304	65.609
179	2007.507	987.130	65.609
180	2001.065	989.497	65.609
181	2000.802	999.260	65.609
182	2017.130	994.924	65.609
183	2018.450	994.960	65.609
184	2025.619	994.849	65.609
185	2025.863	985.809	65.609
186	2017.382	985.580	65.609
187	2017.138	994.619	65.609
188	2022.286	982.791	65.609
189	2022.265	983.552	65.609
190	2025.922	983.651	65.609
191	2017.420	981.135	65.609
192	2012.907	981.013	65.609
193	2012.866	982.536	65.609
194	2015.213	971.142	65.609
195	2011.121	985.513	65.609
196	2011.147	984.548	65.609
197	2012.556	984.586	65.609
198	2012.612	982.529	65.609
199	2014.869	985.512	65.609
200	2014.820	987.328	65.609
201	2007.472	988.451	65.609
202	2003.917	988.355	65.609
203	2003.884	989.573	65.609
204	2005.937	997.798	65.609
205	2005.894	999.397	65.609
206	2018.357	998.412	65.609
207	2017.044	998.098	65.609
208	2025.525	998.327	65.609
209	2023.790	998.559	65.609
210	2023.798	998.280	65.609
211	2003.343	987.018	65.788
212	2003.952	987.034	65.788
213	2003.917	988.355	65.788
214	2003.884	989.573	65.788
215	2000.360	985.222	65.788
216	2001.180	985.244	65.788
217	2003.389	985.304	65.788
218	2000.318	986.936	65.788
219	2001.065	989.497	65.788
220	2000.256	989.475	65.788
221	2015.213	971.142	65.820
222	2018.321	999.733	65.873
223	2018.365	998.134	65.873
224	2017.044	998.098	65.873
225	2017.001	999.698	65.873
226	2024.972	969.251	65.914
227	2026.140	975.578	65.914
228	2024.565	975.535	65.914
229	2024.408	981.324	65.914
230	2020.676	981.223	65.914
231	2020.635	982.746	65.914
232	2017.420	981.135	65.914
233	2015.344	981.079	65.914
234	2015.303	982.602	65.914
235	2015.213	971.142	65.914
236	2024.972	969.251	65.965
237	2030.369	966.956	66.050
238	2030.590	968.378	66.050
239	2022.286	982.791	66.120
240	2022.265	983.552	66.120
241	2030.570	994.982	66.142
242	2025.619	994.849	66.142
243	2000.019	999.239	66.188
244	2000.802	999.260	66.188
245	2000.000	1000.000	66.188
246	2005.937	997.798	66.188
247	2005.894	999.397	66.188
248	2013.261	997.996	66.188
249	2013.197	1000.357	66.188
250	2013.218	999.595	66.188
251	2046.193	966.890	66.270
252	2045.986	964.944	66.270
253	2040.886	965.496	66.270
254	2041.092	967.433	66.270
255	2025.990	981.112	66.346
256	2025.922	983.651	66.346
257	2024.068	983.601	66.346
258	2024.415	981.070	66.346
259	2024.408	981.324	66.346
260	2024.129	981.317	66.346
261	2018.321	999.733	66.412
262	2018.357	998.412	66.412
263	2031.175	972.143	66.523
264	2026.212	972.914	66.523
265	2030.590	968.378	66.523
266	2024.972	969.251	66.523
267	2026.140	975.578	66.523
268	2045.836	978.252	66.523
269	2045.709	982.941	66.523
270	2040.250	982.794	66.523
271	2040.108	988.050	66.523
272	2036.781	987.960	66.523
273	2036.923	982.704	66.523
274	2033.467	982.611	66.523
275	2038.290	979.087	66.523
276	2023.790	998.559	66.650
277	2023.798	998.280	66.650
278	2071.765	963.690	66.700
279	2071.604	969.653	66.700
280	2073.788	969.712	66.700
281	2073.749	971.134	66.700
282	2079.285	971.284	66.700
283	2079.487	963.796	66.700
284	2077.960	963.768	66.700
285	2025.461	1000.688	66.726
286	2030.412	1000.822	66.726
287	2025.525	998.327	66.726
288	2026.140	975.578	66.828
289	2026.095	977.253	66.828
290	2024.519	977.210	66.828
291	2024.565	975.535	66.828
292	2060.748	977.375	66.956
293	2060.673	980.170	66.956
294	2061.968	980.205	66.956
295	2061.882	983.378	66.956
296	2066.098	983.492	66.956
297	2066.259	977.524	66.956
298	2061.751	988.215	66.956
299	2075.082	977.763	66.956
300	2075.127	976.100	66.956
301	2079.152	976.209	66.956
302	2078.951	983.636	66.956
303	2073.949	983.501	66.956
304	2073.944	983.704	66.956
305	2067.799	983.538	66.956
306	2067.305	1001.819	66.956
307	2043.234	1001.169	66.956
308	2043.544	989.680	66.956
309	2042.796	989.660	66.956
310	2042.849	987.704	66.956
311	2073.116	994.569	67.084
312	2078.652	994.718	67.084
313	2078.452	1002.120	67.084
314	2071.862	1001.942	67.084
315	2071.935	999.225	67.084
316	2072.989	999.253	67.084
317	2000.360	985.222	70.361
318	2000.318	986.936	70.361
319	2011.121	985.513	70.361
320	2011.147	984.548	70.361
321	2012.556	984.586	70.361
322	2012.612	982.529	70.361
323	2022.286	982.791	70.361
324	2022.265	983.552	70.361
325	2025.922	983.651	70.361
326	2025.863	985.809	70.361
327	2014.869	985.512	70.361
328	2014.820	987.328	70.361
329	2000.645	973.490	70.361
330	2000.000	1000.000	70.361
331	2025.419	980.832	70.361
332	2025.397	981.662	70.361
333	2027.054	981.706	70.361
334	2027.086	980.525	70.361
335	2028.244	967.304	70.361
336	2030.420	979.098	70.361
337	2033.273	978.634	70.361
338	2033.119	984.329	70.361
339	2034.376	984.363	70.361
340	2033.929	1000.917	70.361
341	2042.849	987.704	70.818
342	2042.796	989.660	70.818
343	2043.544	989.680	70.818
344	2043.234	1001.169	70.818
345	2061.751	988.215	70.818
346	2061.968	980.205	70.818
347	2060.673	980.170	70.818
348	2060.748	977.375	70.818
349	2075.082	977.763	70.818
350	2075.127	976.100	70.818
351	2079.152	976.209	70.818
352	2078.951	983.636	70.818
353	2073.949	983.501	70.818
354	2073.944	983.704	70.818
355	2067.799	983.538	70.818
356	2067.305	1001.819	70.818
357	2028.244	967.304	70.818
358	2030.420	979.098	70.818
359	2033.273	978.634	70.818
360	2033.119	984.329	70.818
361	2034.376	984.363	70.818
362	2034.239	989.429	70.818
363	2078.452	1002.120	70.818
364	2079.487	963.796	70.818
365	2077.960	963.767	70.818
366	2034.239	989.429	71.986
367	2043.544	989.680	71.986
368	2043.234	1001.169	71.986
369	2033.929	1000.917	71.986
370	2078.452	1002.120	88.000
371	2079.487	963.797	88.000
372	2077.960	963.767	88.000
373	2000.645	973.490	88.000
374	2000.000	1000.000	88.000
375	2027.086	980.525	88.000
376	2025.419	980.832	88.000
377	2025.397	981.662	88.000
378	2027.054	981.706	88.000
400	2039.066	985.212	
401	2071.572	1225.239	

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GU GORDON YU, BCLS #808
DATE: MAY 15, 2024

EXHIBIT B
STRATA PLAN

STRATA PLAN OF AIR SPACE PARCEL A
BLOCK 2 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT ASPL EPP133834

SHEET 1 OF 11 SHEETS

STRATA PLAN EPS9999

BCGS 92G.025

0 10 20 30

ALL DIMENSIONS ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V–1284 AND V–3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

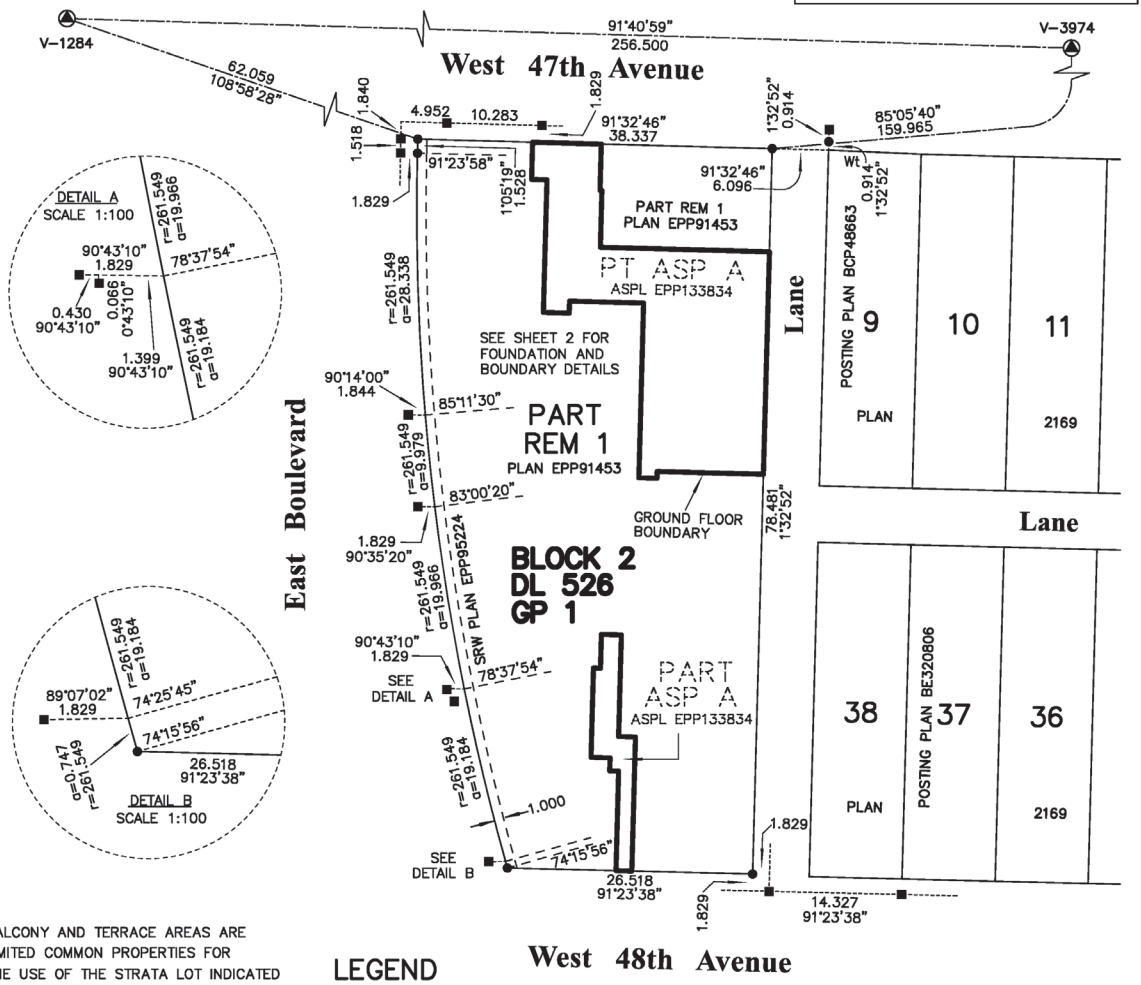
THIS PLAN SHOWS HORIZONTAL GROUND–LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND–LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995941 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)

CIVIC ADDRESS:
2096 WEST 47th AVENUE
VANCOUVER, BC

V–1284
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 488650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

V–3974
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 488907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m



BALCONY AND TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1 OR B1, T–1)

BALCONY AND TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

LEGEND

▲	INDICATES CONTROL MONUMENT FOUND
●	INDICATES STANDARD IRON POST FOUND
■	INDICATES LEAD PLUG FOUND
©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
T	INDICATES TARRACE
PT	INDICATES PART
SL	INDICATES STRATA LOT
ASP	INDICATES AIR SPACE PARCEL
ASPL	INDICATES AIR SPACE PLAN
E	INDICATES ELECTRICAL CLOSET (COMMON PROPERTY)
V	INDICATES VOID/VENT (COMMON PROPERTY)
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT – CITY OF VANCOUVER

THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 16th DAY OF MAY, 2024
GU GORDON YU, BCLS #808

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
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V3R 4E7
(ph) 583–1616

File: 215615_PG1.DWG

FOUNDATION AND BOUNDARY DETAILS

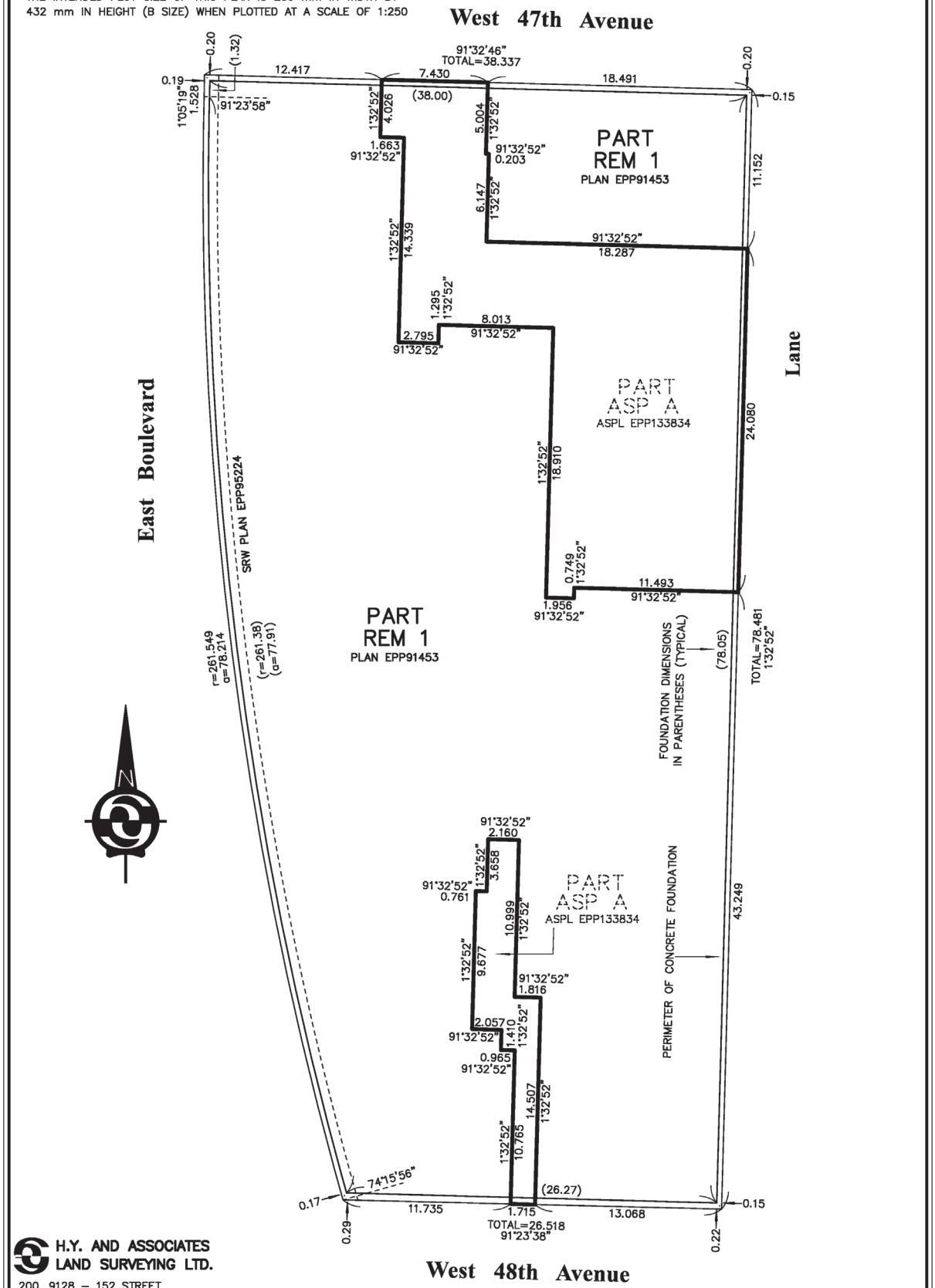
SHEET 2 OF 11 SHEETS

STRATA PLAN EPS9999

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



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File: 215615_PG2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

UNDERGROUND PARKING (P2)

SHEET 3 OF 11 SHEETS

STRATA PLAN EPS9999

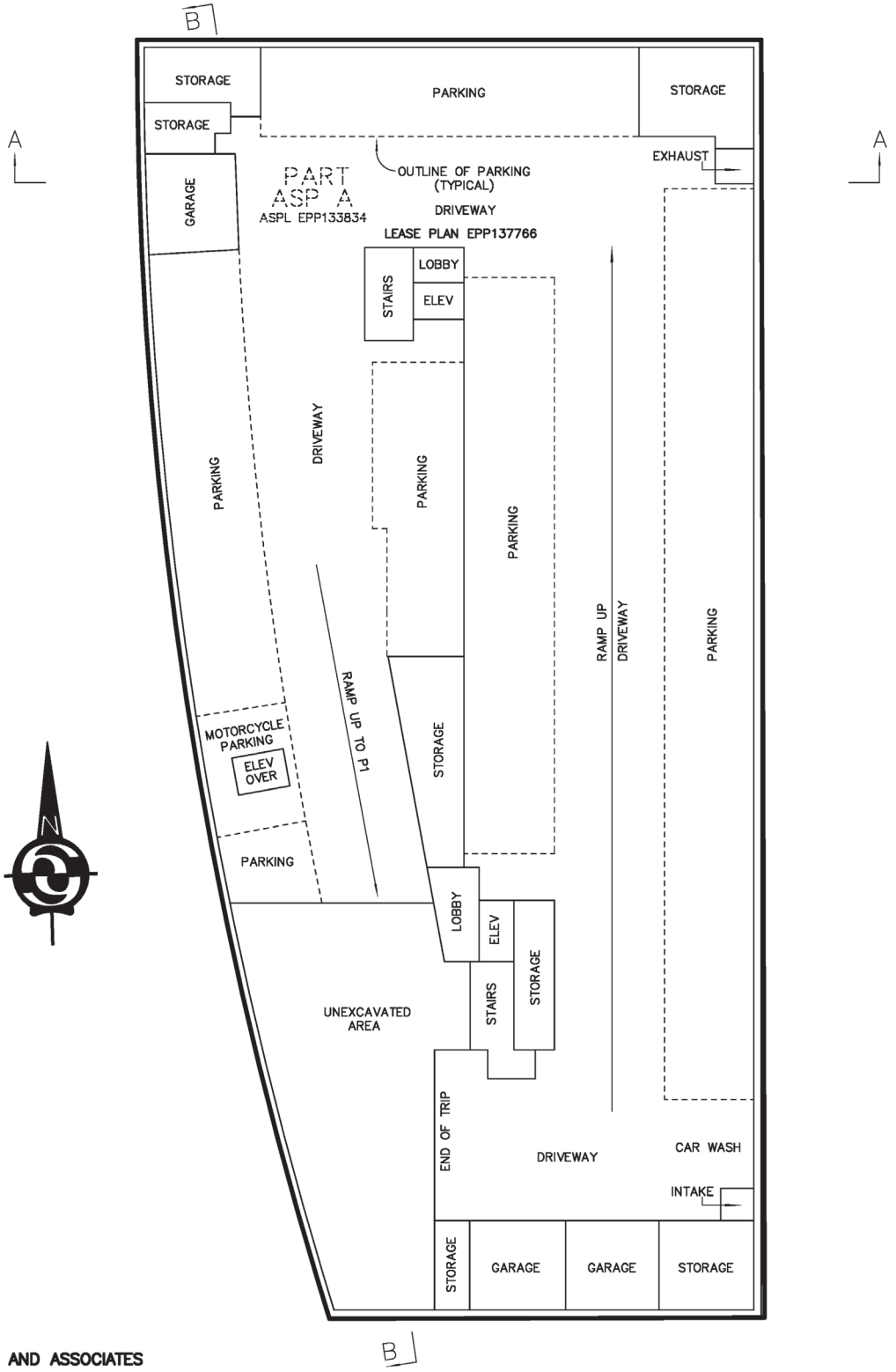
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.



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V3R 4E7
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File: 215615_P2.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

UNDERGROUND PARKING (P1)

SHEET 4 OF 11 SHEETS

STRATA PLAN EPS9999

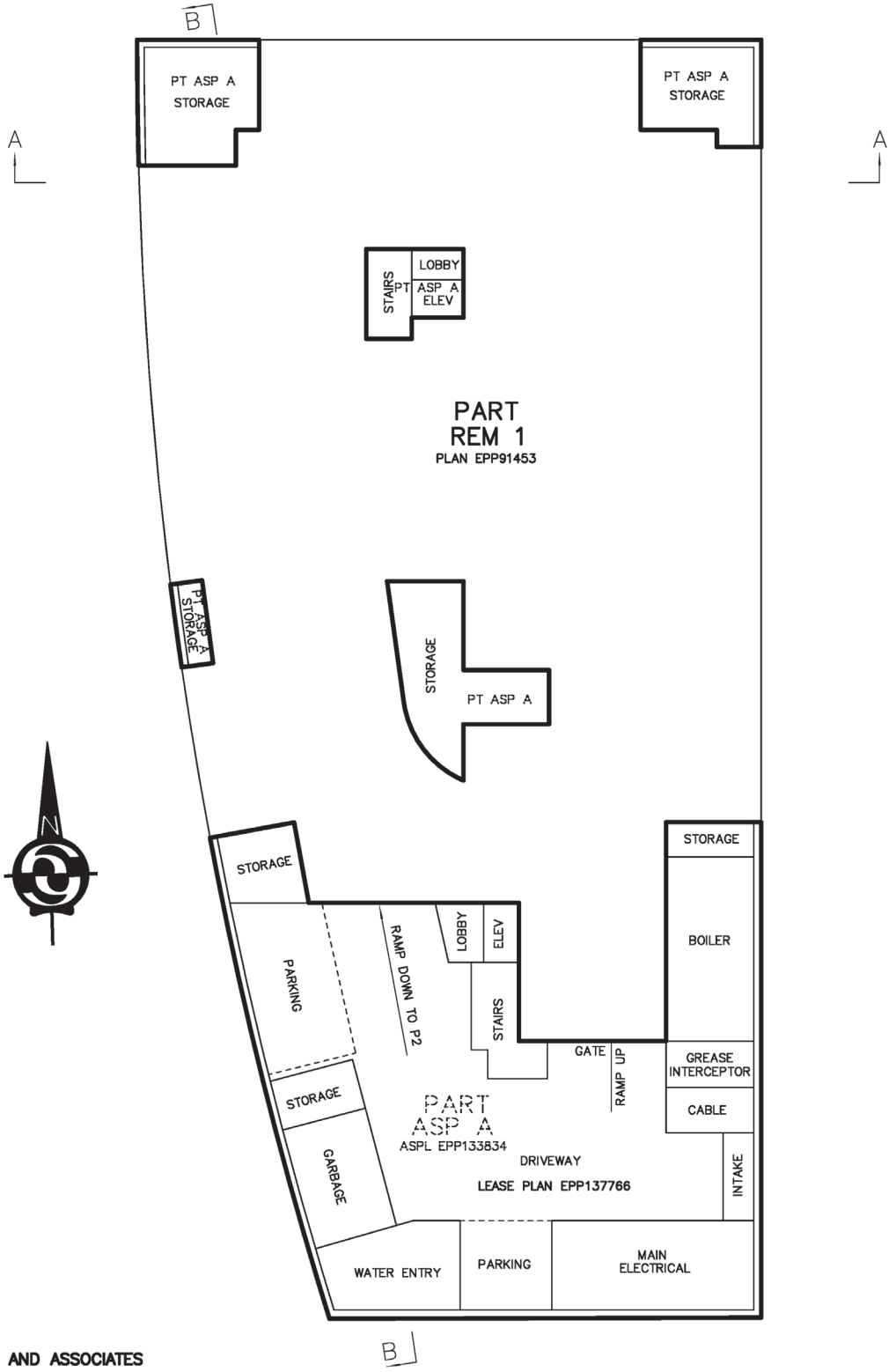
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.



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LAND SURVEYING LTD.
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File: 215615_P1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

GROUND FLOOR

SHEET 5 OF 11 SHEETS

STRATA PLAN EPS9999

0 5 10 15

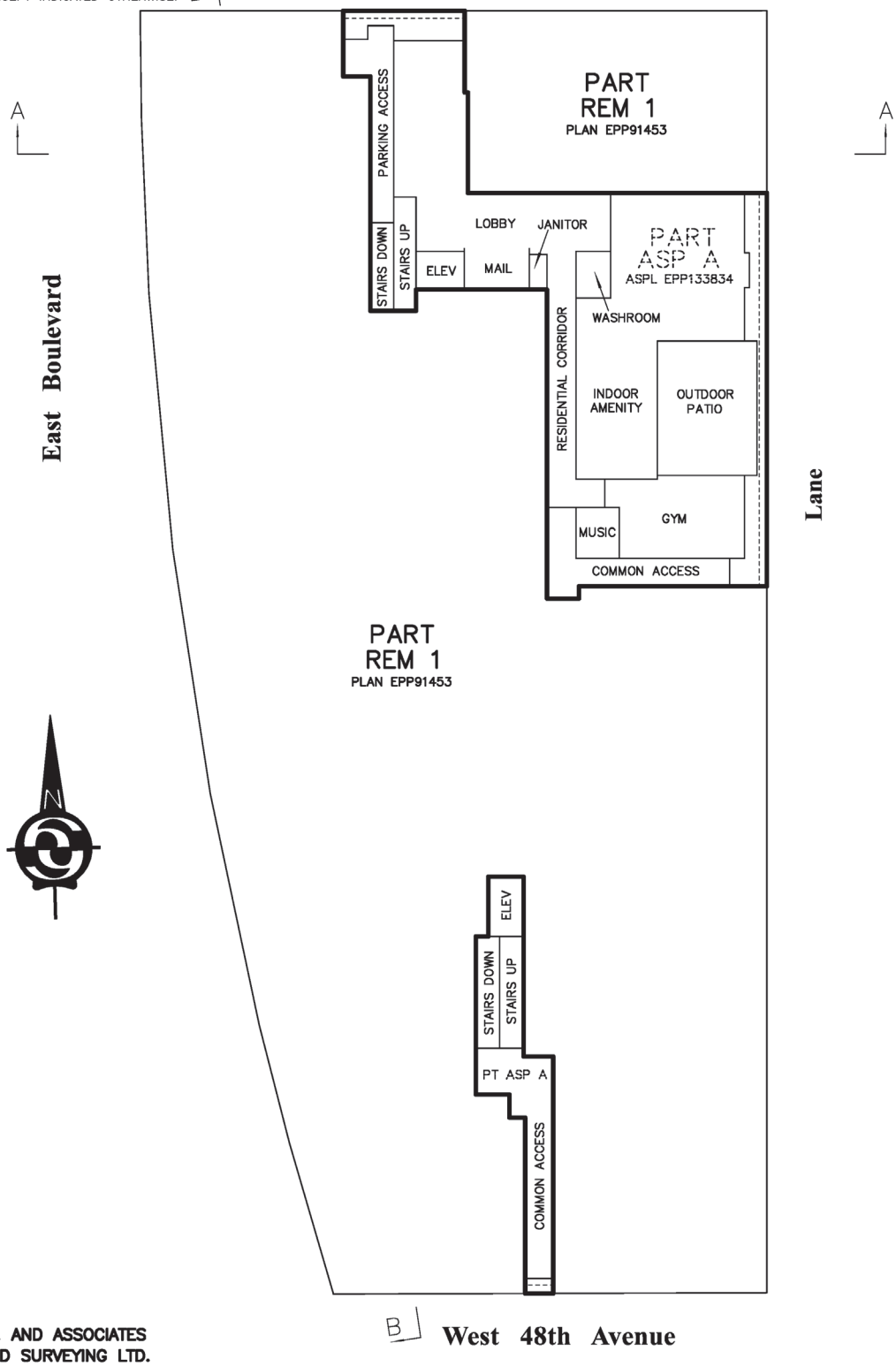
ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.



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File: 215615_1.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

2nd FLOOR

SHEET 6 OF 11 SHEETS

STRATA PLAN EPS9999

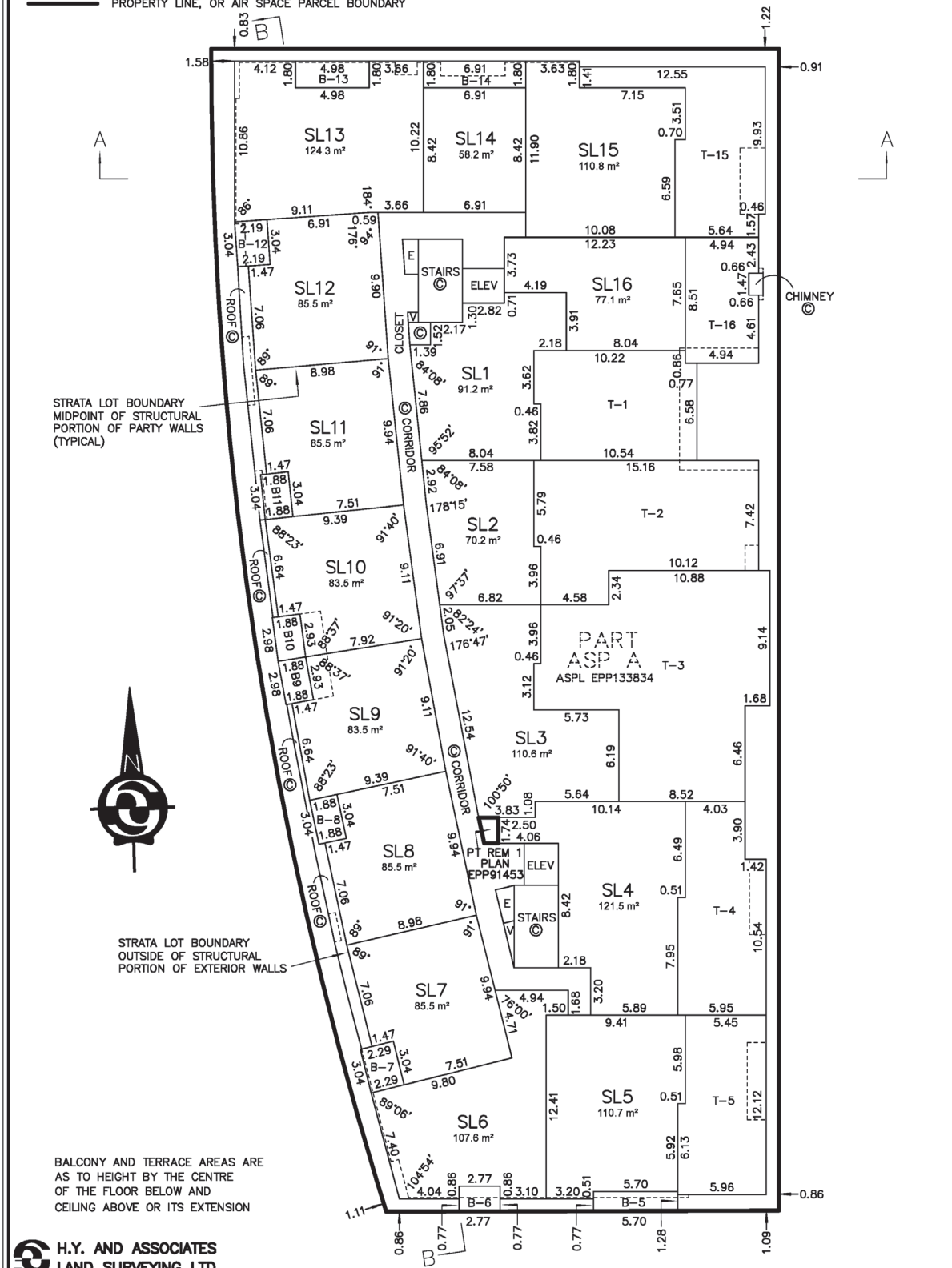
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



BALCONY AND TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_2.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

3rd FLOOR

SHEET 7 OF 11 SHEETS

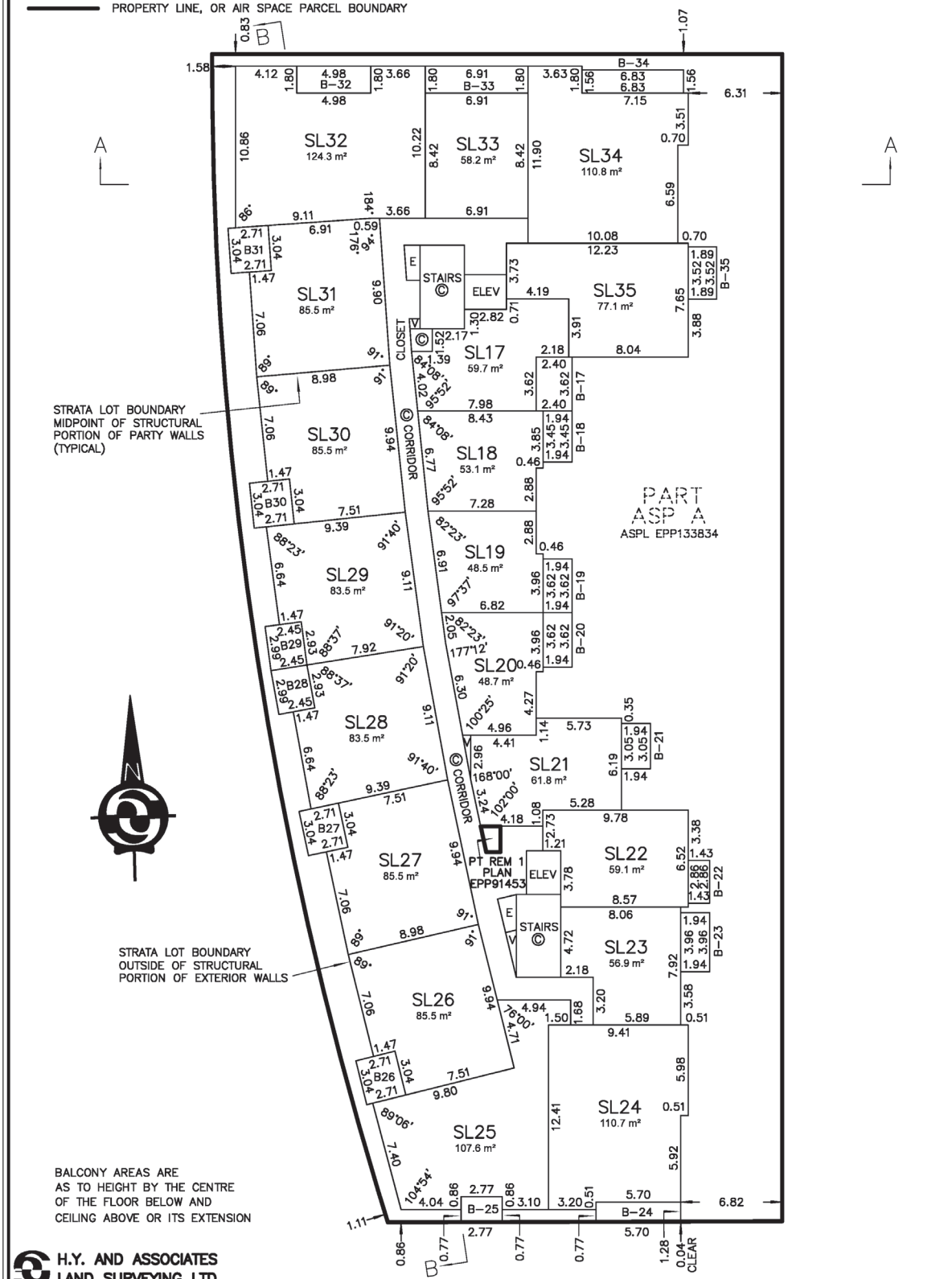
STRATA PLAN EPS9999

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



BALCONY AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_3.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

4th FLOOR

SHEET 8 OF 11 SHEETS

STRATA PLAN EPS9999

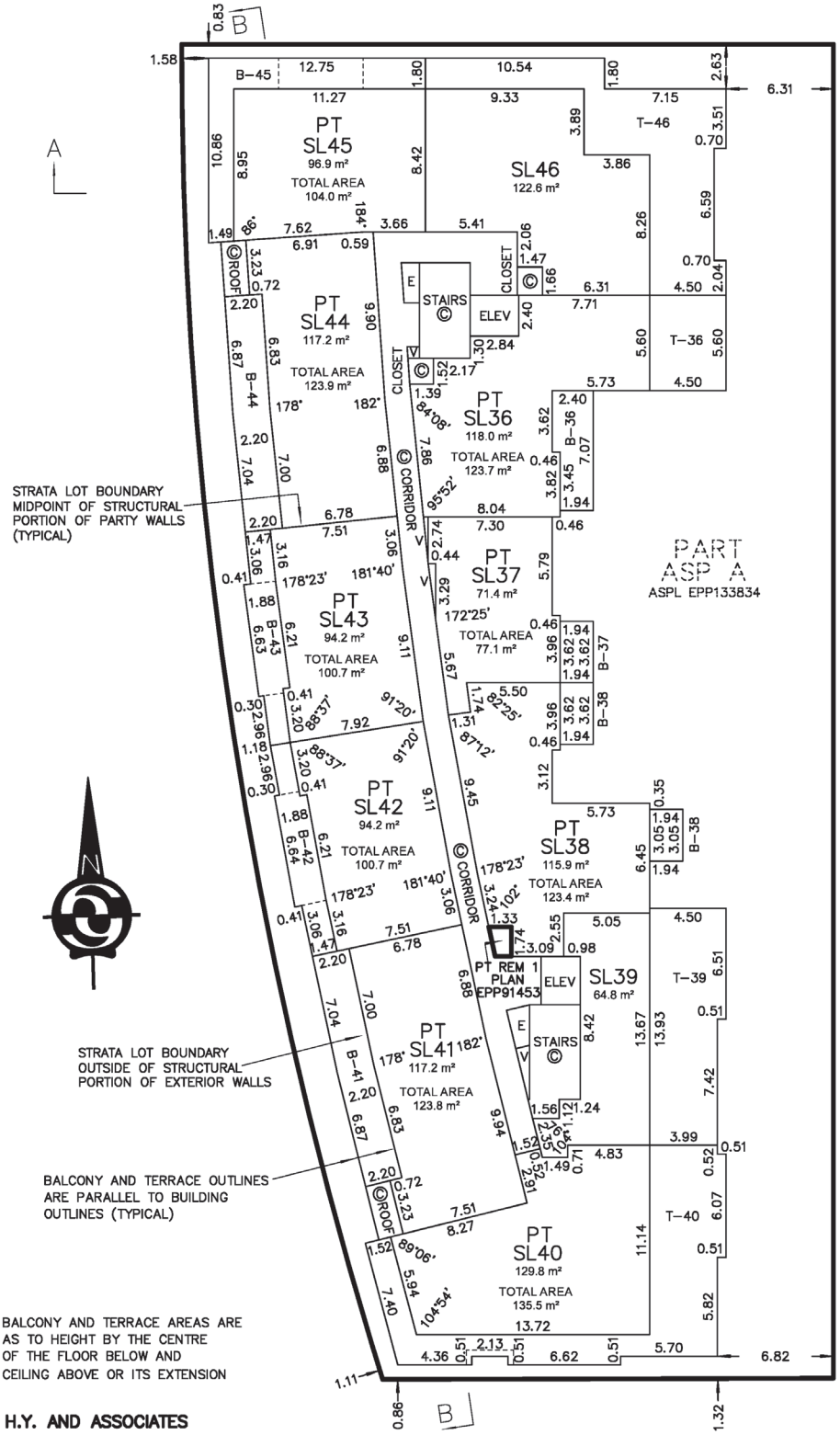
0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



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File: 215615_4.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

ROOF (NORTH PART)

SHEET 9 OF 11 SHEETS

STRATA PLAN EPS9999

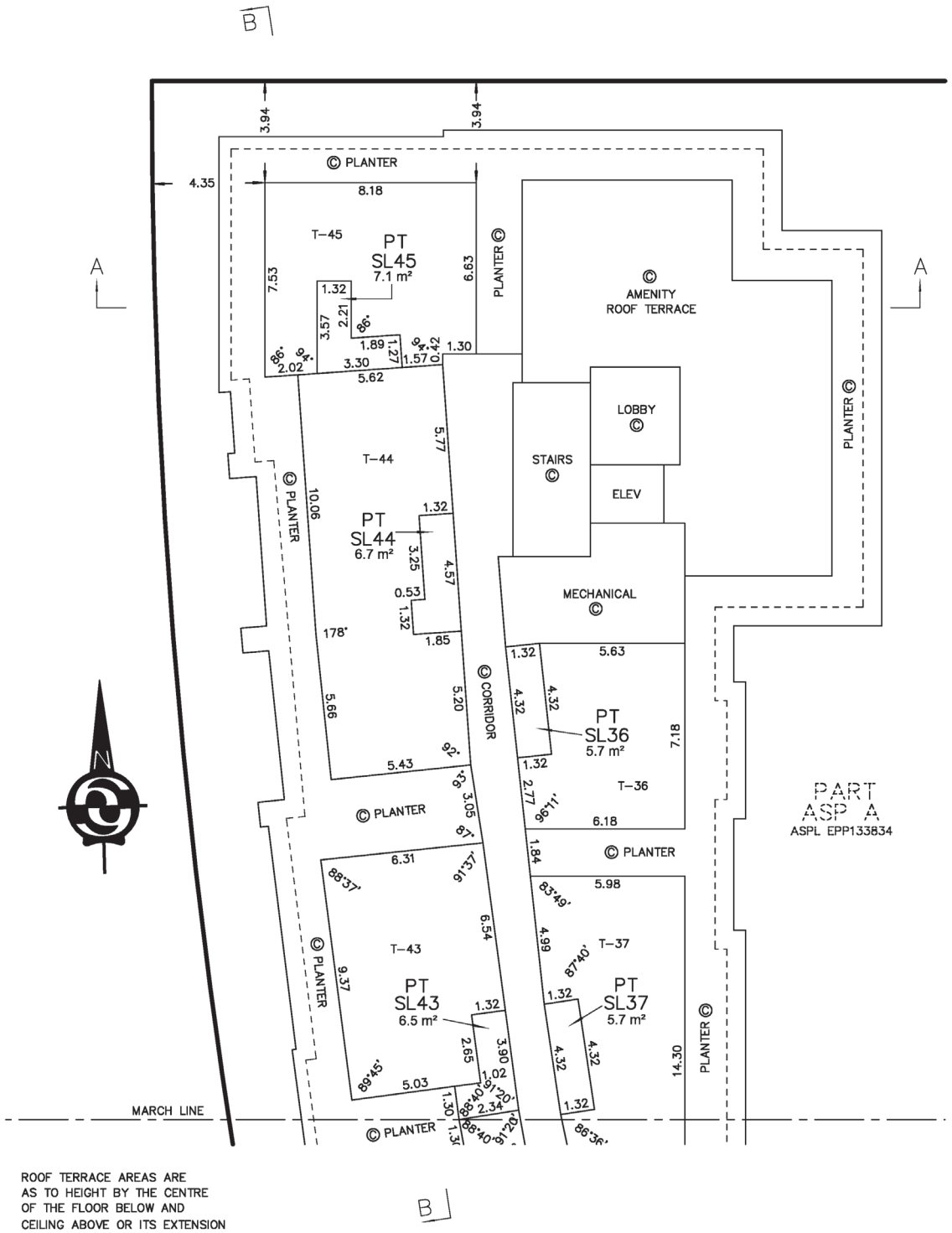
0 2 4 6 8 10

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



ROOF TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

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File: 215615_ROOF RES1.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

ROOF (SOUTH PART)

SHEET 10 OF 11 SHEETS

STRATA PLAN EPS9999

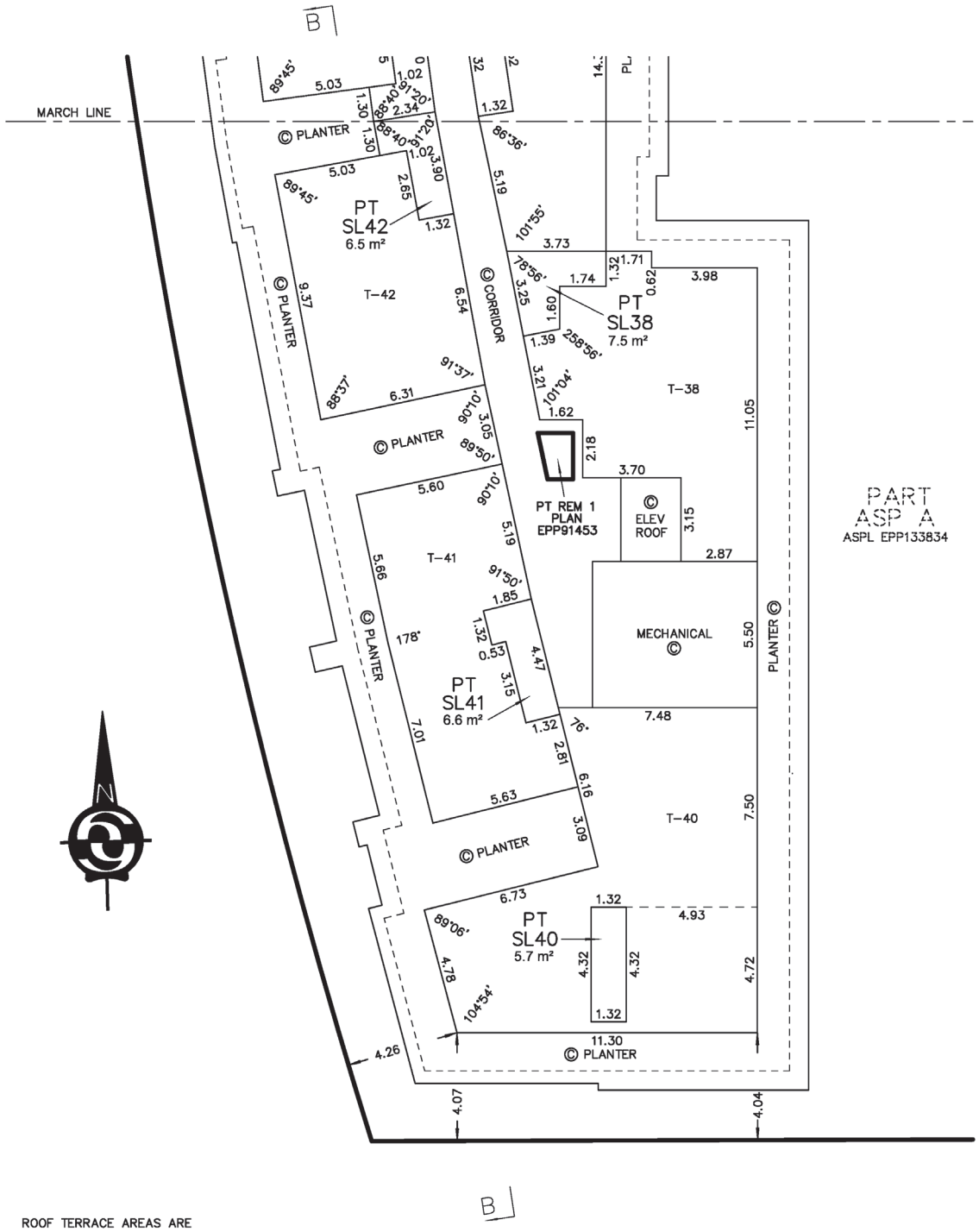
0 2 4 6 8 10

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:150

---------- PERIMETER OF FLOOR BELOW

PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY



ROOF TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

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File: 215615_ROOF RES2.DWG

STRATA LOT MEASUREMENTS ARE 90°, OR 45° UNLESS NOTED OTHERWISE.
STRATA LOT BOUNDARIES DEFINED AS:
–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
(RAIN SCREEN, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

CROSS SECTIONS

SHEET 11 OF 11 SHEETS

STRATA PLAN EPS9999

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 280 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

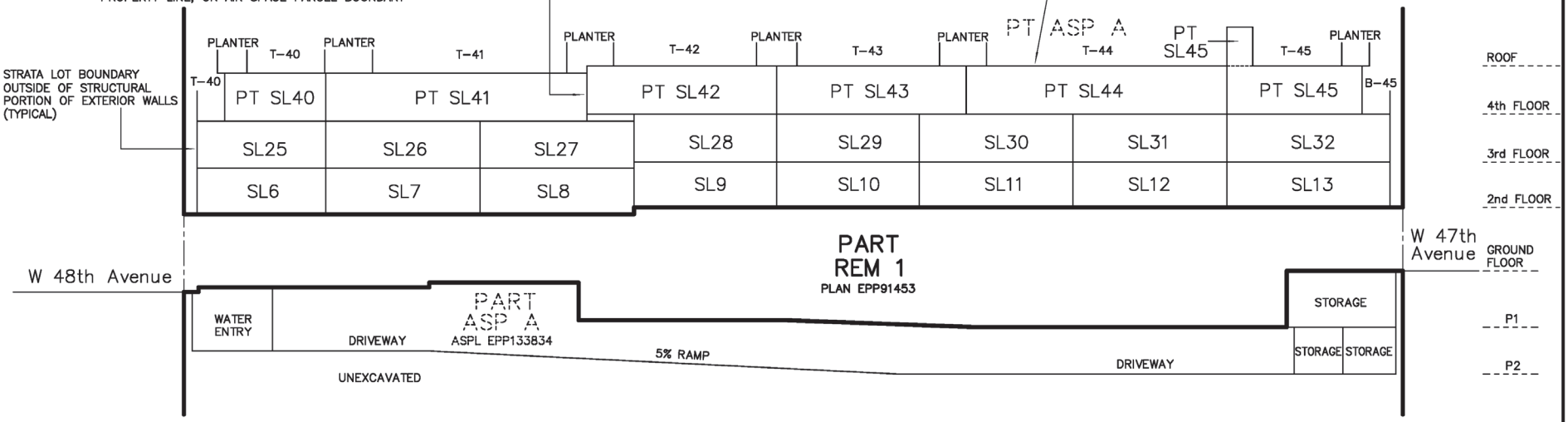
PROPERTY LINE, OR AIR SPACE PARCEL BOUNDARY

STRATA LOT BOUNDARY OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (TYPICAL)

STRATA LOT BOUNDARY MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS (TYPICAL)

STRATA LOT BOUNDARY MIDDLE POINT OF STRUCTURAL PORTION OF FLOOR/CEILING (TYPICAL)

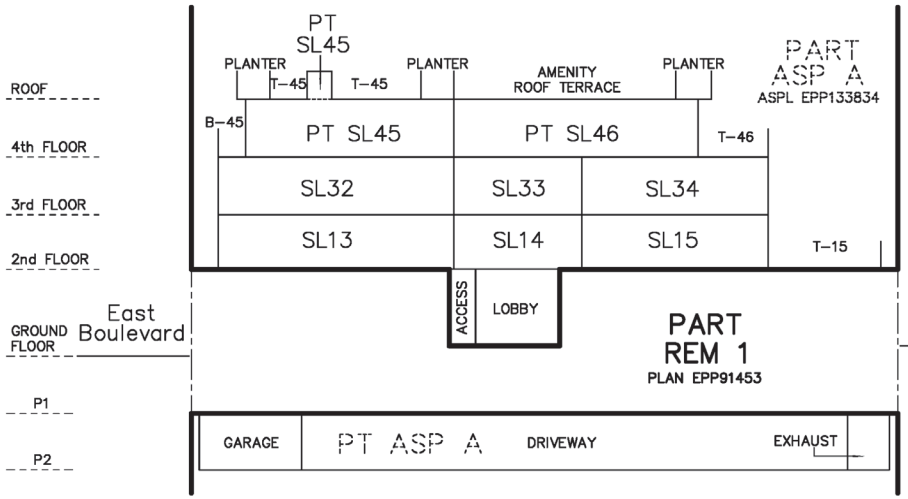
CROSS SECTION B–B



STRATA LOT BOUNDARIES DEFINED AS:
- –MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
- –OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
- –MIDPOINT OF STRUCTURAL PORTION OF FLOOR/CEILING

BALCONY, TERRACE, AND ROOF TERRACE AREAS ARE AS TO HEIGHT BY THE CENTRE OF THE FLOOR BELOW AND CEILING ABOVE OR ITS EXTENSION

CROSS SECTION A–A



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V3R 4E7
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File: 215615_SEC.DWG

GU GORDON YU, BCLS #808
DATE: MAY 16, 2024

EXHIBIT C
EXCERPT FROM ZONING BYLAW

C-2 District Schedule

1 Intent

The intent of this Schedule is to provide for a wide range of commercial uses serving both local and city wide needs, as well as residential uses, along arterial streets. This Schedule emphasizes building design that furthers compatibility among uses, ensures livability, limits impact on adjacent residential sites, and contributes to pedestrian interest and amenity.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in this District and shall be issued a permit.

2.2 Uses

2.2.A

- Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, provided that:
  - (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
  - (b) all accessory buildings are located in the rear yard and in no case are less than 3.1 m from the ultimate centre line of any rear or flanking lane;
  - (c) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 15 percent of the total area of the site;
  - (d) not applicable; [Maximum width]
  - (e) not applicable; [Proximity to residential dwelling]
  - (f) no accessory building obstructs the horizontal daylight access prescribed in this Schedule for residential use.
- Accessory Uses customarily ancillary to any of the uses listed in this section, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 percent of the gross floor area of the principal use.

2.2.C [Cultural and Recreational]

- Arts and Culture Indoor Event.
- Bowling Alley.
- Fitness Centre.
- Library.
- Museum or Archives.
- Rink.
- Swimming Pool.

2.2.O [Office]

- Financial Institution.
- General Office.
- Health Care Office.

2.2.R [Retail]

- Grocery or Drug Store except for Small-scale Pharmacy.
- Retail Store.

2.2.S [Service]

- Auction Hall.
- Barber Shop or Beauty Salon.
- Beauty and Wellness Centre.
- Catering Establishment.
- Laundromat or Dry Cleaning Establishment.
- Photofinishing or Photography Studio.
- Print Shop.
- Repair Shop - Class B.
- Restaurant - Class 1.
- School - Business.

2.3 Conditions of Use

2.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

(a) parking and loading facilities;
(b) restaurant;
(c) display of flowers, plants, fruits and vegetables.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
(b) the submission of any advisory group, property owner or tenant.

3.2 Uses

3.2.A
- Accessory Uses to any of the uses listed in this Schedule, subject to the same provisions as section 2.2.A of this Schedule.

3.2.AG [Agricultural]

- Urban Farm - Class B.

3.2.C [Cultural and Recreational]

- Arcade.
- Artist Studio.
- Billiard Hall.
- Club.
- Community Centre or Neighbourhood House.
- Hall.
- Park or Playground.
- Theatre.
- Zoo or Botanical Garden.

3.2.D
- Deposition or extraction of material so as to alter the configuration of the land.

3.2.DW [Dwelling]

- Dwelling units in conjunction with any of the uses listed in this schedule except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion.
- Multiple Dwelling, provided that the Director of Planning is of the opinion that the site is suitable for residential use.
- Multiple Conversion Dwelling, resulting from the conversion of a building which was in existence prior to June 18, 1956, provided that:

  (a) before making a decision the Director of Planning shall consider the quality and livability of the resulting units, the suitability of the building for conversion in terms of age and size, and the effect of the conversion on adjacent properties and the character of the area; and
  (b) building additions shall not be permitted.

- Principal Dwelling Unit combined with a Lock-off Unit in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes unless the purpose is for entrances to the residential portion.
- Principal Dwelling Unit combined with a Lock-off Unit in a Multiple Dwelling if the Director of Planning is of the opinion that the site is suitable for residential use.
- Residential Unit associated with and forming an integral part of an artist studio.
- Seniors Supportive or Assisted Housing.

3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Detoxification Centre.
- Hospital.
- Public Authority Use.
- School - Elementary or Secondary.
- School - University or College.
- Social Service Centre.
- Community Care Facility – Class B.
- Group Residence.

3.2.M [Manufacturing]

- Jewellery Manufacturing.
- Printing and Publishing.

3.2.O [Office]

- Health Enhancement Centre.

3.2.P [Parking]

- Parking Uses.

3.2.R [Retail]

- Adult Retail Store.

- Cannabis Store.
- Farmers' Market. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity*.
- Furniture or Appliance Store.
- Gasoline Station - Full Serve.
- Gasoline Station - Split Island.
- Grocery Store with Liquor Store.
- Liquor Store.
- Pawnshop.
- Public Bike Share.
- Secondhand Store.
- Small-scale Pharmacy.
- Vehicle Dealer.

3.2.S [Service]

- Animal Clinic.
- Bed and Breakfast Accommodation.
- Cabaret.
- Drive-through Service.
- Funeral Home.
- Hotel.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Neighbourhood Public House.
- Photofinishing or Photography Laboratory.
- Repair Shop - Class A.
- Restaurant - Class 2.
- Restaurant - Drive-in.
- School - Arts or Self-Improvement.
- School - Vocational or Trade.
- Short Term Rental Accommodation.
- Sign Painting Shop.
- Wedding Chapel.

3.2.T [Transportation and Storage]

- Taxicab or Limousine Station.

3.2.U [Utility and Communication]

- Public Utility.
- Radiocommunication Station.
- Recycling Depot.

3.2.W [Wholesale]

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B.

3.2.Z

- Any other use which is not specifically listed and defined as a use in section 2 of this By-law but which Director of Planning considers comparable in nature to the uses listed in this Schedule, having regard to the intent of this Schedule.

3.3 Conditions of Use

3.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:
(a) parking and loading facilities;
(b) full serve and split island gasoline station, except that section 11.13.2 of this By-law continues to apply;
(c) vehicle dealer;
(d) drive-in restaurant;
(e) drive-through service;
(f) lumber store;
(g) taxicab or limousine station;
(h) neighbourhood public house;
(i) farmers' market;
(j) public bike share; and
(k) Urban Farm - Class B.

4 Regulations

All uses approved under sections 2 and 3 of this Schedule shall be subject to the following regulations.

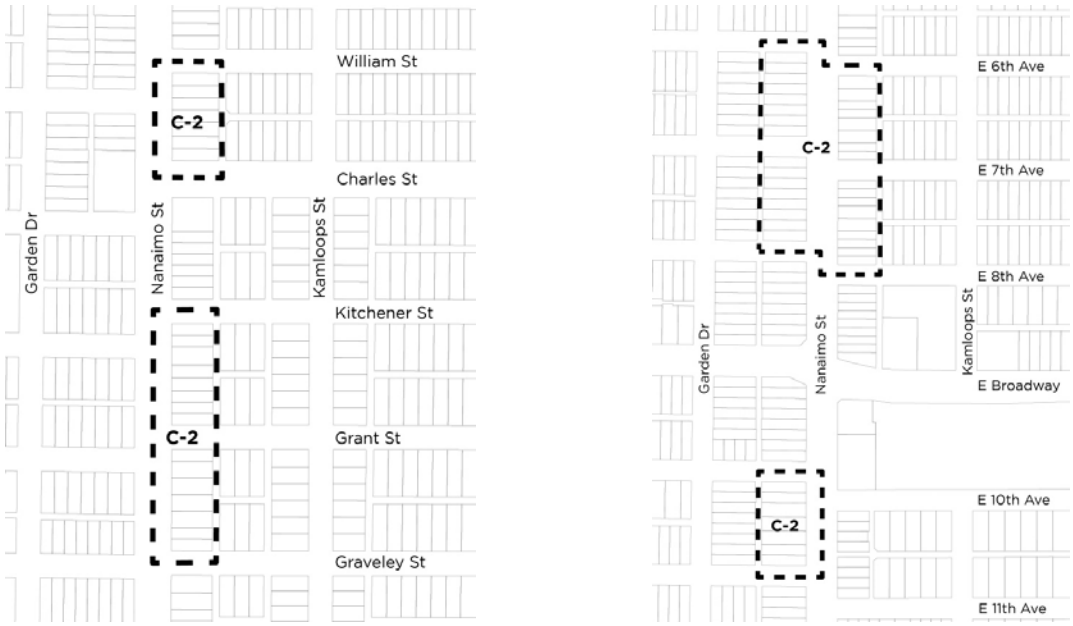
4.1 Site Area -- Not Applicable.

4.2 Frontage

4.2.1 For buildings located in the area shown on the map in Figure 1, the maximum frontage for any commercial use is 15.3 m.

4.2.2 The Director of Planning may increase the maximum frontage regulation in section 4.2.1 provided consideration is first given to the intent of this Schedule and all applicable policies and guidelines adopted by Council.

Figure 1. Nanaimo Street C-2 Areas with Maximum Commercial Frontages and Land Dedications



4.3 Height

4.3.1 The maximum height of a building shall be as follows, and as illustrated in Figure 2:

(a) for 6.1 m measured from the ultimate rear property line, the height of a building, measured from base surface, shall not exceed 4.6 m;
(b) for the next 4.6 m, the height of a building, measured from base surface, shall not exceed 10.7 m; and
(c) for the balance of the site, the height of a building, measured from a plane formed by lines extending horizontally back from the officially established building grades at front property line, shall not exceed 13.8 m.

4.3.2 Despite section 4.3.1, the Director of Planning or Development Permit Board, as the case may be, may permit an increase in the maximum height provided the Director of Planning or Development Permit Board first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group, property owner, or tenant.

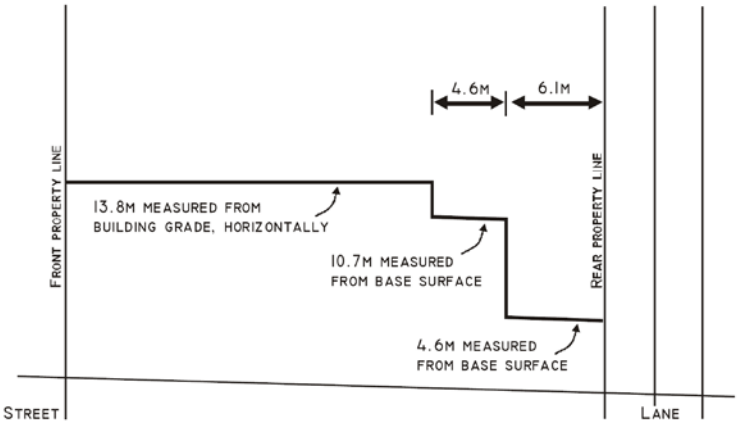


Figure 2. Height

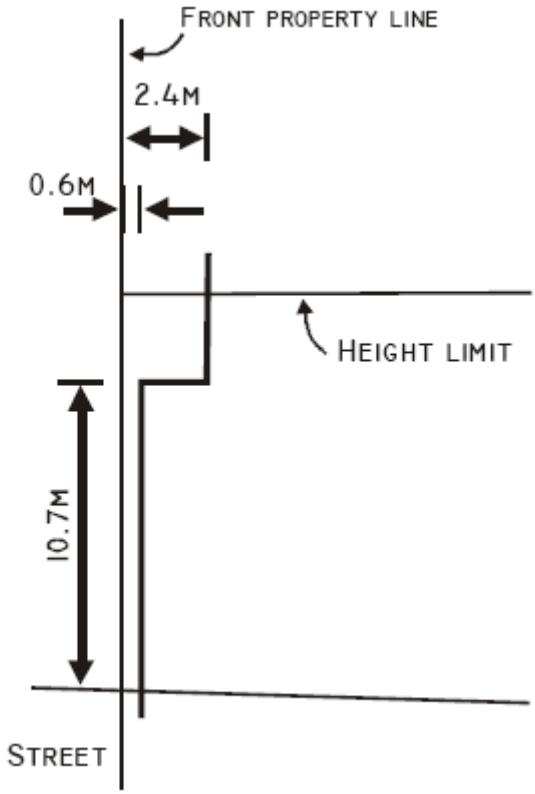
4.4 Front Yard and Setback

4.4.1 The front yard and front setback shall be as follows, and as illustrated in Figure 3:

(a) for portions of a building not containing dwelling uses or community care facilities or group residences, other than just entrances, within 2.0 m above the officially established building grades at the front property line:
  (i) subject to clause (ii), the depth of the yard shall be 0.6 m, and
  (ii) above a height of 10.7 m, measured from a plane formed by lines extending horizontally back from the front property line at grade, the minimum depth of the front setback shall be 2.4 m except that open roof gardens may intrude into the setback;
(b) for portions of a building containing dwelling uses or community care facilities or group residences, other than just entrances, within 2.0 m above street grade, the minimum depth of the front yard shall be .6 m and the minimum average depth shall be 3.7 m;
(c) despite subsection (a), if the side of the site adjoins, without the intervention of a lane, the front yard of a site located in an R District, the minimum depth of the front yard shall be 3.7 m for a minimum distance of 3.7 m measured from the adjoining site; and
(d) despite subsection (a), the minimum front setback, measured from the front property line, of any parking area shall be 1.2 m.

4.4.2 Despite section 4.4.1, the Director of Planning may permit a reduced or increased front yard or front setback for portions of the building, provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.

Figure 3. Front Yard and Setback



4.5 Side Yards and Setback

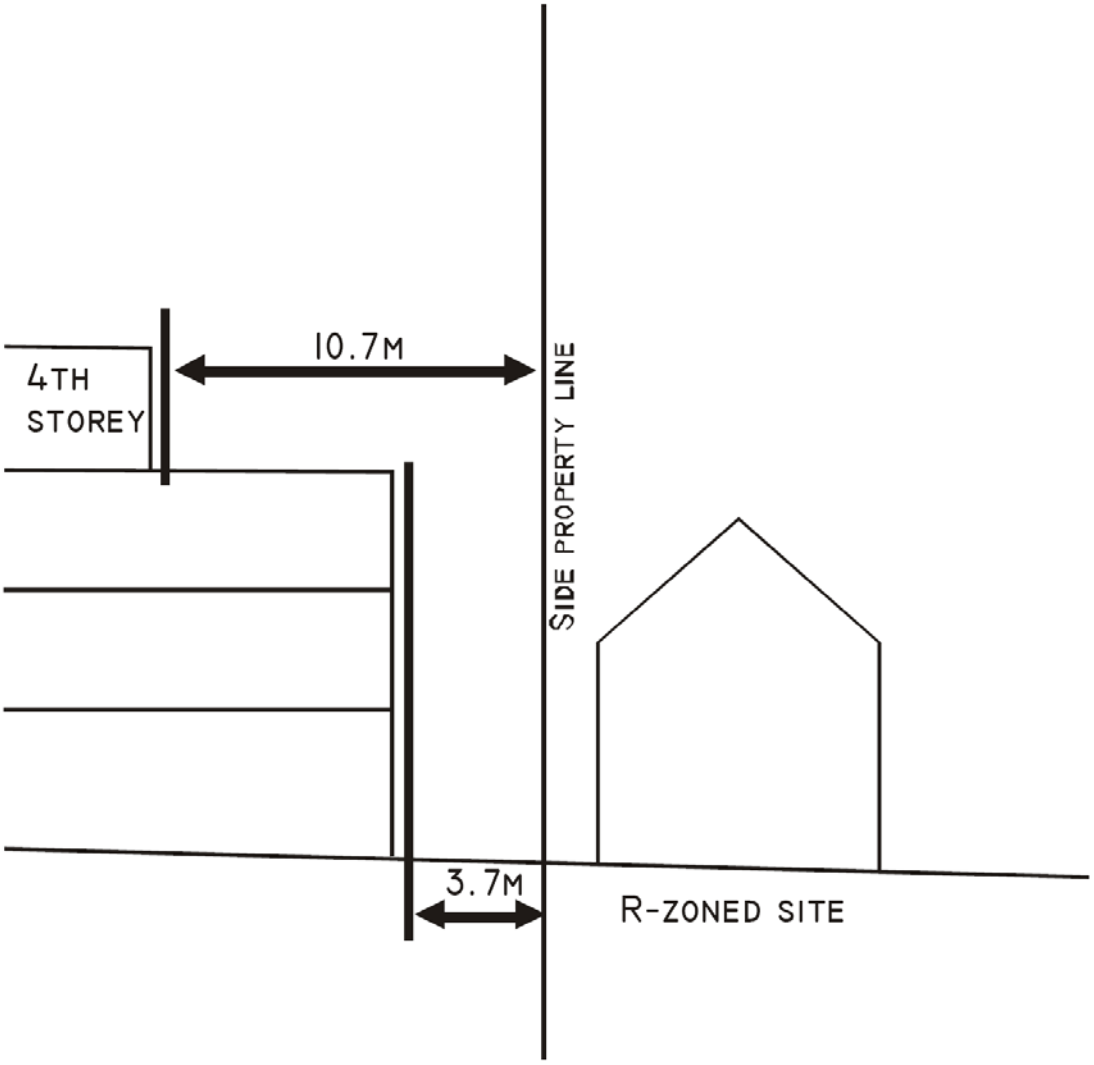
4.5.1 The side yards and side setback shall be as follows, and as illustrated in Figure 4:

(a) except as otherwise required by this section 4.5.1, no side yard is necessary but if there is a side yard the minimum width shall be .9 m;

(b) if the side of the site adjoins, without the intervention of a lane, the side yard of a site located in an R district, the minimum width of a side yard:
   (i) for portions of a building below the fourth storey, shall be 3.7 m, and
   (ii) for portions of a building at or above the fourth storey, shall be 10.7 m;
   except that the Director of Planning may permit a reduced side yard or side setback provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council; and

(c) on a corner site, the exterior side yard and side setback requirements shall be the same as the front yard and front setback requirements in section 4.4.1 and 4.4.2.

Figure 4. Side Yard and Setback Adjacent



4.6 Rear Yard and Setback

4.6.1 The rear yard and rear setback, measured from the ultimate rear property line, shall be as follows, and as illustrated in Figures 5:

(a) for portions of a building not containing dwelling uses, the minimum depth of the rear yard shall be 0.6 m;

(b) for portions of a building containing dwelling uses, the minimum depth of the rear setback shall be 6.1 m, except that open roof gardens may intrude into the setback;

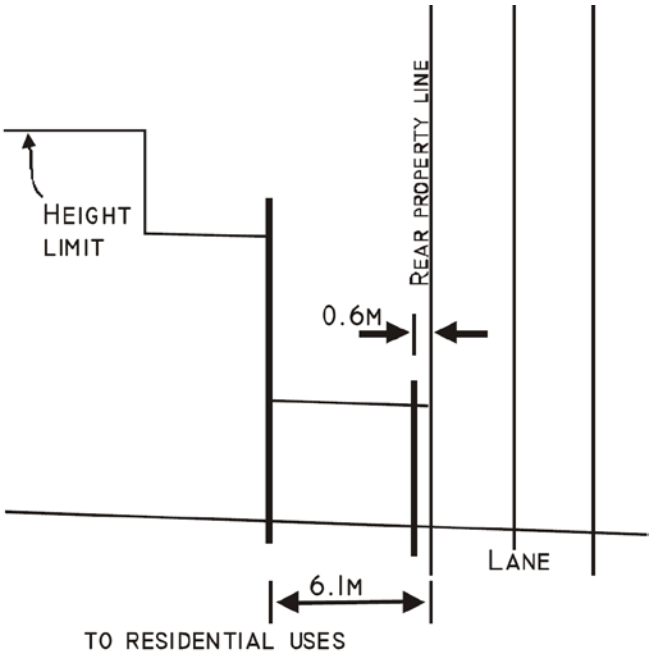
(c) despite subsections (a) and (b), if the rear of the site adjoins, without the intervention of a lane, the side yard of a site located in an R District:

(i) for portions of a building not containing dwelling uses, the minimum depth of the rear yard shall be 3.1 m, and

(ii) for portions of a building containing dwelling uses, the minimum depth of the rear setback behind those portions of the building shall be 6.1 m, except that open roof gardens may intrude into the setback.

4.6.2 Despite section 4.6.1, the Director of Planning may permit a reduced rear yard or rear setback provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.

Figure 5. Rear Yard Setback



4.7 Floor Space Ratio

4.7.1 The floor space ratio shall not exceed .75, except that the Director of Planning, may permit an increase in floor space ratio as follows:

(a) for all uses combined, up to 2.5;
(b) for dwelling uses in conjunction with other uses, up to 1.75 in storeys located above the front street level storey, and up to 0.4 in the front street level storey or below;
(c) for multiple dwelling, up to 2.15; and
(d) for the purpose of subsection(b) and (c), an artist studio shall be deemed to be a dwelling use;

provided the Director of Planning first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group or property owner or tenant.

4.7.2 The following shall be included in the computation of floor space ratio:

(a) all floors of all buildings including accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.

4.7.3 The following shall be excluded in the computation of floor space ratio:

(a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight percent of the residential floor area being provided;

(b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
(c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which:
    (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
    (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length.
(d) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10 percent of the total permitted floor area, provided that for child day care facilities the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
(e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.7.4 The Director of Planning may permit the following to be excluded in the computation of floor space ratio:

(a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
    (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed eight percent of the residential floor area being provided, and
    (ii) no more than fifty percent of the excluded balcony floor area may be enclosed.

4.8 Site Coverage -- Not Applicable.

4.9 [Deleted -- see Parking By-law.]

4.10 Horizontal Angle of Daylight

4.10.1 Each habitable room must have at least one window on an exterior wall of a building.

4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.

4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.

4.10.4 The Director of Planning may relax the horizontal angle of daylight requirement, if:

(a) the Director of Planning first considers all the applicable policies and guidelines adopted by Council; and
(b) the minimum distance of unobstructed view is not less than 3.7 m.

4.10.5 An obstruction referred to in section 4.10.2 means:

(a) any part of the same building including permitted projections; or
(b) the largest building permitted under the zoning on any adjoining site.

4.10.6 A habitable room referred to in section 4.10.1 does not mean:

(a) a bathroom; or
(b) a kitchen whose floor area is the lesser of:
(i) 10% or less of the total floor area of the dwelling unit, or
(ii) 9.3 m^2.

4.11 Dedication of Land for Lane Purposes

4.11.1 For development sites located in the area shown in Figure 1, where a site does not abut a lane, or abuts a lane which is less than 6.1 m in width, a portion of the site, as determined by the City Engineer, to a maximum of 3.1 m, must be dedicated for lane purposes.

4.11.2 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.

4.12 (Reserved)

4.13 (Reserved)

4.14 Dedication of Land for Sidewalk and Boulevard Purposes

4.14.1 For development sites located in the area shown in Figure 1 which adjoin the streets set forth below, a portion of the site must be dedicated for sidewalk and boulevard improvements to achieve a distance from the centerline of the street to the property line of the development site, measured at right angles, of the distance set out below:

(i)	Nanaimo Street, from from William Street to Graveley Street	15.1 m; or
(ii)	Nanaimo Street, from East 6th Avenue to East 11th Avenue	16.1 m.

4.14.2 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.

4.15 Acoustics

4.15.1 A development permit application for dwelling uses shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of the dwelling units listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels.

Portions of dwelling units	**Noise levels (Decibels)**
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

5 Relaxation of Regulations

5.1 The Director of Planning may relax the maximum height, floor area and location regulations for accessory buildings and accessory uses except that the relaxed height shall not, in any event, exceed the maximum prescribed in section 4.3.1 nor the floor space exceed 33⅓ percent of the gross floor area of the principal use.

5.2 The Director of Planning may relax the use conditions of sections 2.3.1 and 3.3.1 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule.

EXHIBIT D
SCHEDULE OF UNIT ENTITLEMENT

bc Land Title & Survey

Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE
JUL 08 2024 13:59:04.013
CB1428885

1. Contact

Document Fees: $32.51

Bhagwant Dhaliwal; Barrister and Solicitor
CLARK WILSON LLP
900 - 885 West Georgia Street
Vancouver BC V6C 3H1
6046875700

File No. 48184-0003
Form V Schedule of Unit Entitlement Residential

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type	LTO Document Reference
Form-V Schedule of Unit Entitlement	

3. Description of Land

PID/Plan Number	Legal Description
EPS9999	**AIR SPACE PARCEL A BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP133834**

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Chen Da Zhang D1X5LD

Digitally signed by Chen Da Zhang D1X5LD
Date: 2024-07-08 12:43:26 -07:00

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Strata Property Act
Form V
Schedule of Unit Entitlement
(Sections 245 (a), 246, 264)

Re: Strata Plan **EPS9999** being strata plan of

_____-_____-_____

Air Space Parcel A Block 2 District Lot 526 Group 1 New Westminster District
Air Space Plan EPP133834

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, [*check appropriate box*] as set out in the following table:

☑ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act.*

Certificate of British Columbia Land Surveyor

I, Gu Gordon Yu, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: May 29, 2024

.....
Signature

OR

☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act.*

OR

☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act.*

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m²	Unit Entitlement	%* of Total Unit Entitlement**
1	6	91.2	91	2.173
2	6	70.2	70	1.672
3	6	110.6	111	2.651
4	6	121.5	122	2.914
5	6	110.7	111	2.651
6	6	107.6	108	2.579
7	6	85.5	86	2.054
8	6	85.5	86	2.054
9	6	83.5	84	2.006
10	6	83.5	84	2.006
11	6	85.5	86	2.054
12	6	85.5	86	2.054
13	6	124.3	124	2.962
14	6	58.2	58	1.385
15	6	110.8	111	2.651
16	6	77.1	77	1.839
17	7	59.7	60	1.433
18	7	53.1	53	1.266
19	7	48.5	49	1.170
20	7	48.7	49	1.170
21	7	61.8	62	1.481
22	7	59.1	59	1.409
23	7	56.9	57	1.361
24	7	110.7	111	2.651
25	7	107.6	108	2.579
26	7	85.5	86	2.054
27	7	85.5	86	2.054
28	7	83.5	84	2.006
29	7	83.5	84	2.006
30	7	85.5	86	2.054
31	7	85.5	86	2.054
32	7	124.3	124	2.962
33	7	58.2	58	1.385
34	7	110.8	111	2.651
35	7	77.1	77	1.839
36	8,9	123.7	124	2.962
37	8,9	77.1	77	1.839
38	8,10	123.4	123	2.938
39	8	64.8	65	1.553
40	8,10	135.5	136	3.248
41	8,10	123.8	124	2.962

42	8,10	100.7	101	2.412
43	8,9	100.7	101	2.412
44	8,9	123.9	124	2.962
45	8,9	104.0	104	2.484
46	8	122.6	123	2.938
Total number of lots: **46**			Total unit entitlement: **4187**	

* expression of percentage is for information purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: June 25, 2024 *[month day, year]*

.....
Signature of Owner Developer

EXHIBIT E
BYLAWS

bc Land Title & Survey

Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE
JUL 08 2024 13:59:04.015
CB1428887

1. Contact

Document Fees: $32.51

Bhagwant Dhaliwal; Barrister and Solicitor
CLARK WILSON LLP
900 - 885 West Georgia Street
Vancouver BC V6C 3H1
6046875700

File No. 48184-0003
Form Y Bylaws Residential

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type	LTO Document Reference
Form-Y Owners Developers' Notice of Different Bylaws	

3. Description of Land

PID/Plan Number	Legal Description
EPS9999	**AIR SPACE PARCEL A BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP133834**

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Chen Da Zhang D1X5LD

Digitally signed by Chen Da Zhang D1X5LD
Date: 2024-07-08 12:45:52 -07:00

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2024 06 06 16:32:25.923

1 of 1 Pages

Strata Property Act

Form Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations section 14.6 (2))

Re: Strata Plan EPS9999, being a strata plan of

[*parcel identifier*]	[*legal description*]
NPA	AIR SPACE PARCEL A BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT AIR SPACE PLAN EPP133834

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act* (the "Act"), as permitted by section 120 of the Act:

See attached Schedule "A"

Date: June 25, 2024

Signature of Owner Developer:

1076255 B.C. LTD.

Per: _____
Authorized Signatory

25441902.1

SCHEDULE "A"

THE OWNERS, STRATA PLAN EPS9999, CHLOE

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**Act**"). For the purposes of these bylaws:

(a) "**alteration**" includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced;

(b) "**common property**" includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;

(c) "**residents**" means collectively, owners, tenants and occupants and "**a resident**" means collectively, an owner, a tenant and an occupant;

(d) "**strata council**" means council as required under the Act;

(e) "**strata council majority vote**" means a vote in favour of a strata council resolution by more than ½ of the votes cast by strata council members who are present in person at the time the vote is taken and who have not abstained from voting;

(f) "**strata insurance**" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to $50.

2.3 An owner must provide the strata corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for strata fees or, only if such monthly automatic debit is not available to an owner, twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month.

2.4 Failure by an owner to submit written authorization for automatic debit for strata fees or twelve (12) monthly, post-dated strata fee cheques in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and is subject to a fine of up to $200 for each contravention.

2.5 Each dishonoured automatic debit or dishonoured cheque will be subject to a fine of up to $50 and an administration charge of $50.

2.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.6, the outstanding special levy contributions will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to $50.

3. Repair and maintenance of property by owner

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In addition to and without limiting this bylaw 3.1, an owner must:

(a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and

(b) not allow a strata lot to become unsanitary or untidy.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3.3 Despite bylaw 11.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, terrace or roof terrace that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, terrace or roof terrace (including the cleaning of the surface of the balcony, terrace or roof terrace and associated railings, as well as the removal of debris from any associated drains).

4. Use of property

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal or otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws), or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

4.3 A resident or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata insurance, including, not exhaustively, anything which may:

(a) increase the rate of any premium applicable to or any deductible under the strata insurance;

(b) result in the cancellation or voiding of any policy of strata insurance; or

(c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.

4.4 A resident must not use, or permit to be used, the strata lot except as a single family dwelling.

4.5 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. For the purposes of this bylaw 4.5, short-term accommodation refers to stays of less than 30 consecutive days. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes for a period of less than 30 consecutive days. Any breach of this bylaw 4.5 is subject to a fine of up to $1,000 per day.

4.6 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis.

5. Pets and animals

5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

5.2 The keeping of pets in a strata lot is restricted to the following:

(a) a reasonable number of fish;

(b) up to 2 caged birds;

(c) one cat and one dog or two cats or two dogs,

(collectively, "**Permitted Pets**" and any one pet a "**Permitted Pet**").

5.3 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

5.4 A resident or visitor must not bring, harbour or keep a vicious dog anywhere on or within Strata Plan EPS9999 or a common asset. For the purposes of this bylaw 5.4, a "**vicious dog**" includes a dog which meets one or more of the following conditions:

(a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans;

(b) any dog which has bitten another domestic animal or human without provocation;

(c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of the aforementioned breeds.

In the event of a dispute as to whether a dog is a "**vicious dog**" within the meaning of this bylaw 5.4, the strata council may choose a veterinarian and request a letter of certification from that veterinarian, or in the alternate, select a suitable dog expert, at the dog owner's expense, to meet with the owner and the dog to assess the dog's behaviour and potential for causing harm to other dogs or to people.

5.5 A resident must register each cat and each dog with the strata council within 30 days of the cat or dog, as applicable, residing on a strata lot (or the passage of this bylaw 5) and by providing, in writing, the name (if any) of the cat or dog (as applicable), breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

5.6 A pet owner must:

(a) not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner;

(b) keep a Permitted Pet only in a strata lot, except for ingress and egress; and

(c) ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.

5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of strata council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

5.8 If a resident contravenes bylaw 5.7, the owner of the strata lot will be subject to a fine of up to $200.

5.9 Despite bylaw 5.8, a resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

5.10 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.11 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, terraces, roof terraces, strata lots, common property or land that is a common asset.

5.12 A resident who contravenes any of bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.11 (inclusive) will be subject to a fine of up to $200.

6. Inform strata corporation

6.1 An owner must notify the strata corporation of:

(a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;

(b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and

(c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

6.2 On request by the strata corporation, a resident or visitor must inform the strata corporation of the resident's or visitor's name and the strata lot which the resident occupies or the visitor is visiting.

7. Permit entry to strata lot

7.1 A resident or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot or limited common property:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) to ensure a resident's or visitor's compliance with the Act, bylaws and rules.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:

(a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;

(b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

Alterations to a Strata Lot, Common Property or Limited Common Property

8. Approval for alterations to a strata lot, limited common property or common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

(a) an alteration to a strata lot that involves any of the following:

(i) the structure of a building;

(ii) the exterior of a building;

(iii) terraces, roof terraces, chimneys, stairs, balconies or other things attached to the exterior of a building;

(iv) doors, windows or skylights on the exterior of a building, or that front on the common property;

(v) fences, railings or similar structures that enclose a terrace, roof terrace, balcony or yard;

(vi) common property located within the boundaries of a strata lot;

(vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;

(viii) flooring;

(ix) wiring, plumbing, piping, heating, air conditioning and other services; and

(x) installation or removal of a wall or walls, whether structural or not; and

(b) any alteration to common property, including limited common property, or to common assets.

8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:

(a) submit, in writing, detailed plans and description of the intended alteration;

(b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

(c) determine whether the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).

8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

(b) that the standard of work and materials be not less than that of the existing structures;

(c) that all work and materials necessary for the alteration be at the sole expense of the owner;

(d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;

(e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;

(f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.

8.4 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.

8.5 If, subsequent to the passage of bylaws 8.1 to 8.4 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.5, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.5, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.

8.6 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

9. Hard-Surface Flooring

9.1 For the purposes of these bylaws, **"hard surface flooring**" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other similar materials.

9.2 An owner must, in accordance with bylaw 8, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.

9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 71 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the strata council pursuant to bylaw 8, the strata council, may require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to the strata council, confirming that the minimum value of 71 for the STC and IIC ratings will be achieved by the owner's proposed hard surface flooring installation.

9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaw 9.2.

10. Conduct of Alterations

10.1 An owner must:

(a) give the strata council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC;

(b) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers;

(c) ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any alteration materials to be delivered through the main lobby;

(d) ensure drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping;

(e) ensure stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the strata council) and the residential corridor thoroughly vacuumed daily;

(f) ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least five business days before the holiday date; and

(g) be in attendance for all significant alterations, with the determination of significant to be in the discretion of the strata council.

10.2 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

10.3 An owner in contravention of bylaws 10.1 to 10.2 (inclusive) will be subject to a fine of up to $200 for each contravention, as well as be responsible for any clean up or repair costs.

10.4 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such owner having obtained any required approvals of the strata corporation in accordance with bylaws 8 and 9, such tenant, occupant or visitor must comply with bylaws 10.1 to 10.3 (inclusive).

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by strata corporation

11.1 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that, in the ordinary course of events, occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

A. the structure of a building;

B. the exterior of a building;

C. terraces, roof terraces, chimneys, stairs, balconies and other things attached to the exterior of a building;

D. doors, windows and skylights on the exterior of a building or that front on common property;

E. fences, railings and similar structures that enclose terraces, roof terraces, balconies and yards;

F. planting beds and lawn areas;

(d) a strata lot, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) doors, windows and skylights on the exterior of a building or that front on common property, and

(iii) smoke detectors.

Strata Council

12. Strata council size

12.1 The strata council must have at least 3 and not more than 7 members.

13. Strata council eligibility

13.1 No person may stand for the strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

14. Strata council members' terms

14.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.

14.2 A person whose term as strata council member is ending is eligible for reelection.

15. Removing strata council member

15.1 Unless all the owners are on the strata council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed.

15.2 After removing a strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

15.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

16. Replacing strata council member

16.1 If a strata council member resigns or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

16.2 The strata council may appoint a strata council member under bylaw 16.1 even if the absence of the strata council member being replaced leaves the strata council without a quorum.

16.3 If all the members of the strata council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

17.1 At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect:

(a) from among its members, a president, a vice president, a secretary and a treasurer; and

(b) a privacy officer.

17.2 A person may hold more than one office at a time, other than the offices of president and vice president.

17.3 The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act,

(b) if the president is removed, or

(c) for the remainder of the president's term if the president ceases to hold office.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling strata council meetings

18.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice in bylaw 18.1 does not have to be in writing.

18.3 A strata council meeting may be held on less than one week's notice if

(a) all strata council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all strata council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

19. Quorum of strata council

19.1 A quorum of the strata council is

(a) 2, if the strata council consists of 3 or 4 members,

(b) 3, if the strata council consists of 5 or 6 members, and

(c) 4, if the strata council consists of 7 members.

19.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

20. Strata council meetings

20.1 The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.2 The strata council may provide for attendance at a strata council meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata council may call an exclusively electronic strata council meeting, hold a strata council meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic meeting of the strata council, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting. For clarity, the strata council may only make a decision by electronic mail where the following criteria are met:

(a) a decision of the strata council is required before the next scheduled strata council meeting;

(b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;

(c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;

(d) any decision must be approved by a majority vote of the total number of strata council members;

(e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and

(f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2 year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the *Personal Information Protection Act* or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.

20.3 At the option of the strata council, a member of the strata council or other participant may attend a strata council meeting by electronic means, so long as all strata council members and other participants can communicate with each other.

20.4 Any person attending a strata council meeting by electronic means is deemed to be present in person for the purposes of the meeting.

21. Voting at strata council meetings

21.1 At strata council meetings, all strata council decisions must be made by a strata council majority vote.

21.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.

21.3 Decisions made at a strata council meeting must be recorded in the strata council meeting minutes.

22. Strata council to inform owners of minutes

22.1 The strata council must circulate to or post for owners the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of strata council's powers and duties

23.1 Subject to bylaws 23.2, 23.3 and 23.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

23.2 The strata council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with bylaw 23.3.

23.3 A delegation of a general authority to make expenditures must:

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

23.4 The strata council may not delegate its powers to determine, based on the facts of a particular case:

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

24. Restrictions on Strata Council Members

24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

24.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or at an annual or special general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 5% of the total contribution to the operating fund for current year.

24.3 Despite 24.1, a strata council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

25. Limitation on liability of strata council member

25.1 A strata council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.

25.2 Bylaw 25.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

25.3 All acts done in good faith by strata council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

25.4 In addition to bylaw 25.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any

strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

(a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or

(b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 25.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

Enforcement of Bylaws and Rules

26. Fines

26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to:

(a) $200 for each contravention of a bylaw, and

(b) $50 for each contravention of a rule.

26.2 Any fine levied will be due and payable on or before the first day of the month next following the date on which the strata council provides notice of such fine.

27. Continuing contravention

27.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

28. Bylaw and rule enforcement costs

28.1 Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

Annual and Special General Meetings

29. Quorum of meeting

29.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

30. Person to chair meeting

30.1 Annual and special general meetings must be chaired by the president of the strata council.

30.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.

30.3 If neither the president nor the vice president of the strata council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

31. Participation by other than eligible voters

31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

31.2 Persons who are not eligible to vote must not participate in the discussion at a meeting.

31.3 Tenants and occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

32. Voting

32.1 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

32.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

32.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

32.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

32.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

32.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

32.7 Despite anything in this bylaw 32, an election of strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

33. Electronic general meetings

33.1 The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.

33.2 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

33.3 Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.

33.4 Despite bylaw 32, in the event that a general meeting is held pursuant to bylaw 33.1 or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.

34. Order of business

34.1 The order of business at annual and special general meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a strata council, if the meeting is an annual general meeting;

(n) terminate the meeting.

34.2 Despite bylaw 34.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

35. Minutes of meeting

35.1 The strata council must circulate to or post for owners the minutes of all annual and special general meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Small Claims Court Proceedings

36. Authorization to proceed

36.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover money owing from an owner or other person.

Marketing Activities by Owners

37. Sale or rental of a strata lot

37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

37.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

Insurance and Responsibility

38. Insuring against major perils

38.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

39. Resident insurance

39.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

40. Responsibility of Owners

40.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

40.2 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 40.1, for any of the following:

(a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "**responsible**" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;

(b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and

(c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:

(i) dishwasher;

(ii) refrigerator with ice/water dispensing capabilities;

(iii) garburator;

(iv) washing machine;

(v) toilets, sinks, bathtubs;

(vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;

(vii) fireplaces;

(viii) exhaust fans and humidifiers/dehumidifiers;

(ix) anything introduced into the strata lot by a resident or visitor;

(x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;

(xi) any pets residing in or visiting at the owner's strata lot;

(xii) any person residing in or visiting at the owner's strata lot; and

(xiii) barbecues or smokers.

40.3 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

(a) the costs of investigating the cause of any loss or damage, where the owner is responsible;

(b) the costs of repairing the cause of any loss or damage, where the owner is responsible;

(c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;

(d) any insurance deductible paid or payable by the strata corporation; and

(e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 40.3(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 40 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 40.1, 40.2, and/or 40.3.

41. Resident Responsibility for Children and Visitors

41.1 A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 4.1.

41.2 A resident is responsible for the conduct of children residing in or visiting their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 4.1.

41.3 A resident is responsible to assume liability for and properly supervise activities of children residing in or visiting their strata lot, including, but not exhaustively, bicycling, skateboarding and hockey.

Parking and Storage

42. Parking

42.1 A resident must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to enter or be parked or stored on common property, limited common property or land that is a common asset.

42.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

42.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

42.4 An owner must not sell, rent, or licence the use of parking stalls to any person other than a resident.

42.5 A resident must park only in the parking stall assigned to the resident's strata lot.

42.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

42.7 Any vehicle parked in violation of bylaw 42.6 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.

42.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.

42.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.

42.10 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse

and excess water from the washing area. While washing, a resident must keep audio volume low.

42.11 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

43. Storage lockers and bicycle storage

43.1 A resident must store bicycles and tricycles only in the bicycle rack and storage lockers.

43.2 A resident may store items in storage lockers, but must not store any hazardous or flammable substances in storage lockers.

44. Parking, bicycle storage locker, and storage locker lease

44.1 Each owner of a strata lot may be entitled to the exclusive use of zero, one or more than one of the parking stalls, zero, one or more than one of the storage lockers, and zero, one or more than one of the bicycle storage lockers located within the common property pursuant to a partial assignment of the parking, bicycle storage locker, and storage locker lease (the "**Parking/Bicycle Storage Locker/Storage Locker Lease**") originally entered into between 1076255 B.C. Ltd. and Lightstone Development Ltd. (collectively, the "**Developer**"), together as landlord, and 1284673 B.C. Ltd. (the "**Tenant**"), as tenant. Pursuant to the Parking/Bicycle Storage Locker/Storage Locker Lease, upon the registration of the strata plan for the development, the strata corporation may assume all of the covenants and obligations of the Developer under the Parking/Bicycle Storage Locker/Storage Locker Lease with respect to the Stalls, the Bicycle Stalls, and the Storage Lockers (as defined in the Parking/Bicycle Storage Locker/Storage Locker Lease), and 1284673 B.C. Ltd. may assign its interest, as tenant, to the Developer.

45. Electric vehicles

45.1 Certain of the parking stalls (the "**EV Stalls**") may be equipped with a 208 – 240 volt energized outlet capable of providing level 2 charging or higher according to the SAE International's J1772 standard.

45.2 A resident or visitor who charges an electric vehicle by using an energized outlet, electrical outlet or electric vehicle charging station or infrastructure in the underground parking or any common property must pay a fee as stated in the rules of the strata corporation, if any such fee is stated, as a condition of use of the energized outlet, electrical outlet or electric vehicle charging station or infrastructure.

46. Disabled parking stalls

46.1 Certain of the parking stalls (the "**Disabled Stalls**") may be marked and for the use of persons with disabilities. If a holder of an interest (the "**Disabled Stall Owner**") in a Disabled Stall, or his or her spouse, dependent child or tenant who resides in the Disabled Stall Owner's strata lot in the strata corporation, is not disabled, then the strata corporation may require that the Disabled Stall Owner exchange his or her interest in the Disabled Stall with a holder of an interest (the "**Disabled Owner**") in a stall that is not a Disabled Stall (the "**Standard Stall**"), if there is any such Disabled Stall and to be selected by the strata corporation in its sole discretion if there is more than one such

Disabled Stall Owner who is not disabled, for consideration of ONE DOLLAR ($1.00), if that Disabled Owner or his or her spouse, dependent child or tenant is disabled and resides in the Disabled Owner's strata lot in the strata corporation. If immediately prior to such exchange, the Disabled Owner has an interest in more than one Standard Stall, then the Disabled Stall Owner who is not disabled will be entitled to select which of the Disabled Owner's Standard Stalls the Disabled Stall Owner wishes to receive in exchange for its interest in the Disabled Stall. Such an exchange will be accomplished by the Disabled Stall Owner partially assigning their interest in the Parking/Bicycle Storage Locker/Storage Locker Lease to the Disabled Owner in respect of the Disabled Stall, and the Disabled Owner partially assigning their interest in the Parking/Bicycle Storage Locker/Storage Locker Lease to the Disabled Stall Owner in respect of the Standard Stall. The Disabled Stall Owner and the Disabled Owner will each execute a partial assignment of the Parking/Bicycle Storage Locker/Storage Locker Lease in favour of the other substantially in the form attached to the Parking/Bicycle Storage Locker/Storage Locker Lease as Schedule B, and the strata corporation is, by way of the Parking/Bicycle Storage Locker/Storage Locker Lease, granted a power of attorney to execute such partial assignment on behalf of the Disabled Stall Owner to effect such transfer.

Moving

47. Moving in/out procedures

47.1 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.

47.2 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.

47.3 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.

47.4 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.

47.5 An owner must pay a non-refundable fee of $200 on each move in or move out of the owner's strata lot 48 hours prior to any move.

47.6 An owner must pay a refundable damage deposit of $200 on each move in or move out of the owner's strata lot 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.

47.7 A resident contravening bylaws 47.1 to 47.6 (inclusive) will be subject to a fine of up to $200.

Garbage and Recycling

48. Refuse

48.1 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

48.2 A resident must ensure that:

(a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;

(b) recyclable material is kept in designated areas; and

(c) material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Rentals

49. Residential rentals

49.1 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

49.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Miscellaneous

50. Miscellaneous

50.1 A resident or visitor must not use or store barbecues on common property, except on a balcony, terrace or roof terrace that is designated as limited common property for the exclusive use of their strata lot.

50.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

50.3 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.

50.4 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.

50.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle and as permitted by these bylaws or the rules of the strata corporation adopted from time to time.

50.6 Except as permitted in bylaws 37.1, 50.7 and 53, a resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the strata council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.

50.7 A resident may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.

50.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

50.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind or throw anything from any balcony, window, stairway or other part of a strata lot or common property.

50.10 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.

50.11 A resident must ensure that no air conditioning units, laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

50.12 A resident or visitor must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws or the rules of the strata corporation adopted from time to time. Despite the foregoing, a resident may place the following items on a balcony, terrace or roof terrace that has been designated for the exclusive use of a strata lot:

(a) free-standing, self-contained planter boxes or containers;

(b) summer furniture and accessories, including, not exhaustively, a patio table, patio chairs, patio couch, patio chaise lounge chair(s), deck box and storage bench no more than 24 inches in height. For clarity, summer furniture and accessories does not include a pergola, gazebo, umbrella, hot tub, arbor, shed, or canopy; and

(c) barbecues.

50.13 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.

50.14 A resident or visitor must not tamper with any strata corporation building system, including, not exhaustively, a fire alarm system, enterphone system, elevator system and sprinkler system.

50.15 Without limiting the generality of bylaw 4.1, a resident or visitor must not unreasonably restrict or limit another person's view from a strata lot, limited common property or common property.

51. No Smoking

51.1 For the purposes of this bylaw 51, the following definitions apply:

(a) "**smoke**" or "**smoking**" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, cannabis);

(b) "**vape**" or "**vaping**" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

51.2 A resident or visitor must not smoke or vape in or on the following areas:

(a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms) or on a balcony, terrace or roof terrace that is designated as limited common property;

(b) a patio or roof terrace;

(c) anywhere on the exterior common property that is within 6 metres of a door, window or air intake.

52. Exemption from Bylaws and Rules

52.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

53. Marketing Activities by Owner Developer

53.1 Despite anything to the contrary in these bylaws, during the time the owner developer is the owner or lessee of any strata lot, it will have the right to:

(a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or sales centres and to carry on within such strata lots and within any area of the common property, excluding limited common property that is not designated for the exclusive use of a strata lot owned or leased by the owner developer, any marketing and sales functions in respect of the development and/or any Future Developments (as defined below);

(b) erect and maintain signage in and around any unsold strata lots and on the common property, excluding limited common property that is not designated for the exclusive use of a strata lot owned or leased by the owner developer, for the duration of the marketing and sales program in respect of the development and/or any Future Developments;

(c) use any parking intended to be assigned to any unsold strata lots or any other available parking for marketing and sales purposes and for any other reason related to the development and/or any Future Developments; and

(d) have access to any and all parts of the common property, excluding limited common property that is not designated for the exclusive use of a strata lot owned or leased by the owner developer, for the purpose of showing strata lots and the common property to prospective purchasers and their representatives in connection with the owner developer's marketing and sales activities of the development and/or any Future Developments,

in each case as may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development and/or any Future Developments. The developer will act reasonably in exercising its rights under this bylaw 53.

"**Future Developments**" means any real estate developments to be developed in the future by: (i) the owner developer of the development; or (ii) any other entity or entities which is/are affiliated with or related to Lightstone Development Ltd. or 1076255 B.C. Ltd.

54. Easement agreements

54.1 A resident or visitor must comply with the terms of any easement which is for the benefit of the strata corporation and its residents and any bylaws or rules made pursuant to any such easement. The posting of any such bylaws or rules will constitute sufficient notice to all such persons.

END OF BYLAWS

EXHIBIT F
PARKING, BICYCLE STORAGE LOCKER, AND STORAGE LOCKER LEASE

Land Title Act

Charge

General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
JUL 08 2024 13:59:04.003
CB1428809

1. Application

Document Fees: $81.27

Bhagwant Dhaliwal; Barrister and Solicitor
CLARK WILSON LLP
900 - 885 West Georgia Street
Vancouver BC V6C 3H1
6046875700

File No. 48184-0003
Option to Lease Residential

2. Description of Land

PID/Plan Number	Legal Description
031-145-884	**LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453**

3. Nature of Interest

Type	Number	Additional Information
OPTION TO LEASE		**Over parts outlined in bold on Explanatory Plan EPP137766**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1076255 B.C. LTD., NO.BC1076255

6. Transferee(s)

1284673 B.C. LTD. BC1284673
800 - 885 WEST GEORGIA STREET
VANCOUVER BC V6C 3H1

7. Additional or Modified Terms

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Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
CHEN DA (JIMMY) ZHANG **Barrister & Solicitor** CLARK WILSON LLP 900 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1 T. 604.687.5700	YYYY-MM-DD **2024-06-25**	**1076255 B.C. LTD.** By their Authorized Signatory **Print Name: Xiao Song Zheng**

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
CHEN DA (JIMMY) ZHANG **Barrister & Solicitor** CLARK WILSON LLP 900 - 885 WEST GEORGIA STREET VANCOUVER BC V6C 3H1 T.604.687.5700	YYYY-MM-DD **2024-06-25**	**1284673 B.C. LTD.** By their Authorized Signatory **Print Name: Xiao Song Zheng**

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Chen Da Zhang D1X5LD

Digitally signed by Chen Da Zhang D1X5LD
Date: 2024-07-08 12:30:27 -07:00

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Part 2 -- TERMS OF INSTRUMENT

1. THIS INSTRUMENT dated as of the 8th day of July, 2024 records the agreement of the Optionor and the Optionee as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this instrument:

(a) "**Lands**" means the lands legally described in item 2 of Part 1 of this instrument, and includes all building(s), improvements, and rights appurtenant;

(b) "**Lease**" means the lease that will result upon exercise of the Option, substantially on terms and conditions as set out in Clause 3 and Appendix B hereto;

(c) "**Leased Premises**" means those portions of the Lands shown outlined in bold on the explanatory plan prepared by Gordon Yu, B.C.L.S. completed and checked on May 3, 2024 and filed in the Lower Mainland Land Title Office under number EPP137766 a reduced copy of which is attached hereto as Appendix A;

(d) "**Option Commencement Date**" means the 8th day of July, 2024;

(e) "**Option Period**" means the period from Option Commencement Date to the 99th anniversary of the Option Commencement Date;

(f) "**Optionee**" means the transferee identified in item 6 of Part 1 of this instrument, and its successors and assigns; and

(g) "**Optionor**" means the transferor identified in item 5 of Part 1 of this instrument, and its successors and assigns.

1.2 In this instrument, references to "**stratification**", "**strata corporation**", and "**stratified**", and words of similar derivation or which denote a strata lot or condominium, contemplate the filing of a strata plan under the *Strata Property Act* of British Columbia, and will be read and construed accordingly.

1.3 In this instrument, "**building(s)**" means the building or buildings from time to time constructed upon the Lands.

1.4 The headings used herein have been inserted for convenience of reference and in no way define, limit or enlarge the scope or meaning of the provisions herein.

1.5 The masculine includes the feminine, and vice versa. All references to a party or persons includes a partnership, firm, corporation, or body politic.

2. OPTION TO LEASE

2.1 For value received, the receipt and sufficiency of which are hereby acknowledged by the Optionor, the Optionor hereby grants to the Optionee an option, irrevocable during the Option Period, to lease on the terms and conditions hereafter set forth, the Leased Premises.

2.2 The Optionee will within a reasonable time after demand pay to the Optionor the sum of $100.00, as good and valuable consideration for the granting by the Optionor to the Optionee of the Option.

3. THE LEASE

3.1 If the Option is exercised by the Optionee, then the terms and conditions of the resulting Lease will be substantially as set forth in Appendix B hereto.

3.2 The commencement date of the term of the Lease will be the date of exercise of the Option. The term of the Lease will be substantially as set out in Appendix B.

4. MISCELLANEOUS

4.1 There are no representations, warranties, covenants or agreements, except as set out herein. No alteration, amendment, change or addition to this instrument will be effective or binding unless in writing executed by the Optionor and the Optionee; provided that, if the Lands are stratified, then this instrument may be amended by agreement of the strata corporation and the Optionee, without concurrence of the strata lot owners.

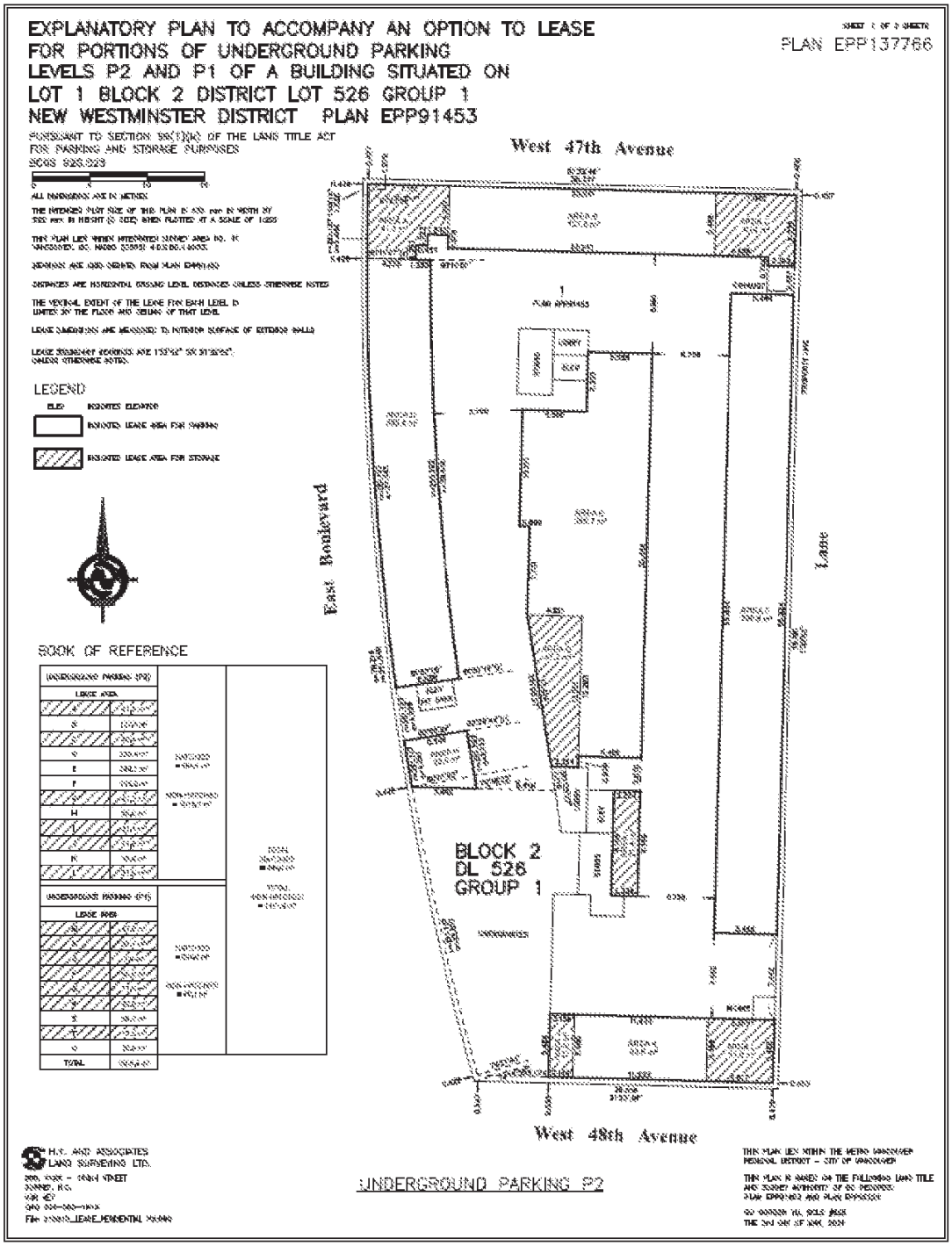
4.2 The Optionor will have no liability or obligation to the strata corporation or strata lot owners in connection with the subject matter of the Option to Lease or the Lease except as expressly set out in the Option to Lease or the Lease.

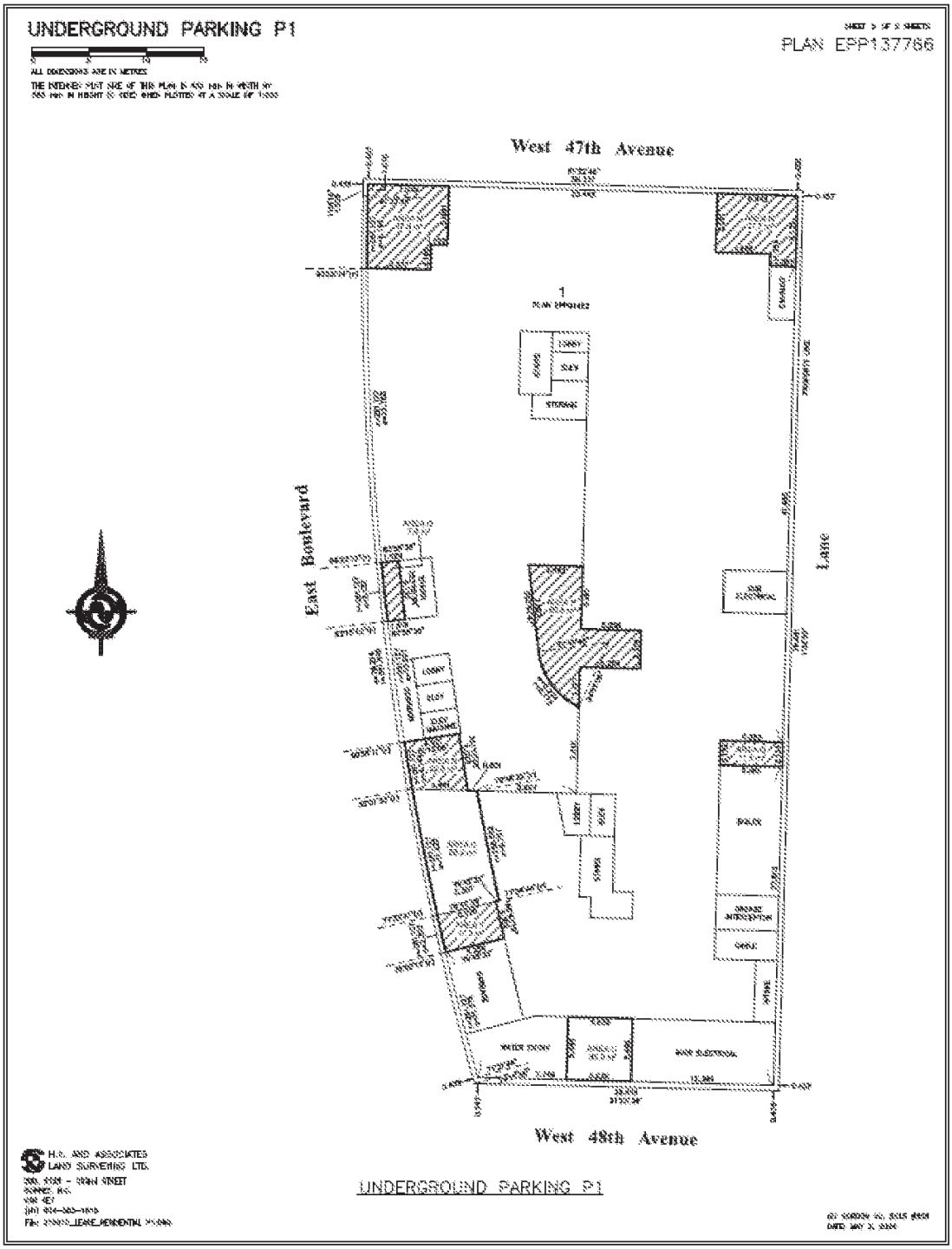
4.3 Any notice to be given by the Optionee under this instrument and any election which may be made by the Optionee under this instrument will be well and sufficiently given and made if posted in a conspicuous place on the Lands.

4.4 This instrument will enure to the benefit of the parties hereto and their respective successors and assigns, subject to the terms and conditions herein and in the Lease.

IN WITNESS WHEREOF the parties have executed the Form C and the Form D under Part 1 of this instrument.

APPENDIX A
LEASED PREMISES
EXPLANATORY PLAN EPP137766





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APPENDIX B
TERMS OF LEASE

CHLOE
PARKING, BICYCLE LOCKER AND STORAGE LOCKER LEASE

THIS AGREEMENT made as of the 8th day of July, 2024

BETWEEN:

1076255 B.C. LTD. and
LIGHTSTONE DEVELOPMENT LTD., of #1530 - 1200 West 73rd Avenue, Vancouver, British Columbia V6P 6G5

(collectively, the "**Owner**")

AND:

1284673 B.C. LTD., of 800 – 885 West Georgia Street, Vancouver, British Columbia

(the "**Tenant**")

WITNESSES THAT WHEREAS:

A. The Owner is the owner of certain lands and premises located in Vancouver, British Columbia, and legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

(the "**Lands**");

B. The Owner has agreed to lease to the Tenant those portions (the "**Leased Premises**") of the underground parking facility (the "**Parking Facility**") to be located on the Lands as shown outlined in heavy black line on the explanatory plan attached hereto as Schedule A, which is registered in the Land Title Office under registration number EPP137766 (the "**Parking/Locker Plan**"), all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular parking stalls (collectively, the "**Stalls**" and each a "**Stall**"), bicycle lockers (collectively, the "**Bicycle Storage Lockers**" and each a "**Bicycle Storage Locker**"), the storage lockers (collectively, the "**Storage Lockers**" and each a "**Storage Locker**", and collectively with the Bicycle Storage Lockers, the "**Lockers**")). After entering into this Lease, the Owner proposes to subdivide the Lands by means of a strata plan (the "**Strata Plan**") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "**Strata Development**");

C. A certain number of the Stalls (collectively, the "**Disabled Stalls**" and each a "**Disabled Stall**") are designated on the Parking/Locker Plan as disabled stalls and will be available for use by disabled owners of strata lots within the Development (collectively, the "**Strata Lots**" and each a "**Strata Lot**"), as provided for herein;

D. The Strata Plan will designate the Stalls and the Lockers as common property for the strata corporation (the "**Strata Corporation**") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

E. Each of the parties to this Lease agrees that title to the Lands will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

NOW, THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of $10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

ARTICLE 1
GRANT AND TERM

1.1 Grant

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and Lockers, as shown outlined in heavy black line on the Parking/Locker Plan. The Stalls and Lockers are collectively referred to in this Lease as the "**Leased Premises**".

1.2 Term

The term (the "**Term**") of this Lease will commence on the 8th day of July, 2024 and terminate on the earliest of:

(a) the 8th day of July, 2123;

(b) the date the Strata Corporation is dissolved; and

(c) the date the Strata Corporation files a notice of destruction in prescribed form with the registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Stalls and the Lockers are located.

1.3 Rent

The parties acknowledge that the sum of $10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner for the use and enjoyment of the Leased Premises by the Tenant, and that no further payment to the Owner is required for any partial assignment of rights under this Lease to the Strata Corporation or to an assignee who is, or who is entitled to become, a member of the Strata Corporation.

1.4 Licence

The Owner agrees that the Tenant may at all times, in common with the Owner and all other persons now or hereafter having the express or implied permission of the Owner or having a similar right, enter upon and pass over any part of the Lands designated as drive aisles, roadways, stairs or walkways for the purpose of obtaining access to or egress from the Leased Premises or a particular Stall, Bicycle Storage Locker or Storage Locker or the Bicycle Storage Room, provided that the operation of vehicles be restricted to roadways and access by foot be restricted to pedestrian walkways and stairs. The Owner will at all times provide the Tenant, in its capacity as the tenant of the Leased Premises, with means of access to any security devices as necessary to enable the Tenant and subsequent assignees to use and enjoy the Leased Premises.

ARTICLE 2
SUBDIVISION BY STRATA PLAN

2.1 Strata Plan

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by means of the Strata Plan, such covenants and obligations will:

(a) continue to run with and bind each subdivided parcel or part thereof which contains the Leased Premises; and

(b) to the extent applicable to any portion of the Leased Premises contained in the Strata Plan, be automatically assumed by the Strata Corporation as the representative of the owners of Strata Lots created by deposit for registration of the Strata Plan in the Land Title Office,

at which time the Owner will be automatically and absolutely released from any obligations or liabilities hereunder. In connection with the foregoing, the Owner may elect to cause the Strata Corporation to enter into an agreement in a form reasonably required by the Owner pursuant to which the Owner will assign to the Strata Corporation all of the Owner's right, title and benefit under this Lease, and the Strata Corporation, as the representative of the owners of the Strata Lots, will assume all of the covenants and obligations of the Owner under this Lease and which will provide that, upon execution thereof, the Owner will be absolutely released from any obligations or liabilities hereunder and will no longer be entitled to the benefit of any rights hereunder.

2.2 Common Property

This will confirm that upon any subdivision by a strata plan, the Leased Premises will be wholly within the common property designated under the Strata Plan. The Tenant will, upon the request of the Owner or the Strata Corporation, at the expense of the Owner (or of the Strata Corporation, as the case may be) execute and deliver a discharge or other instrument recording that this Lease does not burden the title to any individual strata lot.

ARTICLE 3
MAINTENANCE AND ENCUMBRANCES

3.1 Management and Maintenance.

The Owner confirms that until the deposit for registration of the Strata Plan, subject to the terms of this Lease, the Owner will be solely responsible for the control, management and administration of the Leased Premises, but thereafter, pursuant to section 2.1 of this Lease, the Strata Corporation, subject to the terms of this Lease, will assume full responsibility for the control, management and administration of the Leased Premises included in the Strata Plan from time to time, as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Leased Premises as long as the Tenant is given notice of such bylaws, rules or regulations and such bylaws, rules or regulations:

(a) are of general application to all Stalls and Lockers in the Leased Premises and all users of such Stalls and Lockers;

(b) are fairly and uniformly enforced with respect to all Stalls and Lockers and all users of such Stalls and Lockers;

(c) do not interfere with the Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Stalls and Lockers during the Term, including the right of the Tenant or any subsequent assignee to store a boat trailer or other recreational vehicle within any Stall leased by the Tenant or assigned to the assignee hereunder, provided that such boat trailer or other recreational vehicle fits within such Stall without creating a danger or hazard to other users of the Parking Facility and complies with all applicable bylaws, and provided that the Tenant or assignee, as the case may be, has obtained adequate insurance coverage in respect thereof and provided that the Strata Corporation may remove or cause to be removed from any Stall any vehicle, boat trailer or other recreational vehicle that is deemed by the Strata Corporation to create a danger or a hazard to other users of the Parking Facility or is not adequately insured; and

(d) do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease.

3.2 Alterations.

The Tenant, its successors and assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to the Leased Premises or to any Stall, Bicycle Storage Locker or Storage Locker. Any such alterations or repairs are the responsibility of the Owner, prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation. The Owner, prior to the registration of the Strata Plan, and thereafter the Strata Corporation, will be responsible for maintaining and repairing the Stalls and Lockers in the same manner and to the same standard as it maintains and repairs all of the common property within the Development.

3.3 Taxes, and Utilities, Services

The Tenant will not be responsible for payment of property taxes, rates, levies, and assessments or utility charges (which, after the Strata Plan has been filed, will be paid by the owners of the Strata Lots from time to time). The Tenant shall not, by virtue of this Lease, be liable for any expenses or charges, other than as expressly provided herein.

3.4 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

ARTICLE 4
ASSIGNMENT

4.1 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stalls, Bicycle Storage Lockers and/or Storage Lockers to purchasers of strata lots within the Strata Development or to the Strata Corporation. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Locker:

(a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Locker so assigned for the balance of the Term;

(b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;

(c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation; and

(d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

4.2 Automatic Assignment

If a holder of an interest in a Stall and/or Locker sells all of his or her interest in a strata lot within the Strata Development to which such Stall and/or Locker is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Stall and/or Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Stall and/or Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers

(a) A holder of an interest (the "**First Owner**") in a Stall and/or Locker (the "**First Stall/Locker**") may exchange his or her interest in the First Stall/Locker with the holder of an interest (the "**Second Owner**") in a different Stall and/or Locker (the "**Second Stall/Locker**") for such consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker. The First Owner and the Second Owner will each execute a partial assignment of lease, substantially in the form attached to this Lease as Schedule B. The exchange will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).

(b) A holder of an interest (the "**First Owner**") in a Stall and/or Locker may transfer his or her interest in such Stall and/or Locker to an owner of a strata lot within the Strata Development or to the Strata Corporation (the "**Second Owner**") for such consideration as the First Owner may in his or her discretion determine, provided that following the transfer, the First Owner is left with an interest in at least one Stall and/or Locker. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment, substantially in the form attached to this Lease as Schedule B. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(b).

(c) If a holder of an interest (the "**Disabled Stall Owner**") in a Disabled Stall, or his or her spouse, dependent child or tenant who resides in the Disabled Stall Owner's strata lot in the Strata

Development is not disabled, then the Strata Corporation may require that the Disabled Stall Owner exchange his or her interest in the Disabled Stall with a holder of an interest (the "**Disabled Owner**") in a Stall that is not a Disabled Stall (the "**Standard Stall**"), if any and to be selected by the Strata Corporation in its sole discretion if there is more than one such Disabled Stall Owner who is not disabled, for consideration of ONE DOLLAR ($1.00), if that Disabled Owner or his or her spouse or dependent child is disabled and resides in the Disabled Owner's strata lot in the Strata Development. If immediately prior to such exchange, the Disabled Owner has an interest in more than one Standard Stall, then the Disabled Stall Owner who is not disabled will be entitled to select which of the Disabled Owner's Standard Stall it wishes to receive in exchange for its interest in the Disabled Stall. Such an exchange will be accomplished by the Disabled Stall Owner partially assigning this Lease to the Disabled Owner in respect of the Disabled Stall, and the Disabled Owner partially assigning this Lease to the Disabled Stall Owner in respect of the Standard Stall. The Disabled Stall Owner and the Disabled Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Disabled Stall Owner to effect such transfer. The exchange will be on the terms set out in subsections 4.1(a) to (c).

4.4 Consents

Nothing in this Lease requires the consent of the Strata Corporation for any partial assignment of this Lease.

4.5 Form of Partial Assignments

Subject to Section 4.2, all partial assignments of this Lease will be substantially in the form attached to this Lease as Schedule B. No such partial assignment will be registrable by an assignee in any Land Title Office.

4.6 Release of Assignors

Upon the partial assignment (including an automatic assignment pursuant to Section 4.2) of this Lease pertaining to a particular Stall, Bicycle Storage Locker and/or Storage Locker, the Tenant and any subsequent assignor of an interest in such Stall and/or Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Locker.

4.7 Register of Partial Assignments

The Owner will maintain a record or register of all Stalls and Lockers and will record on such register each partial assignment of this indicating:

(a) the number of the Stall, Bicycle Locker and/or Storage Locker assigned;

(b) the date of assignment;

(c) the name and address of the assignee; and

(d) the strata lot number within the Strata Development owned by the assignee to which such Stall and/or Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Stall and/or Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Owner will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Locker is assigned and the strata lot number within the Strata Development to which such Stall and/or Locker is at the time appurtenant. The Owner may require a fee of not more than $10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Owner becoming aware of a partial assignment pertaining to a particular Stall and/or Locker under Sections 4.1 or 4.2 the Owner will amend the register accordingly.

The Owner may, anything to the contrary herein notwithstanding, at any time elect to cease to maintain or keep the record or register and provide certificates as set out above. In that case, each assignee of a Stall or Locker will recognize that the Strata Corporation may do so and may charge the fee stated above.

ARTICLE 5
MISCELLANEOUS

5.1 Enurement

This Lease will enure to the benefit of and be binding on each of the parties to this Lease and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties to this Lease have executed this Lease as of the year and date first above written.

1076255 B.C. LTD.,
by its authorized signatory:

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.,
by its authorized signatory:

Per: _____
Authorized Signatory

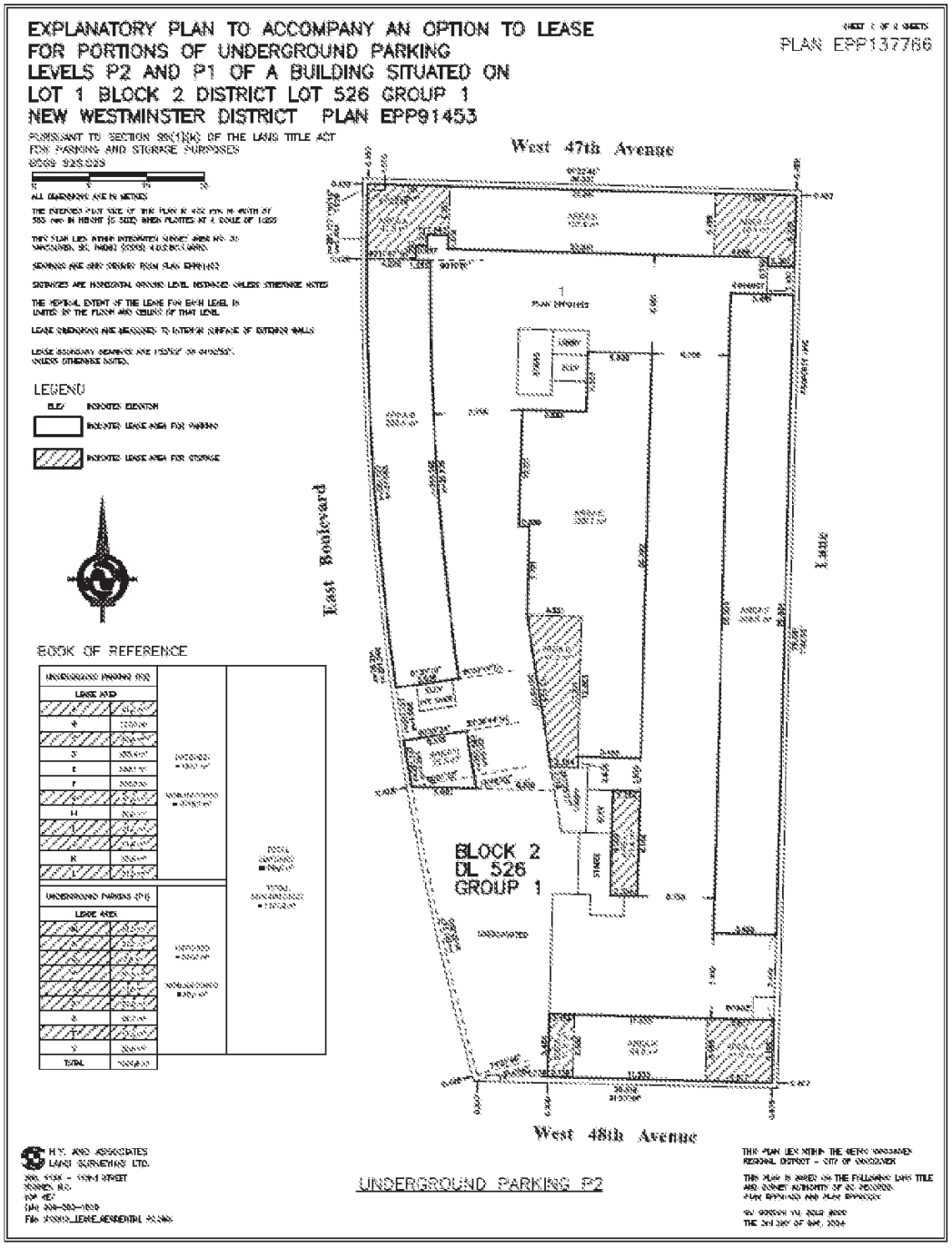
Per: _____
Authorized Signatory

1284673 B.C. LTD.
by its authorized signatory:

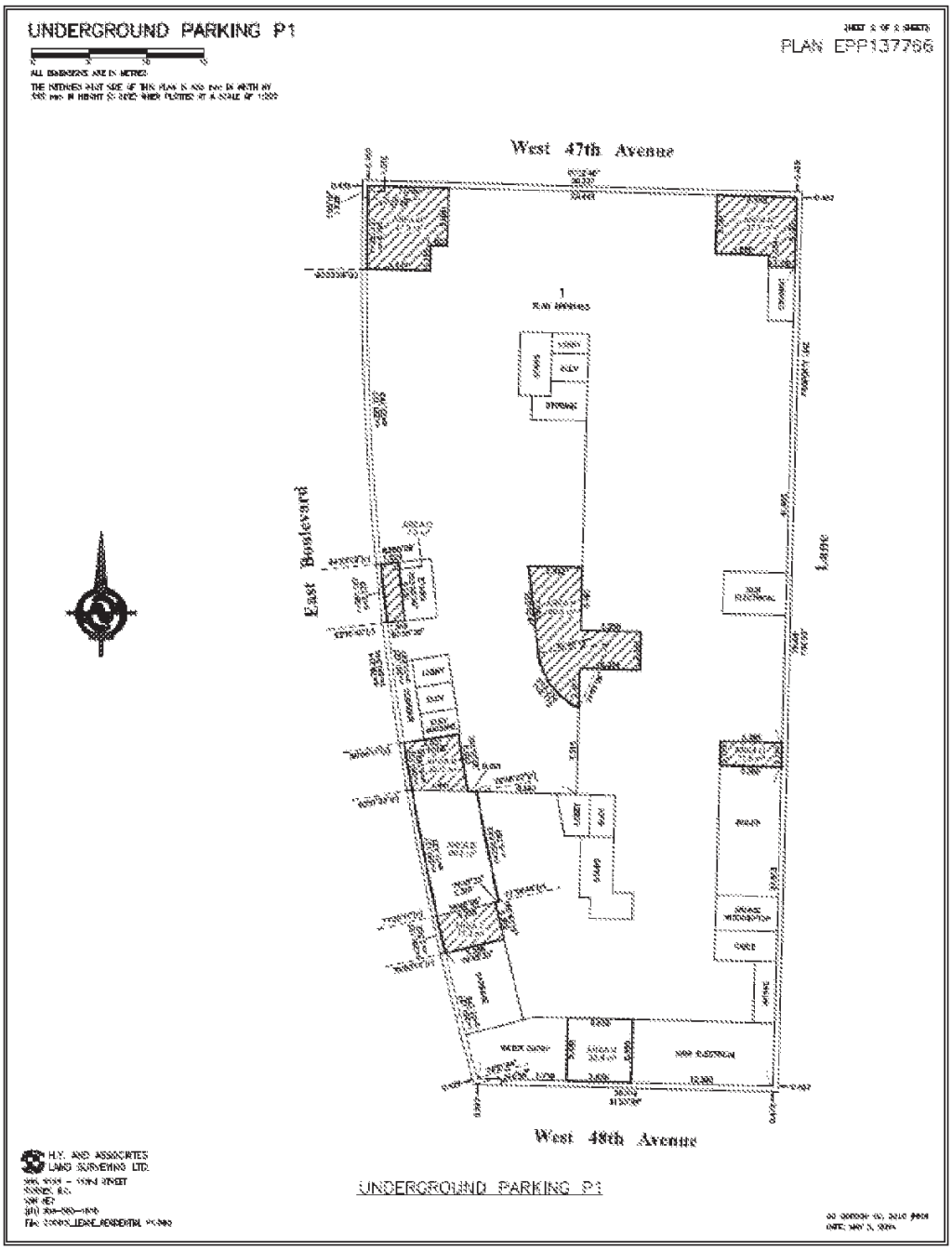
_____

Print Name:_____

SCHEDULE A
EXPLANATORY PLAN FOR LEASED PREMISES



CW25400040.1


UNDERGROUND PARKING P1
PLAN EPP137786
West 47th Avenue
East Boulevard
West 48th Avenue
UNDERGROUND PARKING P1

SCHEDULE B
Form of Assignment

CHLOE

PARKING STALL, BICYCLE STORAGE LOCKER AND STORAGE LOCKER ASSIGNMENT

BETWEEN:

_____

_____

_____

(the "**Assignor**")

AND:

_____

_____

_____

(the "**Assignee**")

Re: Parking Stall No. _____ (the "**Stall**") and/or Locker No. _____ (the "**Locker**")

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Stall and the Locker and the Assignee is the registered owner or purchaser of strata lot _____ (the "**Strata Lot**") (Suite No. _____ in the development known as Chloe, located at 2096 West 47th Avenue, Vancouver, British Columbia.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

5. Assignment

The Assignor hereby assigns to the Assignee a partial interest (that is, the right to use the Stall and/or the Locker for the balance of the Term (as defined in the Lease)) in the lease (the "**Lease**") evidenced by an option to lease dated for reference July 8, 2024 and by an instrument exercising the option and acknowledging the Lease dated July 8, 2024 made between 1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD. collectively as owner, and 1284673 B.C. LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan EPS9999 (the "**Strata Corporation**") and the Tenant.

6. Assignment Contingent Upon Strata Lot Ownership

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall and the Locker for as long as the Assignee owns the Strata Lot, unless the Assignee is the Strata Corporation or Tenant, as applicable.

3. **Compliance**

The Assignee agrees to use the Stall and the Locker in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

4. **Sale or Disposition**

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. **Acknowledgement**

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. **Enurement**

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. **Counterparts and Facsimile**

This Assignment may be executed in counterparts and delivered by electronic and/or facsimile transmission.

The parties have executed this instrument effective as of the _____ day of _____, 20____.

_____ _____

Assignor Assignee

EXHIBIT G
INTERIM BUDGET

EXHIBIT G

CHLOE RESIDENTIAL
INTERIM OPERATING BUDGET
From the Disclosure Statement

		PROPOSED BUDGET
	INCOME	
	STRATA FEES	469,699
	TOTAL INCOME	**469,699**
	OPERATING EXPENSES	
	MONTHLY SERVICE CONTRACTS	
	LANDSCAPING AND GROUNDS	30,000
	CONCIERGE (8 hours/5 days a week)	50,000
	ELEVATORS	15,000
	FIRE ALARM MONITORING	1,334
	FIRE ALARM MAINTENANCE	2,964
	COMMON AREA CLEANING	14,818
	TOTAL MONTLY SERVICE CONTRACTS	**114,116**
	GENERAL REPAIRS	
	GENERAL BUILDING R&M (parking and ground floor exterior)	1,778
	GENERAL BUILDING R&M (separate Air Space Parcels)	8,000
	GARAGE DOOR (main gate)	889
	GARAGE DOOR (separate gates)	1,200
	TOTAL GENERAL REPAIRS	**11,867**
	GENERAL MAINTENANCE	
	POWERWASHING (grounds and main drive aisles)	445
	POWERWASHING (separate areas)	400
	LOCKSMITH R&M	600
	WINDOW CLEANING	2,667
	SNOW REMOVAL	4,000
	PEST CONTROL	889
	EMERGENCY GENERATOR	2,667
	HVAC R&M (parkade fans and MUA)	1,800
	ANNUAL SERVICING OF THE FAN COILS	4,000
	SUPPLIES	600
	LIGHTS & BALLASTS	300
	DRYER VENT CLEANING	1,500
	CARPET CLEANING	600
	AMENITY R&M	600
	EXERCISE EQUIPMENT LEASE	7,000
	WASTE REMOVAL	20,000
	TOTAL GENERAL MAINTENANCE	**48,068**
	INSURANCE	
	INSURANCE	96,068
	TOTAL INSURANCE	**96,068**
	UTILITIES	
	HYDRO EXPENSE - COMMON AREA ELECTRICITY	30,000
	GAS EXPENSE - RANGES	2,400
	GAS EXPENSE - TOTAL	50,000
	FAES TES ANNUAL SERVICE FEE	-
	WATER & SEWER	17,782
	TOTAL UTILITIES	**100,182**
	GENERAL & ADMINISTRATIVE	
	MANAGEMENT FEES	20,600
	ADMINISTRATION	1,800
	AGM/SGM EXPENSES	1,000
	SUNDRY EXPENSE	250
	TELEPHONE LINES	1,800
	SECURITY LEASE	31,248
	TOTAL GENERAL & ADMINISTRATIVE	**56,698**
	TOTAL OPERATING EXPENSES	**426,999**
	CONTINGENCY FUND TRANSFERS	42,700
	TOTAL EXPENSES & TRANSFERS	**469,699**
	SURPLUS (DEFICIT)	**0**

Note: This budget was prepared in April 2025, using 2025 figures. The budget may increase in the future due to inflation, wear and tear, expiration of warranty periods and other circumstantial changes.

EXHIBIT H
ESTIMATED MONTHLY ASSESSMENT

Exhibit H

CHLOE - RESIDENTIAL STRATA
STRATA PLAN EPS9999
INTERIM STRATA FEE SCHEDULE

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL STRATA FEE
201	1	91	$ 773.36	$ 77.34	$ 850.70
202	2	70	$ 594.90	$ 59.49	$ 654.39
203	3	111	$ 943.33	$ 94.33	$ 1,037.67
204	4	122	$ 1,036.82	$ 103.68	$ 1,140.50
205	5	111	$ 943.33	$ 94.33	$ 1,037.67
206	6	108	$ 917.84	$ 91.78	$ 1,009.62
207	7	86	$ 730.87	$ 73.09	$ 803.96
208	8	86	$ 730.87	$ 73.09	$ 803.96
209	9	84	$ 713.87	$ 71.39	$ 785.26
210	10	84	$ 713.87	$ 71.39	$ 785.26
211	11	86	$ 730.87	$ 73.09	$ 803.96
212	12	86	$ 730.87	$ 73.09	$ 803.96
213	13	124	$ 1,053.82	$ 105.38	$ 1,159.20
214	14	58	$ 492.91	$ 49.29	$ 542.20
215	15	111	$ 943.33	$ 94.33	$ 1,037.67
216	16	77	$ 654.39	$ 65.44	$ 719.82
301	17	60	$ 509.91	$ 50.99	$ 560.90
302	18	53	$ 450.42	$ 45.04	$ 495.46
303	19	49	$ 416.43	$ 41.64	$ 458.07
304	20	49	$ 416.43	$ 41.64	$ 458.07
305	21	62	$ 526.91	$ 52.69	$ 579.60
306	22	59	$ 501.41	$ 50.14	$ 551.55
307	23	57	$ 484.42	$ 48.44	$ 532.86
308	24	111	$ 943.33	$ 94.33	$ 1,037.67
309	25	108	$ 917.84	$ 91.78	$ 1,009.62
310	26	86	$ 730.87	$ 73.09	$ 803.96
311	27	86	$ 730.87	$ 73.09	$ 803.96
312	28	84	$ 713.87	$ 71.39	$ 785.26
313	29	84	$ 713.87	$ 71.39	$ 785.26
314	30	86	$ 730.87	$ 73.09	$ 803.96
315	31	86	$ 730.87	$ 73.09	$ 803.96
316	32	124	$ 1,053.82	$ 105.38	$ 1,159.20
317	33	58	$ 492.91	$ 49.29	$ 542.20
318	34	111	$ 943.33	$ 94.33	$ 1,037.67
319	35	77	$ 654.39	$ 65.44	$ 719.82
401	36	124	$ 1,053.82	$ 105.38	$ 1,159.20
402	37	77	$ 654.39	$ 65.44	$ 719.82
403	38	123	$ 1,045.32	$ 104.53	$ 1,149.85
404	39	65	$ 552.40	$ 55.24	$ 607.64
405	40	136	$ 1,155.80	$ 115.58	$ 1,271.38
406	41	124	$ 1,053.82	$ 105.38	$ 1,159.20
407	42	101	$ 858.35	$ 85.83	$ 944.18
408	43	101	$ 858.35	$ 85.83	$ 944.18
409	44	124	$ 1,053.82	$ 105.38	$ 1,159.20
410	45	104	$ 883.84	$ 88.38	$ 972.23
411	46	123	$ 1,045.32	$ 104.53	$ 1,149.85
		4187	**$ 35,583.26**	**$ 3,558.33**	**$ 39,141.58**

EXHIBIT I
INTENTIONALLY DELETED

EXHIBIT J
SUMMARY OF ENCUMBRANCES

EXHIBIT "J"

SUMMARY OF ENCUMBRANCES

As of the date of this Disclosure Statement, the following legal notations and encumbrances are registered against title to the Strata Lots and/or the Common Property.

Any capitalized terms not specifically defined herein have the meanings given to them in the respective documents below or the Disclosure Statement.

Legal Notations:

1. NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149.

This notice gives notice that 1076255 BC Ltd. is the owner, as defined in the *Builders Lien Act,* of the Strata Lots, that the nature of such owner's interest is fee simple, and that such owner's interest in the Strata Lots is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

2. HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

This legal notation indicates that the Strata Lots has the benefit of an easement over the Airspace Parcel as shown in Plan EPP91453 permitting the Owner to enter, exit and remain in the Airspace Parcel as necessary to access, operate, use, construct, maintain and repair the Alternative Solutions Features, the Building Envelope, the Building Shell, the Common Areas and Facilities, the Common Wall, the Development, the Emergency Pedestrian Exit Routes, the Exterior Elements, the Life Safety Systems, the Pedestrian Access Routes, the Service Connections and Equipment, the Service Rooms, the Support Structures and the Vehicular Access Routes (as defined therein) in the Airspace Parcel. The Owner is also permitted to place, leave and store with the Airspace Parcel supplies, materials, tools and equipment that are required for any construction, maintenance and repair work, provided that such items do not interfere with anyone's use or enjoyment of the Airspace Parcel and are removed upon completion of any such construction, maintenance, and repair work.

Charges, Liens and Interests:

The following charges, liens and interests are registered against title to the Strata Lots and/or the Common Property:

3. COVENANT CA8289457.

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City for the purpose of sharing of one (1) Class B loading space (the "**Loading Space**") between the residential and commercial user groups in the Development. The Owner covenants and agrees with the City that it will ensure at all times after the issuance of an Occupancy Permit that all Residential Users (as defined therein) and all Commercial Users (as defined therein) have shared access to and shared use of the Loading Space and is subject to the additional restrictions and provisos:

(a) access to and use of the Loading Space by either the Commercial Users or Residential Users will not be unreasonably withheld or interfered with by either such group;

(b) the Commercial Users will have priority of use between 7:00 a.m. and 7:00 p.m, Monday to Friday and the Residential Users will have priority of use on the first two days, the last two days and the 15th and 16th of each calendar month; and

(c) the Owner will ensure a contact person is designated to represent the Residential Users and a contact person is designated to represent the Commercial Users who will both be responsible for coordination of shared use of the Loading Space.

4. STATUTORY RIGHT OF WAY CB251887 AND COVENANT CB251888.

This statutory right of way is in favour of FortisBC Alternative Energy Services Inc. ("**Fortis**") over those portions of the Strata Lots which can the Thermal Energy System ("**TES**") that permits Fortis to: (a) excavate for, construct, install, maintain operate, repair, abandon, replace and remove the TES; (b) construct, install, inspect, maintain, make and remove TES service connections and connect and disconnect the TES service lines; (c) install marking posts to mark the location of the TES or any portion thereof; (d) take such steps as FortisBC AES deems necessary to protect and secure the TES; (e) bring onto the Strata Lots all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes; and (f) generally do all acts necessary or incidental to the foregoing or the business of operating, maintaining and repairing the TES. FortisBC AES also has the benefit of a statutory right of way over the Strata Lots for the purpose of obtaining access to and egress from those portions of the Strata Lots which contain the TES.

5. MORTGAGE CB292874 AND ASSIGNMENT OF RENTS CB292875 (*as to the Strata Lots only*).

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

6. MORTGAGE CB293126 AND ASSIGNMENT OF RENTS CB293127 (*as to the Strata Lots only*).

This is a mortgage and assignment of rents in favour of Peterson Investment Group Inc. that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

7. PRIORITY AGREEMENT CB294025 AND PRIORITY AGREEMENT CB294026 (*as to the Strata Lots only*).

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB293126 and Assignment of Rents CB293127.

8. MORTGAGE CB294046 AND ASSIGNMENT OF RENTS CB294047 (*as to the Strata Lots only*).

This is a mortgage and assignment of rents in favour of the Westmount West Services Inc. that secures the Deposit Protection Facility provided to the Developer as detailed in Section 7.1 of the Disclosure Statement. The Developer may obtain partial discharges of these charges from titles to the Strata Lots provided that certain conditions are satisfied including the registration of registrable transfers of the Strata Lots.

9. PRIORITY AGREEMENT CB294534 AND PRIORITY AGREEMENT CB294535 (*as to the Strata Lots only*).

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB294046 and Assignment of Rents CB294047.

10. PRIORITY AGREEMENT CB294554 AND PRIORITY AGREEMENT CB294555 (*as to the Strata Lots only*).

The priority agreements herein grant Mortgage CB293126 and Assignment of Rents CB293127 priority over Mortgage CB294046 and Assignment of Rents CB294047.

11. EASEMENT CB1428813.

This easement grants the owner of the Airspace Parcel (the "**Airspace Parcel Owner**") the right to enter, exit and remain in the Strata Lots as necessary to access, operate, use, construct, maintain and repair the Alternative Solutions Features, the Building Envelope, the Building Shell, the Common Areas and Facilities, the Common Wall, the Development, the Emergency Pedestrian Exit Routes, the Exterior Elements, the Life Safety Systems, the Pedestrian Access Routes, the Service Connections and Equipment, the Service Rooms, the Support Structures and the Vehicular Access Routes (as defined therein) in the Strata Lots. The Airspace Parcel Owner is also permitted to place, leave and store within the Strata Lots supplies, materials, tools and equipment that are required for any construction, maintenance and repair work, provided that such items do not interfere with anyone's use or enjoyment of the Strata Lots and are removed upon completion of any such construction, maintenance, and repair work.

12. STATUTORY RIGHT OF WAY CB1428815.

This statutory right of way is in favour of the City over the Strata Lots and the Airspace Parcel which permits the City to: (a) construct, maintain and repair any interconnected and related life safety systems or such systems located on the Strata Lots and the Airspace Parcel; and (b) bring onto the Strata Lots and the Airspace Parcel all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes.

13. COVENANT CB1428816.

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City. The Owner covenants and agrees with the City that, among other things:

(a) no building, structure, or improvement on the Strata Lots or Airspace Parcel will be constructed, maintained, repaired, improved or altered except in compliance with the Building Bylaw (as defined therein) in effect at the time;

(b) no portion of the Strata Lots or Airspace Parcel will be used in a manner that interferes with the easements granted therein;

(c) the easements, covenants and rights granted therein will not be modified, abandoned, surrendered or discharged without the City's prior written consent;

(d) the Owner will pay a proportionate share of the cost to maintain and repair any Common Wall (as defined therein); and

(e) the Owner is aware of and acknowledges that smoke and fire may readily move between the Strata Lots and the Airspace Parcel, and the Developments (as defined therein).

14. PRIORITY AGREEMENT CB1428817 (*as to the Strata Lots only*).

This priority agreement grants Easement CB1428813 priority over Mortgage CB292874 and Assignment of Rents CB292875.

15. PRIORITY AGREEMENT CB1428819 (*as to the Strata Lots only*).

This priority agreement grants Statutory Right of Way CB1428815 priority over Mortgage CB292874 and Assignment of Rents CB292875.

16. PRIORITY AGREEMENT CB1428820 (*as to the Strata Lots only*).

This priority agreement grants Covenant CB1428816 priority over Mortgage CB292874 and Assignment of Rents CB292875.

17. PRIORITY AGREEMENT CB1428821 (*as to the Strata Lots only*).

This priority agreement grants Easement CB1428813 priority over Mortgage CB293126 and Assignment of Rents CB293127.

18. PRIORITY AGREEMENT CB1428823 (*as to the Strata Lots only*).

This priority agreement grants Statutory Right of Way CB1428815 priority over Mortgage CB293126 and Assignment of Rents CB293127.

19. PRIORITY AGREEMENT CB1428824 (*as to the Strata Lots only*).

This priority agreement grants Covenant CB1428816 priority over Mortgage CB293126 and Assignment of Rents CB293127.

20. PRIORITY AGREEMENT CB1428825 (*as to the Strata Lots only*).

This priority agreement grants Easement CB1428813 priority over Mortgage CB294046 and Assignment of Rents CB294047.

21. PRIORITY AGREEMENT CB1428827 (*as to the Strata Lots only*).

This priority agreement grants Statutory Right of Way CB1428815 priority over Mortgage CB294046 and Assignment of Rents CB294047.

22. PRIORITY AGREEMENT CB1428828 (*as to the Strata Lots only*).

This priority agreement grants Covenant CB1428816 priority over Mortgage CB294046 and Assignment of Rents CB294047.

23. CERTIFICATE OF PENDING LITIGATION CB1851253 (*as to the Strata Lots only*).

This encumbrance is a certificate of pending litigation which gives notice that a proceeding was commenced in the Supreme Court of British Columbia in respect of the Strata Lots. The proceeding is a claim by a purchaser of units owned by the Owner for fraudulent conveyance and wrongful use of funds from those units to preserve or maintain the Strata Lots.

24. CERTIFICATE OF PENDING LITIGATION CB1856464 (*as to the Strata Lots only*).

This encumbrance is a certificate of pending litigation which gives notice that a proceeding was commenced in the Supreme Court of British Columbia in respect of the Strata Lots. The proceeding is a petition by the lender under Mortgage CB293126 and Assignment of Rents CB293127 for foreclosure due to the failure of the Owner to repay amounts owing under the Mortgage as and when due.

25. OPTION TO PURCHASE CB1712550 (*as to Strata Lot 19, Strata Lot 37, and Strata Lot 43*).

This encumbrance is an option to purchase granted by the Owner and Lightstone Development Inc. (the "**Vendors**"), in favour of Bei Chen, Qing Su and Jide Liu (the "**Purchasers**"), pursuant to which the Purchasers are granted the option to purchase the Vendors' interest in the Lands for a price the parties may agree upon, and on the terms and conditions further described therein. This option remains open for acceptance until June 10, 2025 (the "**Termination Date**") and must be accepted by such time by written notice of exercise delivered to the Vendors by registered mail. If not exercised by the Termination Date, the option will expire and the Agreement shall terminate.

26. MORTGAGE CB1714291 AND ASSIGNMENT OF RENTS CB1714292 (*as to Strata Lot 19, Strata Lot 37, and Strata Lot 43*).

This is a mortgage and assignment of rents in favour of Bei Chen, Qing Su and Jide Liu held as security for a loan in the principal amount of $2,500,000.00. After February 1, 2025, the Owner may repay this mortgage in full with 30 days' written notice.

27. OPTION TO LEASE CB1428809 (*as to Common Property only*).

This encumbrance (the "**Parking/Locker Lease**") is registered on title to the Common Property of the Development. The Owner, as landlord, entered into the Parking/Locker Lease in favour of 1284673 B.C. Ltd (the "**Parking Tenant**"), granting the Parking Tenant the option to lease the Stalls and the Lockers on that area of the underground parking facility located on the Strata Lots shown outlined in heavy black ink on Explanatory Plan EPP137766 (in this section, the "**Leased Premises**"), a copy of which is attached thereto as Schedule A. This option is exercisable at any time after July 8, 2024 until the earlier of the date the Strata Corporation is dissolved, the date the Strata Corporation files a notice of destruction with the Land Title Office following destruction or deemed destruction of the building in which the Stalls and the Lockers are located, or the date which is 99 years after the date of the option to lease.

Under the Parking/Locker Lease, the Parking Tenant may, in common with the Owner, enter upon and pass over any portion of the Strata Lots designated as drive aisles, roadways, stairs or walkways for purpose of obtaining access to and egress from the Leased Premises, or any particular Stall, Bicycle Storage Locker or Storage Locker or the Bicycle Storage Room. However, the Parking Tenant may not alter or perform any repairs to the Leased Premises or to any Stall, Bicycle Storage Locker or Storage Locker. Prior to registration of the Strata Plan, the Owner is solely responsible for the control, maintenance, management and administration of the Leased Premises, and thereafter, the Strata Corporation assumes full responsibility.

The Parking Tenant may partially assign the Parking/Locker Lease and its rights relating to particular Stalls, Bicycle Storage Lockers or Storage Lockers to purchasers of strata lots within the Development or to the Strata Corporation. The holder of an interest in a Stall or Locker may exchange their interest with, or transfer their interest to, the holder of an interest in a different Stall or Locker. The Owner must maintain a record or register of all Stalls and Lockers, along with information pertaining to the number of Stalls, Bicycle Lockers and Storage Lockers assigned, the date of assignment, the name and address of the assignee and the strata lot number within the Development owned by the assignee.

EXHIBIT K
OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE

CHLOE
CONTRACT OF PURCHASE AND SALE

Date of the Contract:

"**Vendor**" **FTI Consulting Canada Inc., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd., and not in its personal capacity**

#1450 - 701 West Georgia Street, Vancouver, BC V7Y 1B6

"**Purchaser**"

_____	_____
Postal Address: _____	Postal Address: _____
_____	_____
Telephone: _____	Telephone: _____
E-mail Address: _____	E-mail Address: _____
Identification: _____	Identification: _____
Purchaser is:	Purchaser is:
☐ Canadian Citizen	☐ Canadian Citizen
☐ Permanent Resident of Canada	☐ Permanent Resident of Canada
☐ Other: _____	☐ Other: _____
Occupation or principal business:	Occupation or principal business:
_____	_____
Date of Birth (if individual): _____	Date of Birth (if individual): _____

"Strata Lot" **Strata Lot _____** in "Chloe" (the "**Development**") constructed or being constructed at 2096 West 47th Avenue, Vancouver, B.C. (the "**Lands**") and legally described as: PID: _____, Strata Lot _____ District Lot 526 Group 1 New Westminster District Strata Plan EPS9999 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V.

"**Purchase Price**" $_____. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including, without limitation, property transfer tax, goods and services tax ("**GST**") and any other federal or provincial sales, service, value added or other tax (as set out in further detail in section 17).

1. Offer. The Purchaser hereby offers to purchase the Strata Lot from the Vendor for the Purchase Price and on the terms and conditions set out in this Contract, including the terms and conditions set out in any other schedules or addenda attached hereto, subject to the Permitted Encumbrances (as defined in subsection 7(c)).

2. Deposit.

(a) The Purchaser will pay an initial deposit (the "**Deposit**") in the amount of $_____, on signing this offer.

(b) The Purchaser will pay the Deposit to McCarthy Tétrault LLP (the "**Vendor's Solicitors**"), in trust, to be held as trustee in accordance with the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"). Deposit payments must be made by certified cheque, bank draft or wired funds and may not be made in cash or by credit card. The Deposit, or any portion thereof, when received, will be deposited by the Vendor's Solicitors in an interest-bearing trust account with the interest to accrue to the benefit of the Vendor except as otherwise expressly set out herein. If the Vendor or the Vendor's Solicitor deliver a Vesting Order Notice (as defined in section 6) to the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") establishing a Completion Date (as defined in section 6) that is prior to the date for payment of any portion of the Deposit, such portion of the Deposit must be paid on the Completion Date.

(c) If the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot in default of the Purchaser's obligations hereunder, then, subject to subsection 11(b), the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default, including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages. If the Vendor defaults in its obligations hereunder, the Deposit (including interest thereon) will be paid to the Purchaser as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of damages) and as the Purchaser's sole and exclusive remedy.

3. Receipt of Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated April 10, 2025 (the "**Initial Disclosure Statement**") and any additional amendments to the disclosure statement, if any, filed up to the date hereof in respect of the Initial Disclosure Statement (the "**Amendments**" and, together with the Initial Disclosure Statement, the "**Disclosure Statement**"), and that he/she/it/they has/have been given a reasonable opportunity to read the Disclosure Statement before entering into this Contract. The Purchaser further acknowledges that the Purchaser has been referred to section 7.2 of the Disclosure Statement in respect of information concerning this Contract. The Purchaser will promptly provide a receipt, in the Vendor's form, upon receipt of any Amendments from the Vendor.

Purchaser(s)

4. Electronic Delivery of Disclosure Statement and Amendments. The Purchaser consents and agrees that the Vendor may deliver any notice or document, including, without limitation, the Initial Disclosure Statement and any Amendments, to the Purchaser by electronic means, including by e-mail, to the e-mail address set out above, and the Purchaser confirms he/she/it/they is/are capable of retrieving and processing any such notice or document in electronic form.

Purchaser(s)

5. Included Items. The Purchase Price includes the following items: refrigerator, washer, dryer, dishwasher, cooktop, wall oven, hood fan, microwave, heating/cooling unit, and energy recovery ventilator. Fixtures and features as represented in the Disclosure Statement shall also be included, provided that the Vendor may substitute materials and brands of reasonably similar or better quality.

6. Completion Date. The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract, by delivery to the Vendor's Solicitors of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. (Vancouver time) on the completion date (the "**Completion Date**"), which will be the date that is 3 Business Days from the date that the Vendor obtains a certified copy court order approving the transfer of the Strata Lot to the Purchaser, which is not subject to any stay, appeal, or other order restraining this Contract or the transaction contemplated hereby (the "**Vesting Order**"). The Completion Date may be based on the Vendor's estimate as to when the Vesting Order will be obtained, provided that the Vendor or the Vendor's Solicitors will give a minimum of 3 Business Days' notice (the "**Vesting Order Notice**") thereof. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required by the Vendor, by written notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by April 10, 2025 (the "**Outside Date**"), this Contract will terminate on the Outside Date, the Deposit (excluding interest thereon) will be returned to the Purchaser and the parties will be released from all of their obligations hereunder. The Purchaser acknowledges and agrees that the Completion Date will be determined in accordance with this section 6.

7. Conveyance.

(a) On the Completion Date the Vendor shall transfer the fee simple interest in the Strata Lot by way of a Vesting Order. The Purchaser agrees to take title subject to and be bound by the Permitted Encumbrances. The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors, at least five days prior to the Completion Date, a statement of adjustments for the Strata Lot. The Vendor will execute and deliver, or cause to be executed and delivered, the statement of adjustments and a certified copy of the Vesting Order to the Purchaser's Solicitors on or before the Completion Date, on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the land title office (the "**LTO**") indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be delivered by the Purchaser's Solicitors to the Vendor's Solicitors. The Purchaser acknowledges that certain financial charges may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon such financing will be discharged entirely. The Purchaser will bear all costs of the conveyance and any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title.

(b) If the Purchaser is relying upon a new mortgage to finance a portion of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Vesting Order and new mortgage document(s) have been deposited for registration in the LTO, but only if, before such deposit, the Purchaser has: (i) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; and (ii) fulfilled all the new mortgagee's conditions for funding except deposit of the mortgage document(s) for registration in the LTO; and (iii) made available to the Vendor's Solicitors a solicitor's or notary's undertaking to pay the Purchase Price upon the deposit of the Vesting Order and new mortgage document(s) for registration in the LTO and the advance by the new mortgagee of the mortgage proceeds.

(c) In this Contract, "**Permitted Encumbrances**" means, collectively, the subsisting conditions, exceptions, reservations (including royalties) and other rights contained or reserved to the Crown in the original grant of the Lands from the Crown and the legal notations, charges and encumbrances, including proposed encumbrances, referred to in the Disclosure Statement and registered or pending registration in the LTO on the Completion Date against title to the Strata Lot and/or the common property of the Development.

8. **Possession, Risk and Adjustment.** The Strata Lot will be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. The Purchaser may have possession of the Strata Lot at 12 noon on the day following the Completion Date (the "**Possession Date**"). All adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made as of the Completion Date.

9. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia) (or successor statutes) (together the "**Acts**") solely in respect of lien claims registered in the LTO in connection with work done at the Vendor's request. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor, on the date permitted by the Acts, the Lien Holdback plus interest earned thereon, if any, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. (Vancouver time) on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.

10. **Vendor's Rights to Terminate.** The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion, terminate this Contract at any time by giving written notice to the Purchaser or the Purchaser's Solicitors:

    (a) if the mortgages secured against the property is redeemed pursuant to the terms of an order nisi of foreclosure or otherwise;

    (b) if the Vendor is not able to obtain the Vesting Order, or otherwise determines, in its sole discretion, that it is not advisable to present the Purchase Agreement to the court in furtherance of obtaining the Vesting Order;

    (c) if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that statute, as amended from time to time; and

    (d) if:

        (i) the Vendor has reasonable grounds to suspect that any of the representations and warranties made by the Purchaser pursuant to subsection 23(a) are untrue, incomplete, inaccurate or misleading in any respect;

        (ii) the Purchaser fails to provide the Supporting Documents (as defined in subsection 23(b)) as required pursuant to subsection 23(b); or

        (iii) the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract would result in liability to the Vendor pursuant to the PPNCA or PPNCR (each as defined in section 18).

    If the Vendor terminates this Contract in accordance with this section 10, this Contract will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser and the Vendor will return to the Purchaser that portion of the Deposit (excluding interest thereon) paid by the Purchaser pursuant to this Contract. The Purchaser acknowledges and agrees that it is signing this Contract under seal and that the Purchaser will not have any right to revoke his/her/its/their offer herein while this Contract remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser, directly or indirectly, and that this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of this Contract and any matter associated therewith.

11. **Time is of The Essence.** Time is of the essence hereof and, unless all payments on account of the Purchase Price, including any Deposits, and all other amounts payable hereunder are paid by the Purchaser when due, then the Vendor may, at its option:

    (a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon delivery by the Vendor to the Vendor's Solicitors of a written certification confirming the Purchaser's breach hereunder, in accordance with section 18(4) of REDMA, as further described below; or

    (b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and

compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 11(a) or grant one or more further extensions pursuant to subsection 11(b), at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 11(b) if the Purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with this Contract on or before such extended date. If the Purchaser is in breach of any covenant or obligation hereunder, including, without limitation, the covenants and obligations of the Purchaser set out in section 2 of this Contract, or the purchase and sale contemplated by this Contract is not completed by reason of the Purchaser's default hereunder, the Vendor's Solicitors are authorized (unless precluded by Court Order) to pay the Deposit to the Vendor in accordance with section 18(4) of REDMA, without prejudice to any other right or remedy of the Vendor and subject to sections 2 and 11 herein. If the Purchaser is in breach of any of the covenants or obligations hereunder, the Vendor may, at its election, retain the Deposit and accrued interest thereon. The Vendor reserves the right to claim for damages pursuant to subsection 11(a) above. For greater certainty, for the purposes of section 18(4) of REDMA, if the Purchaser fails to pay a subsequent Deposit when required or the balance of the Purchase Price when required, the Vendor may elect to cancel this Contract and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors will be entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor notwithstanding the Vendor's knowledge of any adverse claim to the Deposit, including a claim by the Purchaser.

12. Entire Contract/Representations. The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, social media, blogs, Twitter, Facebook, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and any municipal, structural, Vendor and/or architectural requirements.

13. Area of the Strata Lot. The areas and dimensions of the Strata Lot and the Common Property are as set out on Strata Plan EPS9999 and sales brochures or other marketing materials are provided for informational purposes only and are not represented as being the actual final areas and dimensions of the Strata Lot. The Purchase Price for the Strata Lot shall not be subject to adjustment by reason of the actual area of the Strata Lot. The Purchaser further acknowledges and agrees that any materials used in the finishing of the Strata Lot including, without limitation, any natural stone, ceramic, porcelain and wood, may have conspicuous variations in colour, grain, vein, texture, pattern and size and any such variations are merely characteristics of the respective material and will not be considered as defects or deficiencies in the Strata Lot and that certain materials used in the finishing of the Strata Lot may be subject to staining or changed colouration over time by virtue of general use or by exposure to daylight.

14. Purchaser Acknowledgements. The Purchaser acknowledges and agrees that:

(a) the Completion Date may be any day up to and including the Outside Date, and the Purchaser releases the Released Parties (as defined in section 16) from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs;

(b) legal title to the Strata Lot is or will be held by 1076255 B.C. Ltd. (the "**Registered Owner**") as nominee, agent and bare trustee for and on behalf of Lightstone Development Ltd. (the "**Beneficial Owner**" and, together with the Registered Owner, the "**Companies**"), as beneficial owner. The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Vesting Order and other closing documents executed by FTI Consulting Canada Inc, in its capacity as court-appointed the receiver and manager of all of the assets, undertakings and property of the Companies, in satisfaction of section 6 of the *Property Law Act* (British Columbia) and, in addition, the Vendor and the Purchaser acknowledge and agree that, upon the filing of the Vesting Order in the LTO; and

(c) as of the Completion Date, the Purchaser will be deemed to have assumed and will observe and perform, all covenants, agreements and obligations of the owner of the Strata Lot (if any) under each of the Permitted Encumbrances.

15. Inspection. The Vendor warrants that on the Completion Date the Strata Lot and the common property of the Development will be registered under a third party new home warranty provider. The Purchaser or his/her/its/their representative will have the right to inspect the Strata Lot with a representative of the Vendor at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date and a refusal or failure by the Purchaser to inspect the Strata Lot at such time will be deemed to be a waiver and forfeiture of such right, in which case the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings in the Strata Lot) on the Completion Date. At the conclusion of such inspection, the Vendor will prepare a conclusive list of any defects or deficiencies (the "**Deficiencies**") which are to be rectified by the Vendor. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. If the Purchaser does not sign the Deficiencies list the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings). Notwithstanding the foregoing, if, as a result of an epidemic, pandemic, quarantine, public lockdown, public health order and/or other reason of a like nature, the Vendor determines that the inspection procedure set out above cannot be safely completed, the Vendor, in its sole discretion, may implement an alternative inspection procedure. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may

be rectified subsequent to the Completion Date. No holdback will be made on closing in respect of the Deficiencies or other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the architect of the Development or any replacement therefor appointed by the Vendor will be conclusive, final and binding on the parties. Following the Completion Date, the Purchaser agrees to provide the Vendor and its representatives, contractors and agents with access to the Strata Lot at all reasonable times on 24 hours' notice from the Vendor in order for the Vendor or its representatives, contractors or agents to rectify any outstanding Deficiencies, and the Purchaser will in no manner interfere with or impede any such person while he/she/they is/are carrying out such work.

16. Access. Except as provided in section 15, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Development prior to the Possession Date without the prior written permission of the Vendor (which the Vendor may withhold in its sole and absolute discretion) and then only if accompanied by a representative of the Vendor. The Purchaser hereby releases the Vendor (including the general partner of the Vendor), the partners of the Vendor (including any general partner of any such partners), and the Registered Owner and their respective directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (all, collectively, the "**Released Parties**") from and against any loss, cost, damage, demand, claim, action, cause of action and liability whatsoever resulting from any act or omission of any one or more of the Released Parties (negligent or otherwise) or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Development prior to the Possession Date, or any act or omission (negligent or otherwise) of the Purchaser or any person on behalf of the Purchaser while within the Development prior to the Possession Date. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties. The indemnity in this section 16 will not merge on, and will survive, the completion of the transaction contemplated in this Contract.

17. Costs/Sales and Transfer Taxes.

(a) The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot.

(b) In addition to the Purchase Price, the Purchaser will be liable for and will pay all applicable property transfer tax, GST, harmonized sales tax and any other federal or provincial sales, service, value added, transition or other tax payable by the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment, appliances, or other extras included in the Purchase Price and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), the *Property Transfer Tax Act* (British Columbia) (the "**PTTA**"), the *Speculation and Vacancy Tax Act* (British Columbia) and any other federal or provincial legislation in respect of the transaction contemplated herein (including, without limitation but for greater clarity, basic property transfer tax payable under section 2 of the PTTA and, if the Purchaser is or will be on the Completion Date a "foreign entity" or "taxable trustee", as defined in section 2.01 of the PTTA, an additional property transfer tax payable pursuant to section 2.02 of the PTTA). The Purchaser will be solely responsible for applying to the appropriate governmental authorities in order to obtain any applicable federal or provincial new housing rebate.

(c) Notwithstanding the foregoing, if the Purchaser is a corporation, trust or partnership which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be liable for, will self-assess and will remit same directly to the Canada Revenue Agency (the "**CRA**"). The Purchaser will indemnify and save harmless the Released Parties from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Released Parties as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Strata Lot contemplated herein. For greater certainty and in addition to the foregoing, the Purchaser's GST certificate will include an indemnity from the Purchaser in favour of the Released Parties on the terms and conditions set out in the preceding sentence

18. Assignment. Without the developer's prior consent, any assignment of this purchase agreement is prohibited. An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the developer with the information and records required under REDMA. For the purposes of this paragraph, "developer" means "Vendor" and "purchase agreement" means "Contract".

The Purchaser may not assign his/her/its/their interest in the Strata Lot or in this Contract without the written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor's sole discretion. Unless the Vendor has consented to an assignment, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor may, at its option, charge an administration fee equal to three percent (3%) of the aggregate of: (a) the Purchase Price, and (b) the amount of any consideration received by the Purchaser from the assignee in respect of the assignment, plus applicable taxes, as consideration for agreeing to an assignment of the Purchaser's interest in the Strata Lot or in this Contract and for any associated legal and administrative costs. In the event that the Purchaser wishes to assign the Purchaser's rights under this Contract to his/her/their spouse, child, sibling or parent, or to a corporation which is wholly owned or controlled by the Purchaser, the Vendor will charge a flat administration fee of $1,000.00 plus applicable taxes, on the condition that the Purchaser first provides the Vendor's Solicitors with such information or documents, including, without limitation, a statutory declaration sworn by the Purchaser, setting out the particulars of and confirming the required relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's Solicitors. In addition to the foregoing, the Vendor may impose such other conditions upon the Vendor's consent to an assignment request by the Purchaser as it may determine in its sole discretion, including, without limitation, that the Purchaser has paid all instalments of the Deposit as required hereunder and is otherwise not in default hereunder. Following any assignment, the assignor will not be relieved of his/her/its/their obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Contract. The Purchaser will not advertise or solicit offers from the public or use the Multiple Listing Service® (MLS) with

respect to the resale of the Strata Lot by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld. Before the Vendor consents to an assignment of the Purchaser's interest in the Strata Lot or in this Contract, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following: (i) the party's identity; (ii) the party's contact and business information; and (iii) the terms of the assignment agreement. Information and records collected by the Vendor must be reported by the Vendor to the administrator designated under the PTTA. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the CRA. The Purchaser and the proposed assignee will give to the Vendor all such information and records and any additional information and records requested by the Vendor pursuant to REDMA or regulations thereto from time to time, and hereby consent to the Vendor making any filings or disclosing the aforesaid information and records as required or permitted by REDMA or regulations thereto, as may be amended from time to time. In addition, the Purchaser and the proposed assignee will give to the Vendor all such information and records and any additional information and records requested by the Vendor pursuant to the Prohibition on the *Purchase of Residential Property by Non-Canadians Act* (Canada), as may be amended from time to time (the "**PPNCA**"), or the regulations thereto, including the *Prohibition on the Purchase of Residential Property by Non-Canadians Regulations*, SOR 2022-250, as may be amended from time to time (the "**PPNCR**"). The Purchaser and any proposed assignee will jointly and severally indemnify and save harmless the Released Parties from any loss, damage, liability, cost and expense (including, without limitation, fines and penalties) suffered by the Released Parties, directly or indirectly as a result of any misrepresentation or false or misleading statement in any information and records provided to the Vendor pursuant to this section 18.

No assignment under this section 18 will be valid until the Vendor has received the applicable administrative fee payable in accordance with this section 18, and the assignor and the assignee have executed and delivered to the Vendor an assumption agreement in favour of the Vendor in the form required by the Vendor and the Vendor has received any additional documents it may require from the assignor, the assignee and/or any other party in connection with its consent to the assignment, including, without limitation, any certificate or other documents necessary or required by the Vendor pursuant to the PPNCA. Notwithstanding the foregoing provisions of this section 18 and regardless of whether or not the Vendor consents in writing to an assignment of this Contract in accordance with this section 18, the Purchaser will not, under any circumstances, assign this Contract in a manner that: (A) qualifies as an "avoidance transaction" as such term is defined under section 2.04 of the PTTA; or (B) contravenes the provisions of the PPNCA or the PPNCR. The Purchaser will indemnify the Released Parties against any damages, losses, duties, levies, fees, penalties, costs and expenses that any of the Released Parties may suffer or incur under the PTTA or any regulation thereunder, or under the PPNCA or the PPNCR, in connection with an assignment of this Contract or otherwise in connection with the transaction contemplated herein

19. Assignment by Vendor. The Vendor will be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Contract without the consent of the Purchaser.

20. Personal Information. The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Contract and otherwise collected by or on behalf of the Vendor, its agents, solicitors, affiliates and service providers for all purposes consistent with the transaction contemplated herein including to: (a) complete the transaction contemplated by this Contract; (b) invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws; (c) facilitate the entering into of a deposit protection contract and release of the Deposit in accordance therewith; (d) facilitate the management of the Development; (e) market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; (f) comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto, REDMA and regulations, rules and policies thereunder or relating thereto, and the PPNCA and the PPNCR, each as may be amended from time to time, and all other applicable laws; and (g) disclose such personal information to the Vendor's affiliates, agents, assignees, partners, business partners, contractors, suppliers, bankers, solicitors, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies and other advisors and consultants in furtherance of the foregoing purposes. The Purchaser also agrees to provide to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, REDMA and regulations, rules and policies thereunder or relating thereto, the PPNCA and the PPNCR, and with all other applicable laws, each as may be amended from time to time, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

21. Notices and Tender.

(a) Any notice or other communication required or desired to be given pursuant to or relating to this Contract will be in writing and delivered in accordance with this section 21. Any notice to the Purchaser may be delivered by the Vendor by any one of the following means, in the sole discretion of the Vendor: (i) by e-mail to the e-mail address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice; (ii) by personal delivery or by registered mail, courier or any other type of third party physical delivery service addressed to the Purchaser at the Purchaser's address set out on page 1 of this Contract, as may be changed only by an Address Change Notice; or (iii) by delivery to the Purchaser's Solicitors by personal delivery, registered mail, courier or any other type of third party physical delivery service or by e-mail. The address and e-mail address for the Purchaser will be as set out on page 1 of this Contract or such other address or e-mail address of which the Purchaser has last notified the Vendor in an Address Change Notice. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. The Vendor will have no duty to further verify the currency of the Purchaser's postal address or e-mail address or the Purchaser's Solicitors' postal address or e-mail address. The Purchaser will notify the Vendor of the name and address of the Purchaser's Solicitors as soon as reasonably possible and in any event well in advance of the Completion Date.

(b) Any notice to be given to the Vendor will be sufficiently given if sent by registered mail, courier or any other type of third party physical delivery service to the address of the Vendor set out on page 1 of this Contract. The Vendor may at any time provide written notice to

the Purchaser to use an alternate postal address for delivery to the Vendor, which address will then become the required postal address for delivery of any notices to the Vendor. If the Vendor has obtained actual notice of a notice that was not validly delivered, but instead was delivered to the Vendor by personal delivery, fax, or e-mail, then the Vendor may at any time, in its sole discretion, deem such notice to be valid and delivered in satisfaction of the notice requirements of this Contract.

(c) A notice will be deemed to be received as follows: (i) notice delivered by e-mail is deemed to be received on the date the e-mail is sent; (ii) notice delivered by personal delivery or courier or any other type of third party physical delivery service is deemed to be received on the date of delivery, or the next Business Day if delivered on a Saturday, Sunday or statutory holiday applicable to British Columbia; and (iii) notice delivered by regular mail is deemed to be received on the date which is three Business Days after the mailing thereof.

(d) **The Purchaser acknowledges and agrees that the requirements of this section 21 will affect the timing of the Purchaser's obligations to pay portions of the Deposit and to complete the transaction contemplated in this Contract**.

22. Continuing Construction and Marketing. The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property, or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that, for so long as the Vendor is the owner of any strata lots in the Development, the Vendor and its marketing agents, and its and their affiliates, may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Vendor including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Vendor and its marketing agents and its and their affiliates may conduct tours of the Development from time to time with prospective purchasers and tenants of the Development or the Other Developments and hold events and other activities within the Development in connection with the marketing and sales activities.

23. Prohibition on Purchase of Residential Property by Non-Canadians.

(a) The Purchaser hereby represents and warrants to the Vendor that:

(i) the Purchaser is either:

A. not a "non-Canadian" within the meaning of the PPNCA; or

B. a "non-Canadian" within the meaning of the PPNCA that qualifies for an exception under section 4(2) of the PPNCA; and

(ii) all Supporting Documents (as defined below) provided by the Purchaser to the Vendor are true, complete, accurate and authentic in all respects,

which representations and warranties will remain true, complete and accurate in all respects from the date hereof until, and including, the Completion Date.

(b) The Purchaser will, as soon as reasonably possible and in any event within 48 hours of execution of this Contract by the Purchaser, provide all documentation, records and information (collectively, the "**Supporting Documents**") as may be necessary or required by the Vendor to confirm the truthfulness, completeness and accuracy of the representations and warranties made by the Purchaser pursuant to subsection 23(a). Without limiting the foregoing, if the Purchaser is a corporation, partnership or trust, the Purchaser will provide all governing documents, securities registers, trust agreements, partnership agreements and any other documentation necessary or required by the Vendor to confirm "control" (as defined in the PPNCR) of the corporation, partnership or trust, as applicable. For clarity, the Purchaser acknowledges that the Vendor is relying on the truthfulness, completeness, accuracy and authenticity of the Supporting Documents.

(c) The Purchaser will indemnify and save harmless the Released Parties and the Vendor's Solicitors from and against any loss, cost, fine, penalty, expense, damage, demand, claim, action, cause of action and liability whatsoever (including, without limitation, any fines, penalties and interest imposed under the PPNCA or PPNCR) suffered or incurred by any of the Released Parties and/or the Vendor's Solicitors, directly or indirectly, as a result of any of the representations and warranties in subsection 23(a) being untrue, incomplete, inaccurate or misleading in any respect or any failure by the Purchaser to provide the Supporting Documents as required pursuant to subsection 23(b). The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor is acting as agent for and on behalf of the other Released Parties and the Vendor's Solicitors with respect to obtaining the foregoing indemnity from the Purchaser for the benefit of such Released Parties and the Vendor's Solicitors.

(d) The Purchaser will:

(i) execute, complete and deliver a copy of the certificate (the "**Certificate**") in the form required by the Vendor concurrently with the execution and delivery of this Contract; and

(ii) on or before (but not earlier than three days prior to) the Completion Date, execute, complete and deliver a sworn statutory declaration (which form will be prepared by the Vendor's Solicitors) confirming that the representations and warranties set out in

subsection 23(a) and the declarations and certifications contained in the Certificate continue to be true, complete and accurate in all respects.

24. Successors and Assigns. This Contract will enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.

25. Purchaser Comprising More Than One Party. If the Purchaser consists of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

26. Governing Law and Submission to Jurisdiction. This Contract will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties irrevocably submit and agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

27. Contractual Rights. This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land and the Purchaser will not be entitled to register this Contract or any interest arising under this Contract against the Strata Lot or the Lands.

28. Interpretation. Unless the context otherwise requires, the words "including" and "include" have the same meaning as the phrases "including without limitation" and "including, but not limited to"; words in the singular include the plural words and words in the plural include the singular; and words in the past present or future tense will be read with such change in tense as required in the context. In this Contract, "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia.

29. Amendments. This Contract may not be altered or amended except by an amendment in writing signed by the Vendor and the Purchaser.

30. Currency. All payments contemplated herein will be in Canadian funds and all references herein to dollar amounts are references to dollars in the lawful currency of Canada unless otherwise specified. If any payments are made in a currency other than Canadian currency, the funds received will be converted to Canadian funds by the Vendor's Solicitors and the Purchaser will be credited with the Canadian funds actually received by the Vendor's Solicitors at the date of conversion, less any bank fees. The Vendor will not be responsible for any delay in converting such payments, any fluctuations in exchange rates or bank fees or any charges in connection with any conversion or with any fees charged by any initiating, intermediate or receiving financial institutions in connection with any wire transfers.

31. Waiver. No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Contract will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under this Contract or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

32. As-Is, Where-Is Transaction. Without limiting the generality of Section 12, and except as expressly provided in this Contract, the Purchaser acknowledges and agrees that:

(a) the Property is being purchased on an "as is, where is" basis;

(b) the Purchaser has undertaken to its satisfaction such searches, independent investigations, inspections and other due diligence in connection with entering into this Contract, and based solely thereon, has determined to proceed with the transactions contemplated by this Contract;

(c) all written and oral information provided by any of the Vendor and/or the Companies and their respective directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents (all such persons, collectively, the "**Representatives**") to the Purchaser in connection with the Property has been provided for the convenience of the Purchaser only, and none of the Vendor nor any of the Companies, nor any of their respective Representatives, has made or is making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information other than any representations and warranties expressly set out in this Contract; and

(d) other than any representations and warranties expressly set out in this Contract, the Vendor, the Companies and their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Property, including, without limitation, with respect to: (i) the Vendor and the Companies' right, title and interest in or to the Property; (ii) the merchantability, marketability, location, condition, description, or fitness for a particular purpose of the Property; (iii) compliance or non compliance with laws or regulations, including environmental rules; (iv) existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Property; and (v) any infringement of intellectual property rights of a third party, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise connected to the Property.

33. Vendor Liability. The Purchaser acknowledges and agrees that the Vendor (a) is acting solely in its representative capacity as receiver and manager of all of the assets, undertakings and property of the Companies; and (b) shall have no personal liability under or as a result of entering into this Contract or carrying out the transaction that is the subject of this Contract.

34. Counterparts and Delivery by Electronic Transmission. This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by e-mail in PDF format or by other means of electronic transmission (including, without limitation, through the use of software such as "DocuSign", "Avesdo" and other similar electronic execution software) will be as effective as personal delivery of an originally executed copy of this Contract by such party.

35. Acceptance. The Purchaser's offer herein will be open for acceptance by the Vendor on presentation until 11:59 p.m. (Vancouver time) the third day after the date of this offer and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale (the "**Contract**") and purchase in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE PURCHASER HAS EXECUTED THIS CONTRACT UNDER SEAL THIS _____ DAY OF _____, 20____.

WITNESS: _____ PURCHASER(S): _____ SEAL

_____ SEAL

VENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchaser's offer to purchase contained herein this _____ day of _____, 20_____ (the "**Acceptance Date**").

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

Per: _____
(Authorized Signatory)

EXHIBIT L
TABLE OF CONCORDANCE

2096 W 47th Ave, Vancouver, BC
TABLE OF CONCORDANCE

Old Unit Number	New Unit Number	Old Strata Lot Numbers (in the Disclosure Statement)	New Strata Lot Numbers (In the 2nd Amendment)	New Strata Lot Numbers (In the 4th Amendment)	Habitable Area in m² (2nd Amendment)	Habitable Area in m² (4th Amendment)	Notes
201	216	1	1	16	77.5	77.1	
202	215	2	2	15	110.8	110.8	
203	214	3	3	14	58.2	58.2	
204	213	4	4	13	124.3	124.3	
205	212	5	5	12	85.5	85.5	
206	211	6	6	11	85.5	85.5	
207	210	7	7	10	83.5	83.5	
208	209	8	8	9	83.5	83.5	
209	208	9	9	8	85.5	85.5	
210	207	10	10	7	85.5	85.5	
211	206	11	11	6	107.6	107.6	
212	205	12	12	5	110.7	110.7	
213	204	13	13	4	121.5	121.5	units combined
214		14					
215	203	15	14	3	110.6	110.6	units combined
216		16					
217	202	17	15	2	70.2	70.2	
218	201	18	16	1	91.2	91.2	
301	319	19	17	35	77.5	77.1	
302	318	20	18	34	110.8	110.8	
303	317	21	19	33	58.2	58.2	
304	316	22	20	32	124.3	124.3	
305	315	23	21	31	85.5	85.5	
306	314	24	22	30	85.5	85.5	
307	313	25	23	29	83.5	83.5	
308	312	26	24	28	83.5	83.5	
309	311	27	25	27	85.5	85.5	
310	310	28	26	26	85.5	85.5	
311	309	29	27	25	107.6	107.6	
312	308	30	28	24	110.7	110.7	
313	307	31	29	23	56.9	56.9	
314	306	32	30	22	59.1	59.1	
315	305	33	31	21	61.8	61.8	
316	304	34	32	20	48.7	48.7	
317	303	35	33	19	48.5	48.5	
318	302	36	34	18	53.1	53.1	
319	301	37	35	17	59.7	59.7	
401	401	38	36	36	124.2	124.2	
402	411	39	37	46	122.6	122.6	
403	410	40	38	45	103.9	103.9	
404	409	41	39	44	123.8	123.8	
405	408	42	40	43	100.7	100.7	
406	407	43	41	42	100.7	100.7	
407	406	44	42	41	123.8	123.8	
408	405	45	43	40	128.6	128.6	
409	404	46	44	39	69.4	69.4	
410	403	47	45	38	123.0	123.0	
411	402	48	46	37	77.1	77.1	

APPENDIX I

CHLOE
FIRST AMENDMENT TO DISCLOSURE STATEMENT

***Real Estate Development Marketing Act* of British Columbia**

Date of Disclosure Statement:	April 10, 2025
Date of First Amendment:	April 24, 2025
Developer:	FTI Consulting Canada Inc., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.
Address for Service of the Developer:	#1450 - 701 West Georgia Street Vancouver, BC V7Y 1B6
Business Address:	#1450 - 701 West Georgia Street Vancouver, BC V7Y 1B6

The Developer will utilize the services of its employees or other licensed realtors for some or all of the Strata Lots (as defined in subsection 2.1(c)). The Developer may also utilize the services of its employees or other licensed realtors for some or all of the Strata Lots. Any employees of the Developer who market the Strata Lots on behalf of the Developer may not be licensed under the Real Estate Services Act (British Columbia) and are not acting on behalf of the purchasers. The Developer reserves the right to appoint another agent to market the Strata Lots from time to time.

Disclaimer

This Amendment to Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Amendment to Disclosure Statement, or whether the Amendment to Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
FIRST AMENDMENT TO DISCLOSURE STATEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meanings assigned to them in the disclosure statement dated April 10, 2025 (the "**Original Disclosure Statement**"). The Original Disclosure Statement and the First Amendment to Disclosure Statement (the "**First Amendment**") shall herein and hereafter be collectively referred to as the "**Disclosure Statement**".

2. AMENDMENTS

The Disclosure Statement is hereby amended as follows:

(a) The second paragraph of Section 4.3 is deleted in its entirety and replaced with the following:

"All mortgages, assignments of rents, certificates of pending litigation, option to purchase and claims of builder's lien (collectively, the "**Encumbrances**") will be discharged from title to each Strata Lot to which the Encumbrance is registered, on the completion of the sale of the relevant Strata Lot by virtue of a vesting order made by the Supreme Court of British Columbia. For clarity, Mortgage CB1714291, Assignment of Rents CB1714292, Certificate of Pending Litigation CB1851253 and Option to Purchase CB1712550 will also be discharged from title to the Strata Lots by way of vesting order made by the Supreme Court of British Columbia. All sales will be subject to the foregoing court approval and the vesting order approving such sale, when filed in the Land Title Office, will transfer title free and clear of the Encumbrances to each Strata Lot in accordance with the terms of such vesting order. The granting of each vesting order is within the discretion of the Supreme Court of British Columbia.";

(b) the second paragraph of Section 4.5 is deleted in its entirety and replaced with the following:

"While various claims have been made in relation to the Original Developer, including a certificates of pending litigation registered in the Land Title Office under registration numbers CB1851253, CB1856464, CB1794125, and CB1902215, it is anticipated that each vesting order will vest title in the Purchaser free and clear of any financial claims or encumbrances against the Original Developer.";

(c) Section 7.2(a) is deleted in its entirety and replaced with the following:

"**Completion Date.** The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with the Purchase Agreement, by delivery to the Developer's Solicitors of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. (Vancouver time) on the completion date (the "**Completion Date**"), which will be the date that is 3 Business Days from the date that the Developer obtains a certified copy court order approving the transfer of the Strata Lot to the Purchaser, which is not

subject to any stay, appeal, or other order restraining the Purchase Agreement or the transaction contemplated hereby (the "**Vesting Order**"). The Completion Date may be based on the Developer's estimate as to when the Vesting Order will be obtained, provided that the Developer or the Developer's Solicitors will give a minimum of 3 Business Days' notice (the "**Vesting Order Notice**") thereof. If the Completion Date has not occurred by April 11, 2026 (the "**Outside Date**"), the Purchase Agreement will terminate on the Outside Date, the Deposit (excluding interest thereon) will be returned to the Purchaser and the parties will be released from all of their obligations hereunder. The Purchaser acknowledges and agrees that the Completion Date will be determined in accordance with this section 7.2";

(d) EXHIBIT "J" SUMMARY OF ENCUMBRANCES attached to the Disclosure Statement is deleted in its entirety and replaced with EXHIBIT "J" SUMMARY OF ENCUMBRANCES attached to this First Amendment; and

(e) EXHIBIT "K" OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE attached to the Disclosure Statement is deleted in its entirety and replaced with EXHIBIT "K" OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE attached to this First Amendment.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 24th day of April, 2025.

Developer:

FTI Consulting Canada Inc., in its capacity as court-appointed manager and receiver of all of the assets, undertakings and properties of 1076255 B.C. Ltd. and Lightstone Development Ltd.

Per:

Tom Powell, Senior Managing Director

Confirmation of the Developer made under Policy Statement 7

Pursuant to Policy Statement 7 under the *Real Estate Development Marketing Act*, the Developer confirms that all non-resident directors of the Developer, being Jared Dunkin, Gregory Watson, Curtis Lu, Paul Bishop, and Brock Edgar, are aware of their personal liability in respect of the contents of the Original Disclosure Statement. Under Policy Statement 7, the Superintendent of Real Estate for the Province of British Columbia will exempt all non-resident directors of a developer from the requirement to sign a disclosure statement if the developer provides the aforementioned confirmation.

EXHIBIT "J"

SUMMARY OF ENCUMBRANCES

See attached.

EXHIBIT "J"

SUMMARY OF ENCUMBRANCES

As of the date of this Disclosure Statement, the following legal notations and encumbrances are registered against title to the Strata Lots and/or the Common Property.

Any capitalized terms not specifically defined herein have the meanings given to them in the respective documents below or the Disclosure Statement.

Legal Notations:

1. NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149.

This notice gives notice that 1076255 BC Ltd. is the owner, as defined in the *Builders Lien Act,* of the Strata Lots, that the nature of such owner's interest is fee simple, and that such owner's interest in the Strata Lots is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

2. HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

This legal notation indicates that the Strata Lots has the benefit of an easement over the Airspace Parcel as shown in Plan EPP91453 permitting the Owner to enter, exit and remain in the Airspace Parcel as necessary to access, operate, use, construct, maintain and repair the Alternative Solutions Features, the Building Envelope, the Building Shell, the Common Areas and Facilities, the Common Wall, the Development, the Emergency Pedestrian Exit Routes, the Exterior Elements, the Life Safety Systems, the Pedestrian Access Routes, the Service Connections and Equipment, the Service Rooms, the Support Structures and the Vehicular Access Routes (as defined therein) in the Airspace Parcel. The Owner is also permitted to place, leave and store with the Airspace Parcel supplies, materials, tools and equipment that are required for any construction, maintenance and repair work, provided that such items do not interfere with anyone's use or enjoyment of the Airspace Parcel and are removed upon completion of any such construction, maintenance, and repair work.

Charges, Liens and Interests:

The following charges, liens and interests are registered against title to the Strata Lots and/or the Common Property:

3. COVENANT CA8289457.

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City for the purpose of sharing of one (1) Class B loading space (the "**Loading Space**") between the residential and commercial user groups in the Development. The Owner covenants and agrees with the City that it will ensure at all times after the issuance of an Occupancy Permit that all Residential Users (as defined therein) and all Commercial Users (as defined therein) have shared access to and shared use of the Loading Space and is subject to the additional restrictions and provisos:

(a) access to and use of the Loading Space by either the Commercial Users or Residential Users will not be unreasonably withheld or interfered with by either such group;

(b) the Commercial Users will have priority of use between 7:00 a.m. and 7:00 p.m, Monday to Friday and the Residential Users will have priority of use on the first two days, the last two days and the 15th and 16th of each calendar month; and

(c) the Owner will ensure a contact person is designated to represent the Residential Users and a contact person is designated to represent the Commercial Users who will both be responsible for coordination of shared use of the Loading Space.

4. STATUTORY RIGHT OF WAY CB251887 AND COVENANT CB251888.

This statutory right of way is in favour of FortisBC Alternative Energy Services Inc. ("**Fortis**") over those portions of the Strata Lots which can the Thermal Energy System ("**TES**") that permits Fortis to: (a) excavate for, construct, install, maintain operate, repair, abandon, replace and remove the TES; (b) construct, install, inspect, maintain, make and remove TES service connections and connect and disconnect the TES service lines; (c) install marking posts to mark the location of the TES or any portion thereof; (d) take such steps as FortisBC AES deems necessary to protect and secure the TES; (e) bring onto the Strata Lots all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes; and (f) generally do all acts necessary or incidental to the foregoing or the business of operating, maintaining and repairing the TES. FortisBC AES also has the benefit of a statutory right of way over the Strata Lots for the purpose of obtaining access to and egress from those portions of the Strata Lots which contain the TES.

5. MORTGAGE CB292874 AND ASSIGNMENT OF RENTS CB292875 (*as to the Strata Lots only*).

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

6. MORTGAGE CB293126 AND ASSIGNMENT OF RENTS CB293127 (*as to the Strata Lots only*).

This is a mortgage and assignment of rents in favour of Peterson Investment Group Inc. that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

7. PRIORITY AGREEMENT CB294025 AND PRIORITY AGREEMENT CB294026 (*as to the Strata Lots only*).

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB293126 and Assignment of Rents CB293127.

8. MORTGAGE CB294046 AND ASSIGNMENT OF RENTS CB294047 (*as to the Strata Lots only*).

This is a mortgage and assignment of rents in favour of the Westmount West Services Inc. that secures the Deposit Protection Facility provided to the Developer as detailed in Section 7.1 of the Disclosure Statement. The Developer may obtain partial discharges of these charges from titles to the Strata Lots provided that certain conditions are satisfied including the registration of registrable transfers of the Strata Lots.

9. PRIORITY AGREEMENT CB294534 AND PRIORITY AGREEMENT CB294535 (*as to the Strata Lots only*).

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB294046 and Assignment of Rents CB294047.

10. PRIORITY AGREEMENT CB294554 AND PRIORITY AGREEMENT CB294555 (*as to the Strata Lots only*).

The priority agreements herein grant Mortgage CB293126 and Assignment of Rents CB293127 priority over Mortgage CB294046 and Assignment of Rents CB294047.

11. EASEMENT CB1428813.

This easement grants the owner of the Airspace Parcel (the "**Airspace Parcel Owner**") the right to enter, exit and remain in the Strata Lots as necessary to access, operate, use, construct, maintain and repair the Alternative Solutions Features, the Building Envelope, the Building Shell, the Common Areas and Facilities, the Common Wall, the Development, the Emergency Pedestrian Exit Routes, the Exterior Elements, the Life Safety Systems, the Pedestrian Access Routes, the Service Connections and Equipment, the Service Rooms, the Support Structures and the Vehicular Access Routes (as defined therein) in the Strata Lots. The Airspace Parcel Owner is also permitted to place, leave and store within the Strata Lots supplies, materials, tools and equipment that are required for any construction, maintenance and repair work, provided that such items do not interfere with anyone's use or enjoyment of the Strata Lots and are removed upon completion of any such construction, maintenance, and repair work.

12. STATUTORY RIGHT OF WAY CB1428815.

This statutory right of way is in favour of the City over the Strata Lots and the Airspace Parcel which permits the City to: (a) construct, maintain and repair any interconnected and related life safety systems or such systems located on the Strata Lots and the Airspace Parcel; and (b) bring onto the Strata Lots and the Airspace Parcel all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes.

13. COVENANT CB1428816.

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City. The Owner covenants and agrees with the City that, among other things:

(a) no building, structure, or improvement on the Strata Lots or Airspace Parcel will be constructed, maintained, repaired, improved or altered except in compliance with the Building Bylaw (as defined therein) in effect at the time;

(b) no portion of the Strata Lots or Airspace Parcel will be used in a manner that interferes with the easements granted therein;

(c) the easements, covenants and rights granted therein will not be modified, abandoned, surrendered or discharged without the City's prior written consent;

(d) the Owner will pay a proportionate share of the cost to maintain and repair any Common Wall (as defined therein); and

(e) the Owner is aware of and acknowledges that smoke and fire may readily move between the Strata Lots and the Airspace Parcel, and the Developments (as defined therein).

14. PRIORITY AGREEMENT CB1428817 (*as to the Strata Lots only*).

This priority agreement grants Easement CB1428813 priority over Mortgage CB292874 and Assignment of Rents CB292875.

15. PRIORITY AGREEMENT CB1428819 (*as to the Strata Lots only*).

This priority agreement grants Statutory Right of Way CB1428815 priority over Mortgage CB292874 and Assignment of Rents CB292875.

16. PRIORITY AGREEMENT CB1428820 (*as to the Strata Lots only*).

This priority agreement grants Covenant CB1428816 priority over Mortgage CB292874 and Assignment of Rents CB292875.

17. PRIORITY AGREEMENT CB1428821 (*as to the Strata Lots only*).

This priority agreement grants Easement CB1428813 priority over Mortgage CB293126 and Assignment of Rents CB293127.

18. PRIORITY AGREEMENT CB1428823 (*as to the Strata Lots only*).

This priority agreement grants Statutory Right of Way CB1428815 priority over Mortgage CB293126 and Assignment of Rents CB293127.

19. PRIORITY AGREEMENT CB1428824 (*as to the Strata Lots only*).

This priority agreement grants Covenant CB1428816 priority over Mortgage CB293126 and Assignment of Rents CB293127.

20. PRIORITY AGREEMENT CB1428825 (*as to the Strata Lots only*).

This priority agreement grants Easement CB1428813 priority over Mortgage CB294046 and Assignment of Rents CB294047.

21. PRIORITY AGREEMENT CB1428827 (*as to the Strata Lots only*).

This priority agreement grants Statutory Right of Way CB1428815 priority over Mortgage CB294046 and Assignment of Rents CB294047.

22. PRIORITY AGREEMENT CB1428828 (*as to the Strata Lots only*).

This priority agreement grants Covenant CB1428816 priority over Mortgage CB294046 and Assignment of Rents CB294047.

23. CERTIFICATE OF PENDING LITIGATION CB1851253 (*as to the Strata Lots only*).

This encumbrance is a certificate of pending litigation which gives notice that a proceeding was commenced in the Supreme Court of British Columbia in respect of the Strata Lots. The proceeding is a claim by a purchaser of units owned by the Owner for fraudulent conveyance and wrongful use of funds from those units to preserve or maintain the Strata Lots. This encumbrance will be discharged from title to the Strata Lots by way of vesting order made by the Supreme Court of British Columbia.

24. CERTIFICATE OF PENDING LITIGATION CB1856464 (*as to the Strata Lots only*).

This encumbrance is a certificate of pending litigation which gives notice that a proceeding was commenced in the Supreme Court of British Columbia in respect of the Strata Lots. The proceeding is a petition by the lender under Mortgage CB293126 and Assignment of Rents CB293127 for foreclosure due to the failure of the Owner to repay amounts owing under the Mortgage as and when due.

25. OPTION TO PURCHASE CB1712550 (*as to Strata Lot 19, Strata Lot 37, and Strata Lot 43*).

This encumbrance is an option to purchase granted by the Owner and Lightstone Development Inc. (the "**Vendors**"), in favour of Bei Chen, Qing Su and Jide Liu (the "**Purchasers**"), pursuant to which the Purchasers are granted the option to purchase the Vendors' interest in the Lands for a price the parties may agree upon, and on the terms and conditions further described therein. This option remains open for acceptance until June 10, 2025 (the "**Termination Date**") and must be accepted by such time by written notice of exercise delivered to the Vendors by registered mail. If not exercised by the Termination Date, the option will expire and the Agreement shall terminate. This encumbrance will be discharged from title to the Strata Lots 19, 37, and 43 by way of vesting order made by the Supreme Court of British Columbia.

26. MORTGAGE CB1714291 AND ASSIGNMENT OF RENTS CB1714292 (*as to Strata Lot 19, Strata Lot 37, and Strata Lot 43*).

This is a mortgage and assignment of rents in favour of Bei Chen, Qing Su and Jide Liu held as security for a loan in the principal amount of $2,500,000.00. After February 1, 2025, the Owner may repay this mortgage in full with 30 days' written notice. This mortgage and assignment of

rents will be discharged from title to the Strata Lots 19, 37, and 43 by way of vesting order made by the Supreme Court of British Columbia.

27. OPTION TO LEASE CB1428809 (*as to Common Property only*).

This encumbrance (the "**Parking/Locker Lease**") is registered on title to the Common Property of the Development. The Owner, as landlord, entered into the Parking/Locker Lease in favour of 1284673 B.C. Ltd (the "**Parking Tenant**"), granting the Parking Tenant the option to lease the Stalls and the Lockers on that area of the underground parking facility located on the Strata Lots shown outlined in heavy black ink on Explanatory Plan EPP137766 (in this section, the "**Leased Premises**"), a copy of which is attached thereto as Schedule A. This option is exercisable at any time after July 8, 2024 until the earlier of the date the Strata Corporation is dissolved, the date the Strata Corporation files a notice of destruction with the Land Title Office following destruction or deemed destruction of the building in which the Stalls and the Lockers are located, or the date which is 99 years after the date of the option to lease.

Under the Parking/Locker Lease, the Parking Tenant may, in common with the Owner, enter upon and pass over any portion of the Strata Lots designated as drive aisles, roadways, stairs or walkways for purpose of obtaining access to and egress from the Leased Premises, or any particular Stall, Bicycle Storage Locker or Storage Locker or the Bicycle Storage Room. However, the Parking Tenant may not alter or perform any repairs to the Leased Premises or to any Stall, Bicycle Storage Locker or Storage Locker. Prior to registration of the Strata Plan, the Owner is solely responsible for the control, maintenance, management and administration of the Leased Premises, and thereafter, the Strata Corporation assumes full responsibility.

The Parking Tenant may partially assign the Parking/Locker Lease and its rights relating to particular Stalls, Bicycle Storage Lockers or Storage Lockers to purchasers of strata lots within the Development or to the Strata Corporation. The holder of an interest in a Stall or Locker may exchange their interest with, or transfer their interest to, the holder of an interest in a different Stall or Locker. The Owner must maintain a record or register of all Stalls and Lockers, along with information pertaining to the number of Stalls, Bicycle Lockers and Storage Lockers assigned, the date of assignment, the name and address of the assignee and the strata lot number within the Development owned by the assignee.

28. CERTIFICATE OF PENDING LITIGATION CB1794125 (*as to Strata Lot 1B, Strata Lot 2B, and Strata Lot 6B – For clarity, these Strata Lots are part of the Commercial Development*).

This encumbrance is a certificate of pending litigation which gives notice that a proceeding was commenced in the Supreme Court of British Columbia in respect of the Lands. The proceeding is a claim by a purchaser of units owned by the Owner for failure to convey legal title to the units within the time period contemplated by the Contracts (as defined therein). This encumbrance will be discharged from title to the Strata Lots by way of vesting order made by the Supreme Court of British Columbia.

29. CERTIFICATE OF PENDING LITIGATION CB1902215 (*as to Strata Lot 7B and Strata Lot 8B – For clarity, these Strata Lots are part of the Commercial Development*).

This encumbrance is a certificate of pending litigation which gives notice that a proceeding was commenced in the Supreme Court of British Columbia in respect of the Lands. The proceeding

is a claim by a purchaser of a unit owned by the Owner for fraudulent misrepresentations and failure to appropriately secure and make use of deposit funds. This encumbrance will be discharged from title to the Strata Lots by way of vesting order made by the Supreme Court of British Columbia.

EXHIBIT "K"

OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE

See attached.

CHLOE
CONTRACT OF PURCHASE AND SALE

Date of the Contract:

"**Vendor**" **FTI Consulting Canada Inc., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd., and not in its personal capacity**

#1450 - 701 West Georgia Street, Vancouver, BC V7Y 1B6

"**Purchaser**"

_____	_____
Postal Address: _____	Postal Address: _____
_____	_____
Telephone: _____	Telephone: _____
E-mail Address: _____	E-mail Address: _____
Identification: _____	Identification: _____
Purchaser is:	Purchaser is:
☐ Canadian Citizen	☐ Canadian Citizen
☐ Permanent Resident of Canada	☐ Permanent Resident of Canada
☐ Other: _____	☐ Other: _____
Occupation or principal business:	Occupation or principal business:
_____	_____
Date of Birth (if individual): _____	Date of Birth (if individual): _____

"Strata Lot" **Strata Lot _____** in "Chloe" (the "**Development**") constructed or being constructed at 2096 West 47th Avenue, Vancouver, B.C. (the "**Lands**") and legally described as: PID: _____, Strata Lot _____ District Lot 526 Group 1 New Westminster District Strata Plan EPS9999 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V.

"**Purchase Price**" $_____. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including, without limitation, property transfer tax, goods and services tax ("**GST**") and any other federal or provincial sales, service, value added or other tax (as set out in further detail in section 17).

1. Offer. The Purchaser hereby offers to purchase the Strata Lot from the Vendor for the Purchase Price and on the terms and conditions set out in this Contract, including the terms and conditions set out in any other schedules or addenda attached hereto, subject to the Permitted Encumbrances (as defined in subsection 7(c)).

2. Deposit.

(a) The Purchaser will pay an initial deposit (the "**Deposit**") in the amount of $_____, on signing this offer.

(b) The Purchaser will pay the Deposit to McCarthy Tétrault LLP (the "**Vendor's Solicitors**"), in trust, to be held as trustee in accordance with the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"). Deposit payments must be made by certified cheque, bank draft or wired funds and may not be made in cash or by credit card. The Deposit, or any portion thereof, when received, will be deposited by the Vendor's Solicitors in an interest-bearing trust account with the interest to accrue to the benefit of the Vendor except as otherwise expressly set out herein. If the Vendor or the Vendor's Solicitor deliver a Vesting Order Notice (as defined in section 6) to the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") establishing a Completion Date (as defined in section 6) that is prior to the date for payment of any portion of the Deposit, such portion of the Deposit must be paid on the Completion Date.

(c) If the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot in default of the Purchaser's obligations hereunder, then, subject to subsection 11(b), the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default, including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages. If the Vendor defaults in its obligations hereunder, the Deposit (including interest thereon) will be paid to the Purchaser as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of damages) and as the Purchaser's sole and exclusive remedy.

3. Receipt of Disclosure Statement. The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated April 10, 2025 (the "**Initial Disclosure Statement**") and any additional amendments to the disclosure statement, if any, filed up to the date hereof in respect of the Initial Disclosure Statement (the "**Amendments**" and, together with the Initial Disclosure Statement, the "**Disclosure Statement**"), and that he/she/it/they has/have been given a reasonable opportunity to read the Disclosure Statement before entering into this Contract. The Purchaser further acknowledges that the Purchaser has been referred to section 7.2 of the Disclosure Statement in respect of information concerning this Contract. The Purchaser will promptly provide a receipt, in the Vendor's form, upon receipt of any Amendments from the Vendor.

Purchaser(s)

4. Electronic Delivery of Disclosure Statement and Amendments. The Purchaser consents and agrees that the Vendor may deliver any notice or document, including, without limitation, the Initial Disclosure Statement and any Amendments, to the Purchaser by electronic means, including by e-mail, to the e-mail address set out above, and the Purchaser confirms he/she/it/they is/are capable of retrieving and processing any such notice or document in electronic form.

Purchaser(s)

5. Included Items. The Purchase Price includes the following items: refrigerator, washer, dryer, dishwasher, cooktop, wall oven, hood fan, microwave, heating/cooling unit, and energy recovery ventilator. Fixtures and features as represented in the Disclosure Statement shall also be included, provided that the Vendor may substitute materials and brands of reasonably similar or better quality.

6. Completion Date. The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract, by delivery to the Vendor's Solicitors of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. (Vancouver time) on the completion date (the "**Completion Date**"), which will be the date that is 3 Business Days from the date that the Vendor obtains a certified copy court order approving the transfer of the Strata Lot to the Purchaser, which is not subject to any stay, appeal, or other order restraining this Contract or the transaction contemplated hereby (the "**Vesting Order**"). The Completion Date may be based on the Vendor's estimate as to when the Vesting Order will be obtained, provided that the Vendor or the Vendor's Solicitors will give a minimum of 3 Business Days' notice (the "**Vesting Order Notice**") thereof. If the Completion Date has not occurred by April 11, 2026 (the "**Outside Date**"), this Contract will terminate on the Outside Date, the Deposit (excluding interest thereon) will be returned to the Purchaser and the parties will be released from all of their obligations hereunder. The Purchaser acknowledges and agrees that the Completion Date will be determined in accordance with this section 6.

7. Conveyance.

(a) On the Completion Date the Vendor shall transfer the fee simple interest in the Strata Lot by way of a Vesting Order. The Purchaser agrees to take title subject to and be bound by the Permitted Encumbrances. The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors, at least five days prior to the Completion Date, a statement of adjustments for the Strata Lot. The Vendor will execute and deliver, or cause to be executed and delivered, the statement of adjustments and a certified copy of the Vesting Order to the Purchaser's Solicitors on or before the Completion Date, on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the land title office (the "**LTO**") indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be delivered by the Purchaser's Solicitors to the Vendor's Solicitors. The Purchaser acknowledges that certain financial charges may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon such financing will be discharged entirely. The Purchaser will bear all costs of the conveyance and any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title.

(b) If the Purchaser is relying upon a new mortgage to finance a portion of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Vesting Order and new mortgage document(s) have been deposited for registration in the LTO, but only if, before such deposit, the Purchaser has: (i) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; and (ii) fulfilled all the new mortgagee's conditions for funding except deposit of the mortgage document(s) for registration in the LTO; and (iii) made available to the Vendor's Solicitors a solicitor's or notary's undertaking to pay the Purchase Price upon the deposit of the Vesting Order and new mortgage document(s) for registration in the LTO and the advance by the new mortgagee of the mortgage proceeds.

(c) In this Contract, "**Permitted Encumbrances**" means, collectively, the subsisting conditions, exceptions, reservations (including royalties) and other rights contained or reserved to the Crown in the original grant of the Lands from the Crown and the legal notations, charges and encumbrances, including proposed encumbrances, referred to in the Disclosure Statement and registered or pending registration in the LTO on the Completion Date against title to the Strata Lot and/or the common property of the Development.

8. Possession, Risk and Adjustment. The Strata Lot will be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. The Purchaser may have possession of the Strata Lot at 12 noon on the day following the

Completion Date (the "**Possession Date**"). All adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made as of the Completion Date.

9. Builders' Lien Holdback. That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia) (or successor statutes) (together the "**Acts**") solely in respect of lien claims registered in the LTO in connection with work done at the Vendor's request. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor, on the date permitted by the Acts, the Lien Holdback plus interest earned thereon, if any, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. (Vancouver time) on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.

10. Vendor's Rights to Terminate. The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion, terminate this Contract at any time by giving written notice to the Purchaser or the Purchaser's Solicitors:

(a) if the mortgages secured against the property is redeemed pursuant to the terms of an order nisi of foreclosure or otherwise;

(b) if the Vendor is not able to obtain the Vesting Order, or otherwise determines, in its sole discretion, that it is not advisable to present the Purchase Agreement to the court in furtherance of obtaining the Vesting Order;

(c) if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that statute, as amended from time to time; and

(d) if:

(i) the Vendor has reasonable grounds to suspect that any of the representations and warranties made by the Purchaser pursuant to subsection 23(a) are untrue, incomplete, inaccurate or misleading in any respect;

(ii) the Purchaser fails to provide the Supporting Documents (as defined in subsection 23(b)) as required pursuant to subsection 23(b); or

(iii) the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract would result in liability to the Vendor pursuant to the PPNCA or PPNCR (each as defined in section 18).

If the Vendor terminates this Contract in accordance with this section 10, this Contract will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser and the Vendor will return to the Purchaser that portion of the Deposit (excluding interest thereon) paid by the Purchaser pursuant to this Contract. The Purchaser acknowledges and agrees that it is signing this Contract under seal and that the Purchaser will not have any right to revoke his/her/its/their offer herein while this Contract remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser, directly or indirectly, and that this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of this Contract and any matter associated therewith.

11. Time is of The Essence. Time is of the essence hereof and, unless all payments on account of the Purchase Price, including any Deposits, and all other amounts payable hereunder are paid by the Purchaser when due, then the Vendor may, at its option:

(a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon delivery by the Vendor to the Vendor's Solicitors of a written certification confirming the Purchaser's breach hereunder, in accordance with section 18(4) of REDMA, as further described below; or

(b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 11(a) or grant one or more further extensions pursuant to subsection 11(b), at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 11(b) if the Purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with this Contract on or before such extended date. If the Purchaser is in breach of any covenant or obligation hereunder, including, without limitation, the covenants and obligations of the Purchaser set out in section 2 of this Contract, or the purchase and sale contemplated by this Contract is not completed by reason of the Purchaser's default hereunder, the Vendor's Solicitors are authorized (unless precluded by Court Order) to pay the Deposit to the Vendor in accordance with section 18(4) of REDMA, without prejudice to any other right or remedy of the Vendor and subject to sections 2 and 11 herein. If the Purchaser is in breach of any of the covenants or obligations hereunder, the Vendor may, at its election, retain the Deposit and accrued interest thereon. The Vendor reserves the right to claim for damages pursuant to subsection 11(a) above. For greater certainty, for the purposes of section 18(4) of REDMA, if the Purchaser fails to pay a subsequent Deposit when required or the balance of the Purchase Price when required, the Vendor may elect to cancel this Contract and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors will be entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor notwithstanding the Vendor's knowledge of any adverse claim to the Deposit, including a claim by the Purchaser.

12. Entire Contract/Representations. The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, social media, blogs, Twitter, Facebook, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and any municipal, structural, Vendor and/or architectural requirements.

13. Area of the Strata Lot. The areas and dimensions of the Strata Lot and the Common Property are as set out on Strata Plan EPS9999 and sales brochures or other marketing materials are provided for informational purposes only and are not represented as being the actual final areas and dimensions of the Strata Lot. The Purchase Price for the Strata Lot shall not be subject to adjustment by reason of the actual area of the Strata Lot. The Purchaser further acknowledges and agrees that any materials used in the finishing of the Strata Lot including, without limitation, any natural stone, ceramic, porcelain and wood, may have conspicuous variations in colour, grain, vein, texture, pattern and size and any such variations are merely characteristics of the respective material and will not be considered as defects or deficiencies in the Strata Lot and that certain materials used in the finishing of the Strata Lot may be subject to staining or changed colouration over time by virtue of general use or by exposure to daylight.

14. Purchaser Acknowledgements. The Purchaser acknowledges and agrees that:

(a) the Completion Date may be any day up to and including the Outside Date, and the Purchaser releases the Released Parties (as defined in section 16) from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs;

(b) legal title to the Strata Lot is or will be held by 1076255 B.C. Ltd. (the "**Registered Owner**") as nominee, agent and bare trustee for and on behalf of Lightstone Development Ltd. (the "**Beneficial Owner**" and, together with the Registered Owner, the "**Companies**"), as beneficial owner. The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Vesting Order and other closing documents executed by FTI Consulting Canada Inc, in its capacity as court-appointed the receiver and manager of all of the assets, undertakings and property of the Companies, in satisfaction of section 6 of the *Property Law Act* (British Columbia); and

(c) as of the Completion Date, the Purchaser will be deemed to have assumed and will observe and perform, all covenants, agreements and obligations of the owner of the Strata Lot (if any) under each of the Permitted Encumbrances.

15. Inspection. The Vendor warrants that on the Completion Date the Strata Lot and the common property of the Development will be registered under a third party new home warranty provider. The Purchaser or his/her/its/their representative will have the right to inspect the Strata Lot with a representative of the Vendor at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date and a refusal or failure by the Purchaser to inspect the Strata Lot at such time will be deemed to be a waiver and forfeiture of such right, in which case the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings in the Strata Lot) on the Completion Date. At the conclusion of such inspection, the Vendor will prepare a conclusive list of any defects or deficiencies (the "**Deficiencies**") which are to be rectified by the Vendor. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. If the Purchaser does not sign the Deficiencies list the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings). Notwithstanding the foregoing, if, as a result of an epidemic, pandemic, quarantine, public lockdown, public health order and/or other reason of a like nature, the Vendor determines that the inspection procedure set out above cannot be safely completed, the Vendor, in its sole discretion, may implement an alternative inspection procedure. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified subsequent to the Completion Date. No holdback will be made on closing in respect of the Deficiencies or other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the architect of the Development or any replacement therefor appointed by the Vendor will be conclusive, final and binding on the parties. Following the Completion Date, the Purchaser agrees to provide the Vendor and its

representatives, contractors and agents with access to the Strata Lot at all reasonable times on 24 hours' notice from the Vendor in order for the Vendor or its representatives, contractors or agents to rectify any outstanding Deficiencies, and the Purchaser will in no manner interfere with or impede any such person while he/she/they is/are carrying out such work.

16. Access. Except as provided in section 15, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Development prior to the Possession Date without the prior written permission of the Vendor (which the Vendor may withhold in its sole and absolute discretion) and then only if accompanied by a representative of the Vendor. The Purchaser hereby releases the Vendor (including the general partner of the Vendor), the partners of the Vendor (including any general partner of any such partners), and the Registered Owner and their respective directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (all, collectively, the "**Released Parties**") from and against any loss, cost, damage, demand, claim, action, cause of action and liability whatsoever resulting from any act or omission of any one or more of the Released Parties (negligent or otherwise) or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Development prior to the Possession Date, or any act or omission (negligent or otherwise) of the Purchaser or any person on behalf of the Purchaser while within the Development prior to the Possession Date. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties. The indemnity in this section 16 will not merge on, and will survive, the completion of the transaction contemplated in this Contract.

17. Costs/Sales and Transfer Taxes.

(a) The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot.

(b) In addition to the Purchase Price, the Purchaser will be liable for and will pay all applicable property transfer tax, GST, harmonized sales tax and any other federal or provincial sales, service, value added, transition or other tax payable by the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment, appliances, or other extras included in the Purchase Price and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), the *Property Transfer Tax Act* (British Columbia) (the "**PTTA**"), the *Speculation and Vacancy Tax Act* (British Columbia) and any other federal or provincial legislation in respect of the transaction contemplated herein (including, without limitation but for greater clarity, basic property transfer tax payable under section 2 of the PTTA and, if the Purchaser is or will be on the Completion Date a "foreign entity" or "taxable trustee", as defined in section 2.01 of the PTTA, an additional property transfer tax payable pursuant to section 2.02 of the PTTA). The Purchaser will be solely responsible for applying to the appropriate governmental authorities in order to obtain any applicable federal or provincial new housing rebate.

(c) Notwithstanding the foregoing, if the Purchaser is a corporation, trust or partnership which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be liable for, will self-assess and will remit same directly to the Canada Revenue Agency (the "**CRA**"). The Purchaser will indemnify and save harmless the Released Parties from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Released Parties as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Strata Lot contemplated herein. For greater certainty and in addition to the foregoing, the Purchaser's GST certificate will include an indemnity from the Purchaser in favour of the Released Parties on the terms and conditions set out in the preceding sentence

18. Assignment. Without the developer's prior consent, any assignment of this purchase agreement is prohibited. An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the developer with the information and records required under REDMA. For the purposes of this paragraph, "developer" means "Vendor" and "purchase agreement" means "Contract".

The Purchaser may not assign his/her/its/their interest in the Strata Lot or in this Contract without the written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor's sole discretion. Unless the Vendor has consented to an assignment, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor may, at its option, charge an administration fee equal to three percent (3%) of the aggregate of: (a) the Purchase Price, and (b) the amount of any consideration received by the Purchaser from the assignee in respect of the assignment, plus applicable taxes, as consideration for agreeing to an assignment of the Purchaser's interest in the Strata Lot or in this Contract and for any associated legal and administrative costs. In the event that the Purchaser wishes to assign the Purchaser's rights under this Contract to his/her/their spouse, child, sibling or parent, or to a corporation which is wholly owned or controlled by the Purchaser, the Vendor will charge a flat administration fee of $1,000.00 plus applicable taxes, on the condition that the Purchaser first provides the Vendor's Solicitors with such information or documents, including, without limitation, a statutory declaration sworn by the Purchaser, setting out the particulars of and confirming the required relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's Solicitors. In addition to the foregoing, the Vendor may impose such other conditions upon the Vendor's consent to an assignment request by the Purchaser as it may determine in its sole discretion, including, without limitation, that the Purchaser has paid all instalments of the Deposit as required hereunder and is otherwise not in default hereunder. Following any assignment, the assignor will not be relieved of his/her/its/their obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Contract. The Purchaser will not advertise or solicit offers from the public or use the Multiple Listing Service® (MLS) with respect to the resale of the Strata Lot by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld. Before the Vendor consents to an assignment of the Purchaser's interest in the Strata Lot or in this Contract, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following: (i) the party's identity; (ii) the party's contact and business

information; and (iii) the terms of the assignment agreement. Information and records collected by the Vendor must be reported by the Vendor to the administrator designated under the PTTA. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the CRA. The Purchaser and the proposed assignee will give to the Vendor all such information and records and any additional information and records requested by the Vendor pursuant to REDMA or regulations thereto from time to time, and hereby consent to the Vendor making any filings or disclosing the aforesaid information and records as required or permitted by REDMA or regulations thereto, as may be amended from time to time. In addition, the Purchaser and the proposed assignee will give to the Vendor all such information and records and any additional information and records requested by the Vendor pursuant to the Prohibition on the *Purchase of Residential Property by Non-Canadians Act* (Canada), as may be amended from time to time (the "**PPNCA**"), or the regulations thereto, including the *Prohibition on the Purchase of Residential Property by Non-Canadians Regulations*, SOR 2022-250, as may be amended from time to time (the "**PPNCR**"). The Purchaser and any proposed assignee will jointly and severally indemnify and save harmless the Released Parties from any loss, damage, liability, cost and expense (including, without limitation, fines and penalties) suffered by the Released Parties, directly or indirectly as a result of any misrepresentation or false or misleading statement in any information and records provided to the Vendor pursuant to this section 18.

No assignment under this section 18 will be valid until the Vendor has received the applicable administrative fee payable in accordance with this section 18, and the assignor and the assignee have executed and delivered to the Vendor an assumption agreement in favour of the Vendor in the form required by the Vendor and the Vendor has received any additional documents it may require from the assignor, the assignee and/or any other party in connection with its consent to the assignment, including, without limitation, any certificate or other documents necessary or required by the Vendor pursuant to the PPNCA. Notwithstanding the foregoing provisions of this section 18 and regardless of whether or not the Vendor consents in writing to an assignment of this Contract in accordance with this section 18, the Purchaser will not, under any circumstances, assign this Contract in a manner that: (A) qualifies as an "avoidance transaction" as such term is defined under section 2.04 of the PTTA; or (B) contravenes the provisions of the PPNCA or the PPNCR. The Purchaser will indemnify the Released Parties against any damages, losses, duties, levies, fees, penalties, costs and expenses that any of the Released Parties may suffer or incur under the PTTA or any regulation thereunder, or under the PPNCA or the PPNCR, in connection with an assignment of this Contract or otherwise in connection with the transaction contemplated herein

19. Assignment by Vendor. The Vendor will be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Contract without the consent of the Purchaser.

20. Personal Information. The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Contract and otherwise collected by or on behalf of the Vendor, its agents, solicitors, affiliates and service providers for all purposes consistent with the transaction contemplated herein including to: (a) complete the transaction contemplated by this Contract; (b) invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws; (c) facilitate the entering into of a deposit protection contract and release of the Deposit in accordance therewith; (d) facilitate the management of the Development; (e) market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; (f) comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto, REDMA and regulations, rules and policies thereunder or relating thereto, and the PPNCA and the PPNCR, each as may be amended from time to time, and all other applicable laws; and (g) disclose such personal information to the Vendor's affiliates, agents, assignees, partners, business partners, contractors, suppliers, bankers, solicitors, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies and other advisors and consultants in furtherance of the foregoing purposes. The Purchaser also agrees to provide to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, REDMA and regulations, rules and policies thereunder or relating thereto, the PPNCA and the PPNCR, and with all other applicable laws, each as may be amended from time to time, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

21. Notices and Tender.

(a) Any notice or other communication required or desired to be given pursuant to or relating to this Contract will be in writing and delivered in accordance with this section 21. Any notice to the Purchaser may be delivered by the Vendor by any one of the following means, in the sole discretion of the Vendor: (i) by e-mail to the e-mail address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice; (ii) by personal delivery or by registered mail, courier or any other type of third party physical delivery service addressed to the Purchaser at the Purchaser's address set out on page 1 of this Contract, as may be changed only by an Address Change Notice; or (iii) by delivery to the Purchaser's Solicitors by personal delivery, registered mail, courier or any other type of third party physical delivery service or by e-mail. The address and e-mail address for the Purchaser will be as set out on page 1 of this Contract or such other address or e-mail address of which the Purchaser has last notified the Vendor in an Address Change Notice. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. The Vendor will have no duty to further verify the currency of the Purchaser's postal address or e-mail address or the Purchaser's Solicitors' postal address or e-mail address. The Purchaser will notify the Vendor of the name and address of the Purchaser's Solicitors as soon as reasonably possible and in any event well in advance of the Completion Date.

(b) Any notice to be given to the Vendor will be sufficiently given if sent by registered mail, courier or any other type of third party physical delivery service to the address of the Vendor set out on page 1 of this Contract. The Vendor may at any time provide written notice to the Purchaser to use an alternate postal address for delivery to the Vendor, which address will then become the required postal address for delivery of any notices to the Vendor. If the Vendor has obtained actual notice of a notice that was not validly delivered, but instead was delivered to the Vendor by personal delivery, fax, or e-mail, then the Vendor may at any time, in its sole discretion, deem such notice to be valid and delivered in satisfaction of the notice requirements of this Contract.

(c) A notice will be deemed to be received as follows: (i) notice delivered by e-mail is deemed to be received on the date the e-mail is sent; (ii) notice delivered by personal delivery or courier or any other type of third party physical delivery service is deemed to be received on the date of delivery, or the next Business Day if delivered on a Saturday, Sunday or statutory holiday applicable to British Columbia; and (iii) notice delivered by regular mail is deemed to be received on the date which is three Business Days after the mailing thereof.

(d) **The Purchaser acknowledges and agrees that the requirements of this section 21 will affect the timing of the Purchaser's obligations to pay portions of the Deposit and to complete the transaction contemplated in this Contract**.

22. Continuing Construction and Marketing. The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property, or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that, for so long as the Vendor is the owner of any strata lots in the Development, the Vendor and its marketing agents, and its and their affiliates, may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Vendor including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Vendor and its marketing agents and its and their affiliates may conduct tours of the Development from time to time with prospective purchasers and tenants of the Development or the Other Developments and hold events and other activities within the Development in connection with the marketing and sales activities.

23. Prohibition on Purchase of Residential Property by Non-Canadians.

(a) The Purchaser hereby represents and warrants to the Vendor that:

(i) the Purchaser is either:

A. not a "non-Canadian" within the meaning of the PPNCA; or

B. a "non-Canadian" within the meaning of the PPNCA that qualifies for an exception under section 4(2) of the PPNCA; and

(ii) all Supporting Documents (as defined below) provided by the Purchaser to the Vendor are true, complete, accurate and authentic in all respects,

which representations and warranties will remain true, complete and accurate in all respects from the date hereof until, and including, the Completion Date.

(b) The Purchaser will, as soon as reasonably possible and in any event within 48 hours of execution of this Contract by the Purchaser, provide all documentation, records and information (collectively, the "**Supporting Documents**") as may be necessary or required by the Vendor to confirm the truthfulness, completeness and accuracy of the representations and warranties made by the Purchaser pursuant to subsection 23(a). Without limiting the foregoing, if the Purchaser is a corporation, partnership or trust, the Purchaser will provide all governing documents, securities registers, trust agreements, partnership agreements and any other documentation necessary or required by the Vendor to confirm "control" (as defined in the PPNCR) of the corporation, partnership or trust, as applicable. For clarity, the Purchaser acknowledges that the Vendor is relying on the truthfulness, completeness, accuracy and authenticity of the Supporting Documents.

(c) The Purchaser will indemnify and save harmless the Released Parties and the Vendor's Solicitors from and against any loss, cost, fine, penalty, expense, damage, demand, claim, action, cause of action and liability whatsoever (including, without limitation, any fines, penalties and interest imposed under the PPNCA or PPNCR) suffered or incurred by any of the Released Parties and/or the Vendor's Solicitors, directly or indirectly, as a result of any of the representations and warranties in subsection 23(a) being untrue, incomplete, inaccurate or misleading in any respect or any failure by the Purchaser to provide the Supporting Documents as required pursuant to subsection 23(b). The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor is acting as agent for and on behalf of the other Released Parties and the Vendor's Solicitors with respect to obtaining the foregoing indemnity from the Purchaser for the benefit of such Released Parties and the Vendor's Solicitors.

(d) The Purchaser will:

(i) execute, complete and deliver a copy of the certificate (the "**Certificate**") in the form required by the Vendor concurrently with the execution and delivery of this Contract; and

(ii) on or before (but not earlier than three days prior to) the Completion Date, execute, complete and deliver a sworn statutory declaration (which form will be prepared by the Vendor's Solicitors) confirming that the representations and warranties set out in subsection 23(a) and the declarations and certifications contained in the Certificate continue to be true, complete and accurate in all respects.

24. Successors and Assigns. This Contract will enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.

25. **Purchaser Comprising More Than One Party.** If the Purchaser consists of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

26. **Governing Law and Submission to Jurisdiction.** This Contract will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties irrevocably submit and agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

27. **Contractual Rights.** This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land and the Purchaser will not be entitled to register this Contract or any interest arising under this Contract against the Strata Lot or the Lands.

28. **Interpretation.** Unless the context otherwise requires, the words "including" and "include" have the same meaning as the phrases "including without limitation" and "including, but not limited to"; words in the singular include the plural words and words in the plural include the singular; and words in the past present or future tense will be read with such change in tense as required in the context. In this Contract, "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia.

29. **Amendments**. This Contract may not be altered or amended except by an amendment in writing signed by the Vendor and the Purchaser.

30. **Currency**. All payments contemplated herein will be in Canadian funds and all references herein to dollar amounts are references to dollars in the lawful currency of Canada unless otherwise specified. If any payments are made in a currency other than Canadian currency, the funds received will be converted to Canadian funds by the Vendor's Solicitors and the Purchaser will be credited with the Canadian funds actually received by the Vendor's Solicitors at the date of conversion, less any bank fees. The Vendor will not be responsible for any delay in converting such payments, any fluctuations in exchange rates or bank fees or any charges in connection with any conversion or with any fees charged by any initiating, intermediate or receiving financial institutions in connection with any wire transfers.

31. **Waiver**. No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Contract will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under this Contract or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

32. **As-Is, Where-Is Transaction**. Without limiting the generality of Section 12, and except as expressly provided in this Contract, the Purchaser acknowledges and agrees that:

    (a) the Property is being purchased on an "as is, where is" basis;

    (b) the Purchaser has undertaken to its satisfaction such searches, independent investigations, inspections and other due diligence in connection with entering into this Contract, and based solely thereon, has determined to proceed with the transactions contemplated by this Contract;

    (c) all written and oral information provided by any of the Vendor and/or the Companies and their respective directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents (all such persons, collectively, the "**Representatives**") to the Purchaser in connection with the Property has been provided for the convenience of the Purchaser only, and none of the Vendor nor any of the Companies, nor any of their respective Representatives, has made or is making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information other than any representations and warranties expressly set out in this Contract; and

    (d) other than any representations and warranties expressly set out in this Contract, the Vendor, the Companies and their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Property, including, without limitation, with respect to: (i) the Vendor and the Companies' right, title and interest in or to the Property; (ii) the merchantability, marketability, location, condition, description, or fitness for a particular purpose of the Property; (iii) compliance or non compliance with laws or regulations, including environmental rules; (iv) existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Property; and (v) any infringement of intellectual property rights of a third party, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise connected to the Property.

33. **Vendor Liability**. The Purchaser acknowledges and agrees that the Vendor (a) is acting solely in its representative capacity as receiver and manager of all of the assets, undertakings and property of the Companies; and (b) shall have no personal liability under or as a result of entering into this Contract or carrying out the transaction that is the subject of this Contract.

34. **Counterparts and Delivery by Electronic Transmission**. This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same

instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by e-mail in PDF format or by other means of electronic transmission (including, without limitation, through the use of software such as "DocuSign", "Avesdo" and other similar electronic execution software) will be as effective as personal delivery of an originally executed copy of this Contract by such party.

35. Acceptance. The Purchaser's offer herein will be open for acceptance by the Vendor on presentation until 11:59 p.m. (Vancouver time) the third day after the date of this offer and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale (the "**Contract**") and purchase in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE PURCHASER HAS EXECUTED THIS CONTRACT UNDER SEAL THIS _____ DAY OF _____, 20____.

WITNESS: _____ PURCHASER(S): _____ SEAL

_____ SEAL

VENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchaser's offer to purchase contained herein this _____ day of _____, 20_____ (the "**Acceptance Date**").

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

Per: _____
(Authorized Signatory)

APPENDIX J

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

OFFERING MADE UNDER POLICY STATEMENT 6
ADEQUATE ARRANGEMENTS – UTILITIES AND SERVICES

The *Real Estate Development Marketing Act* states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the developer has made adequate arrangements to ensure payment of the cost of utilities and other services associated with the development units, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.

The Superintendent has held in the past that if the developer has obtained a satisfactory financing commitment, the developer is deemed to have made adequate arrangements for the purpose of installing utilities and services associated with the development units. In such case, no further terms and conditions are applicable to the marketing of the development units. Pursuant to Policy Statement 6, the Superintendent will accept for filing Disclosure Statements if a developer has not obtained a satisfactory financing commitment, provided that:

(a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;

(b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:

(i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or

(ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

(c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:

(i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;

(ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory

financing commitment is no more than 10% of the purchase price; and

(iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

Please see Sections 6.2, 7.1, 7.2 and Exhibit "K" below in respect of the above requirements.

CHLOE

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CHLOE

1. THE DEVELOPER

1.1 The Developer

(a) 1076255 B.C. Ltd. (the "**Nominee**") is the registered owner of the Lands (as defined in subsection 2.1(a)). The Nominee is a company incorporated under the *Business Corporations Act* (British Columbia) on May 18, 2016 under number BC1076255.

(b) Lightstone Development Ltd. (the "**Beneficial Owner**") is the beneficial owner of the Lands. The Beneficial Owner is a company incorporated under the *Business Corporations Act* (British Columbia) on July 20, 2016 under number BC1083494.

(c) The Nominee, being 1076255 B.C. Ltd., and the Beneficial Owner, being Lightstone Development Ltd., are together referred to as the "**Developer**" herein.

(d) The Nominee is the registered owner of the Lands as bare trustee, nominee and agent for the Beneficial Owner. The Beneficial Owner has irrevocably appointed the Nominee to act as the registered owner of the Development (as defined in subsection 2.1(a)), the Lands and the Strata Lots (as defined in subsection 2.1(c)) and as its lawful agent with full power and authority to execute and deliver Purchase Agreements (as defined in Section 7.2), together with any amendments thereto and to execute and deliver all such other documents as are contemplated by the Purchase Agreements, as the binding obligation of the Developer.

1.2 Purpose and Assets

The Nominee was incorporated for the purposes of holding title to the Lands. The Beneficial Owner was formed specifically for the purposes of developing the development described herein. The Nominee holds legal title to property in addition to the Lands. The Lands are the sole asset of the Beneficial Owner, Lightstone Development Ltd.

1.3 Registered and Records Office Address

The following is the registered and records address of the Beneficial Owner and Nominee:

#1530 - 1200 West 73rd Avenue
Vancouver, BC V6P 6G5

1.4 Directors

The directors of the Nominee and the Beneficial Owner are Ying Zheng Yu and Xiao Song Zheng.

1.5 Developer's Background

For the purposes of this Section 1.5, "principal holder" means any person holding directly or indirectly more than 10% of any class of voting securities of the Developer.

(a) **Background**

As noted above, the directors of the Nominee and Beneficial Partner are Ying Zheng Yu and Xiao Song Zheng. The officer of the Nominee and Beneficial Owner is Xiao Song Zheng.

As noted above, the Beneficial Owner was formed specifically for the purposes of developing the development described herein and property adjacent to the development described herein, and do not have any other experience in the development industry. The Nominee was incorporated for the purposes of holding title to the Lands as well as property adjacent to the Lands and does not have any other experience in the development industry. Certain directors and officers of the Beneficial Owner and the Nominee have been involved in the development industry for at least 16 years, as described below.

The following table outlines the nature and extent of the experience that the directors and officers, as applicable, of the Nominee and Beneficial Owner have in the development industry:

Name and Position Held with the Developer	Years of experience	Previous experience in the development industry
Xiao Song Zheng, Director of the Nominee and Beneficial Owner and officer (President)	16 years	Xiao Song Zheng has approximately 16 years of experience in real estate development with a principal occupation of developer. To date, the real estate development experience of Xiao Song Zheng has been focused primarily on the design of apartments in British Columbia and China.
Ying Zheng Yu, Director of the Nominee and Beneficial Owner.	17 years	Ying Zheng Yu has approximately 17 years of experience in real estate development with a principal occupation of investor and developer. To date, the real estate development experience of Ying Zheng Yu has been focused primarily on the design of apartments in British Columbia and China.

(b) **Penalties and Sanctions – Developer**

To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer, or any principal holder of the Developer has, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) **Bankruptcy and Insolvency**

To the best of the Developer's knowledge, none of the Developer, any principal holder of the Developer, or any director or officer of the Developer, was, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or

compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

(d) **Penalties and Sanctions – Other Developer**

To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, nor any director or officer of the principal holder has, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

(i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

(ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflict of Interest

The Developer is not aware, to the best of the Developer's knowledge, of any existing or potential conflicts of interest among the Developer, manager, any directors, officers, and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Strata Lots in connection with the Development which could reasonably be expected to affect a purchaser's purchase decision, except the following:

(a) the Developer or one or more entities affiliated with the Developer will be the legal and beneficial owner of the Remainder (defined in subsection 2.1(d)) which lands will be formed upon the filing of the Airspace Plan (defined in subsection 2.1(a)). The Developer intends to construct the Commercial Development (as defined in subsection 2.1(d)) within the Remainder, and if constructed, the Commercial Development will form part of the Complex (defined in subsection 2.1(c)). The Developer may complete, in its sole discretion, the Commercial Development concurrently with, prior or subsequent to, the construction of the Development. Upon completion of the Commercial Development (as defined in subsection 2.1(d)), the Developer may retain, market and sell, or lease the Commercial Development and/or the units contained therein. It is also anticipated that there will be an agreement dealing with reciprocal easements for support, access and use of common areas, utilities and costs between the Development and the Commercial Development. For further information on this please see subsection 2.1(d), Section 4.4 (Proposed Encumbrances), and Section 7.4 (Other Material Facts);

(b) it is intended that the Developer and its marketing agents will be entitled to carry out, for such period as the Developer determines in its sole discretion, marketing of the Development and/or the Commercial Development, marketing and sales activities within the Common Property and any Strata Lots owned or leased by the Developer,

including without limitation, signage relating to same. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with such marketing and sales activities. In connection with the foregoing, the Developer may cause the Strata Corporation to enter into a marketing license agreement with the Developer; and

(c) the Parking Stalls, Bicycle Storage Lockers, and Storage Lockers (as those terms are defined in subsections 3.6(a)(i), 3.6(b), and 3.6(a)) in the Development are intended to be leased by the Developer to the Tenant (as defined in subsection 3.6(a)), an entity related to the Developer. It is intended that the Tenant will make partial assignments to purchasers of the Tenant's interest in particular Parking Stalls, Bicycle Storage Lockers, and/or Storage Lockers, if any, assigned to individual purchasers by the Developer. In addition, the Tenant may assign to the owners and occupants of the Strata Lots the Tenant's interest in any particular Parking Stall, Bicycle Storage Locker or Storage Locker, on the terms established from time to time by the Tenant, without compensation to the owners of the Strata Lots, as more particularly described in subsection 3.6(a).

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Legal Description

The development to be known as "Chloe" (the "**Development**") will be located on a portion of the lands currently legally described as follows:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

(the "**Lands**")

The Developer intends to file in the New Westminster Land Title Office (the "**Land Title Office**") an airspace subdivision plan (the "**Airspace Plan**"), substantially in accordance with the preliminary airspace sketch plan attached as Exhibit "A" (the "**Preliminary Airspace Plan**"), which Airspace Plan will subdivide the Lands, as shown in the Preliminary Airspace Plan, to create the following parcels:

(i) airspace parcel (the "**Airspace Parcel**"); and

(ii) the remainder (the "**Remainder**").

Upon the filing of the Airspace Plan, each of the Airspace Parcel and Remainder will be registered in the name of the Nominee. Subsequent to the filing of the Airspace Plan, the Developer intends to file in the Land Title Office a strata plan (the "**Final Strata Plan**") that will subdivide the Airspace Parcel to create the Strata Lots and the Common Property (both terms defined in subsection 2.1(c)) comprising the Development. The Developer intends that the Final Strata Plan will be substantially in accordance with the preliminary strata plan (the "**Preliminary Strata Plan**") attached as Exhibit "B".

(b) Street Address of the Development

As of the date of this Disclosure Statement, the Strata Lots located within the Building (as defined in subsection 2.1(c)) are intended to be municipally described as separate units located at 2096 West 47th Avenue, Vancouver, British Columbia. The Developer anticipates that the addresses of the Strata Lots within the Development will be assigned by the City of Vancouver (the "**City**") prior to the filing of the Final Strata Plan. The municipal address(es) of the Strata Lots and/or the Development may be changed by the City during the course of completion of the Development.

(c) The Development

As shown on the Preliminary Airspace Plan, it is intended that the Development will form a part of a larger, mixed-use residential and commercial complex (the "**Complex**") that will be constructed within the Lands. It is intended that the Development will consist of one four (4) storey concrete building (the "**Building**") that is connected to the Remainder and a two (2) level below grade parking facility (the "**Parking Facility**"), which Parking Facility will be partially located within the Airspace Parcel and partially within the Remainder. For further details regarding the general composition of the Complex and the Parking Facility, please see subsection 2.1(d) and Section 3.6.

The Developer intends that the Development will be wholly located within the Airspace Parcel and will consist of, generally: portions of the Parking Facility; portions of the ground floor of the Building; substantially all the floors within the Building located above the ground floor, and those other areas within the Airspace Parcel as shown on the Preliminary Airspace Plan. For further details regarding the above, please see subsection 2.1(d).

The Developer intends that the Development will be a residential development consisting of 48 strata lots (each a "**Strata Lot**" and collectively, the "**Strata Lots**"). Each Strata Lot will initially be registered in the name of the Nominee upon the filing of the Final Strata Plan. The Strata Lots will be owned individually and located within the Building as shown on the Preliminary Strata Plan attached hereto as Exhibit "B". All of the Strata Lots are being marketed by the Developer under this Disclosure Statement.

It is intended that a lobby within the ground floor of the Building (the "**Lobby**") and the Parking Facility will provide access to two passenger elevators (collectively, the "**Elevators**") as shown on the Preliminary Airspace Plan and Preliminary Strata Plan that will provide access to all of the Strata Lots. In addition, it is further intended that the Elevators and the Lobby will be available for the exclusive use of the owners, tenants, occupants and invitees of the Strata Lots.

It is intended that the Development will consist of the following types of Strata Lots:

Type of Strata Lot	Number of Strata Lots
1 Bedroom	14
2 Bedroom	26
3 Bedroom	8
Total Strata Lots	**48**

The Developer reserves the right, in its sole discretion, to not market and offer for sale one or more of the above types of Strata Lots and/or to market and offer for sale more or fewer of the above types of Strata Lots and/or one or more additional types of Strata Lots.

Subject to the encumbrances referred to in Section 4.3 and Section 4.4 and any restrictions outlined in this Disclosure Statement and the Proposed Bylaws (defined in Section 3.5), each of the owners of the Strata Lots will also be entitled to a proportionate share of the common property (the "**Common Property**") of the Development, other common facilities, and other assets of the Strata Corporation (defined in Section 3.2 below), which the owners of the Strata Lots will own as tenants-in-common.

The proposed layout of the Development and the approximate dimensions and location of the Strata Lots are set out in the Preliminary Airspace Plan and Preliminary Strata Plan which are attached hereto as Exhibit "A" and Exhibit "B", respectively. The size and locations of the Strata Lots shown on the Preliminary Airspace Plan and Preliminary Strata Plan, and in any sales brochures or other marketing materials, are provided for information purposes only, and are not represented as being the actual final areas, sizes or locations of the Strata Lots. The Final Strata Plan will be prepared upon completion of construction of the Development. The sizes and locations of the Strata Lots and the sizes and locations of the Common Property and the Limited Common Property (defined in Section 3.4) on the Final Strata Plan may vary from those shown on the Preliminary Airspace Plan and/or Preliminary Strata Plan.

The Developer reserves the right to make amend the features and designs as set out in the Preliminary Airspace Plan, Preliminary Strata Plan and to the architectural plans and specifications of the Strata Lots or the Development. The Developer may use alternative materials or finishes, as may be necessary or desirable in the opinion of the Developer or its architect. The Developer also reserves the right to amend the size, number and type of Strata Lots (including increasing or decreasing the number of Strata Lots), Parking Stalls, Storage Lockers and/or Bicycle Storage Lockers for the Development, to combine two or more Strata Lots into a single Strata Lot, to subdivide single Strata Lots into two or more Strata Lots, to renumber the Strata Lots, Parking Stalls, Storage Lockers and/or Bicycle Storage Lockers or to renumber the unit numbers assigned to the Strata Lots, and to amend the locations, layouts, configurations, contents and sizes of any Common Property and/or Limited Common Property prior to filing the Final Strata Plan relating to the Development without notice, compensation to or consent from the Strata Corporation and the purchasers of the Strata Lots.

(d) Commercial Development and Shared Parking

It is intended that a commercial development (the "**Commercial Development**") may be constructed within the Remainder and may include: (a) commercial and retail units which will be located within the Remainder, and in part, within the Building; and (b) maintenance, parking and storage for the owners, tenants, guests and invitees of the units within the Commercial Development which will be located within the Remainder, Parking Facility and the Building.

Despite being located adjacent to the Development but partially within the Building and Parking Facility, the Commercial Development will not be included on the Final Strata Plan and will effectively be a neighbour to the Development. Accordingly, the Commercial Development will not be part of the Strata Corporation (defined in Section 3.2) of the Development.

It is intended that the Development and the Commercial Development will each rely upon the other for structural support and will share various areas, including portions of the Parking

Facility, equipment, mechanical and electrical systems, telecommunications, loading and landscaped areas, facilities and certain other things located within the Complex, and that the relationship between the Development and the Commercial Development will be governed not by the *Strata Property Act* (British Columbia) (the "***Strata Property Act***"), but by an airspace agreement (the "**Airspace Agreement**") registered against titles to the Strata Lots, Common Property and the Remainder, and any other registered or unregistered agreements which the City or the Developer requires in its sole discretion, which Airspace Agreement, and other agreements if applicable, may contain provisions, covenants, easements and/or equitable charges regarding support, access and use of shared areas, management, maintenance, cost-sharing and/or insurance requirements. For further details regarding the shared use of the Parking Facility, see subsection 3.6(c) and Section 4.4.

Notwithstanding any intention to the contrary expressed in this subsection 2.1(d), the Developer reserves the right in its sole discretion to implement any other method or arrangement that will govern the relationship between the Development and the Commercial Development including how the Parking Facility will be accessed and/or shared which method or arrangement may be based on easements, covenants, equitable charges and other registered agreements and/or unregistered agreements including leases, licenses and cost sharing agreements. For further details, see Sections 3.3, 3.6, 4.4 and 7.4.

Notwithstanding any intention to the contrary expressed in this subsection 2.1(d), the Developer reserves the right in its sole discretion to: (i) not construct the Commercial Development within the Remainder; (ii) delay the construction of the Commercial Development and/or modify any plans in connection therewith; (iii) modify any plans relating to the Complex, including the location and size of its components including the Parking Facility; (iv) construct any type of development(s) within the Remainder, including condominium, commercial and retail developments which developments may include units intended to be used for commercial and/or residential uses; (v) sell and/or lease the Remainder or any part thereof to any party in its sole discretion; and/or (vi) further subdivide all or any part of the Remainder by airspace subdivision or strata plan. Without limiting the foregoing, if the Developer, in its sole discretion, subdivides the Remainder by way of the deposit of a strata plan with the Land Title Office to create strata lots, common property and a strata corporation in respect of same, then any agreements contemplated herein with the owner of the Remainder or charges contemplated to be registered against or in favour of the Remainder may, respectively, be agreements with the owner(s) of such strata lots and/or the strata corporation and charges registered against or in favour of such strata lots and/or common property.

2.2 Permitted Use

The zoning applicable to the Lands is, as of the date of this Disclosure Statement, C-2 (the "**C-2 Zone**") pursuant to the City of Vancouver Bylaw No. 3575 (the "**Bylaw**"). An excerpt of the Bylaw setting out the permitted uses and any conditions in respect of same relating to the C-2 Zone is attached as Exhibit "C". The Bylaw confirms that Multiple Dwelling, which is defined to include a building containing only three or more dwelling units, is a conditional approval use. As a result, the Lands may be used for Multiple Dwelling, as defined in the Bylaw, if the Director of Planning has approved such use. The Developer intends that the Lands be used as Multiple Dwelling as contemplated above. As a result, the Lands may be used as noted above subject to any required approvals and conditions noted in the excerpt attached hereto as Exhibit "C".

As shown in the excerpt of the Bylaw attached hereto as Exhibit "C", there are several other permissible uses and conditional approval uses of the Development, some of which are subject to certain conditions outlined in the Bylaw, beyond those intended by the Developer, including (without limitation):

- Multiple Conversion Dwelling
- Accessory Buildings
- Arts and Culture Indoor Event
- Retail stores
- Bowling Alley
- Museum or Archives
- Swimming Pool
- Financial Institution
- Health Care Office
- Barber Shop or Beauty Salon
- Print Shop
- Repair Shop – Class B
- Restaurant – Class 1
- Child Day Care Facility

As noted in Section 2.1, it is intended that a portion of the Complex will be comprised of certain commercial and retail components which are intended to be used for non-residential uses in compliance with and as contemplated within the Bylaw.

For more information regarding the zoning applicable to the Development and the permissible uses of the Strata Lots, please contact the City of Vancouver Home, Property and Development Department by phone at 311 (within Vancouver) or 604-873-7000 (outside Vancouver, online at http://www.vancouver.ca or in person at the City's Development and Building Services Centre located at 515 West 10th Avenue, Vancouver, B.C.

All Strata Lots are intended to be for residential use only and such use will be subject to the restrictions contained in the bylaws of the Strata Corporation (a copy of the Proposed Bylaws (as defined in Section 3.2) are attached as Exhibit "E"), the City of Vancouver zoning, other bylaws applicable to the Development, any development permits or related authorizations issued by the City in respect of the Development, the existing and proposed encumbrances referred to in Sections 4.3 and 4.4, and applicable laws of general application.

2.3 Phasing

The Development is not part of a phased strata plan.

3. STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement of a strata lot is a figure indicating the strata lot owner's share in the common property and assets of the strata corporation, and is used to determine each strata lot owner's contribution to the expenses of the strata corporation. The unit entitlement (collectively, the "**Unit Entitlements**" and individually, a "**Unit Entitlement**") for the Strata Lots is calculated according to the habitable area of each Strata Lot in square metres, rounded to the nearest whole number. The habitable area is defined in the *Regulations* to the *Strata Property Act* as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space". A proposed Schedule of Unit Entitlement is attached as Exhibit "D" to this Disclosure Statement. The calculation of

Unit Entitlement set out in Exhibit "D" is based on the Preliminary Strata Plan and may vary when calculated on the basis of the surveyed Final Strata Plan for the Development.

3.2 Voting

There will be one strata corporation (the "**Strata Corporation**") in respect of the Strata Lots created upon the filing of the Final Strata Plan in the Land Title Office. Each Strata Lot will have one (1) vote in the Strata Corporation.

3.3 Common Property and Facilities

It is intended that the Common Property of the Development will include the:

(i) Lobby;

(ii) Elevators;

(iii) Amenities (defined below);

(iv) a garbage/recycling area;

(v) driveway aisles;

(vi) ramps;

(vii) walkways;

(viii) stairways;

(ix) hallways and corridors;

(x) a cable room;

(xi) exhaust ducts;

(xii) water entry;

(xiii) electrical room(s);

(xiv) a generator room and related systems and additional service facilities and equipment such as transformers;

(xv) fire protection systems and equipment;

(xvi) mechanical and electrical systems and equipment;

(xvii) ducts, vents and fans;

(xviii) loading bays;

(xix) mailbox area;

(xx) The Parking Facility, including the Parking Stalls, Bicycle Storage Lockers, Bike Racks, and Storage Lockers (as defined in Section 3.6); and

(xxi) any other such facilities or equipment and other assets of the Strata Corporation and areas of Common Property which will be located generally as shown or indicated on the Preliminary Strata Plan attached as Exhibit "B"

The Developer reserves the right to designate portions of the Common Property as Limited Common Property (as defined in Section 3.4) on the Final Strata Plan, or as part of the Remainder on the Airspace Plan. Use of the Common Property is subject to the bylaws of the Strata Corporation, the *Strata Property Act*, any designations of Common Property as Limited Common Property and any licences, easements, options to lease, leases, rights-of-way or covenants described in this Disclosure Statement which are granted by the Developer prior to registration of the Final Strata Plan or by the Strata Corporation once the Final Strata Plan is registered in the Land Title Office and the Strata Corporation is formed.

It is expected that the cost of operating and maintaining those portions of the Common Property available for use by the owners of Strata Lots will be shared by the owners of the Strata Lots and included in their monthly assessments although certain portions of the Common Property may be subject to use by the Commercial Development pursuant to the Airspace Agreement, the Parking Easement (as defined in subsection 3.6(c)) or other related agreements, in which case the costs associated with operating and maintaining those portions of the Common Property may be shared with the Commercial Development.

(a) Amenities

As shown on the Preliminary Strata Plan, the Developer intends that the following amenities will be included within the Development and will form part of the Common Property of the Strata Corporation:

(i) a fitness facility, music room, amenity lounge and a multi-purpose lounge which includes a kitchen and dining area; and

(ii) amenity terrace located on the rooftop.

(collectively, the "**Amenities**").

It is intended that the concierge will be available 8 hours per day, 6 days per week, although these hours are subject to change at the Developer's sole discretion. The Developer advises that the continuation of the provision of the concierge service following the transfer of Strata Lots to purchasers is not guaranteed and the Developer cannot make any assurances about the availability of the concierge services on a continuity basis. It is intended that access to the Amenities will be limited to residents, tenants, and guests of the Strata Lots.

Notwithstanding any intention to the contrary expressed in this subsection 3.3(a), the Developer reserves the right in its sole discretion to: (i) not construct any amenity facilities within the Development including the Amenities or only construct some of the Amenities; (ii) delay the construction of any of the Amenities and/or modify any plans in connection therewith including the types of amenities constructed; (iii) include such furnishings and equipment in the Amenities as it chooses in its sole discretion; and (iv) amend the location, size or type of amenities included within the Amenities.

3.4 Limited Common Property

(a) Limited Common Property

Limited common property ("**Limited Common Property**") means areas within the Common Property that are intended to be used exclusively by one or more Strata Lot owners. Any additional repair or maintenance expense created thereby will be paid by such owner(s) on the basis of such owners' Unit Entitlement except as provided for in the bylaws of the Strata Corporation. The Developer will designate Limited Common Property upon deposit of the Final Strata Plan. It is intended that these areas will be as shown on the Preliminary Strata Plan attached as Exhibit "B", but generally includes balconies and decks as more particularly shown on the Preliminary Strata Plan attached hereto as Exhibit "B". Such designations may only be removed by unanimous vote resolution of the members of the Strata Corporation.

The Strata Corporation is responsible for maintaining the Common Property, including limited common property. However, pursuant to the *Strata Property Act*, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of limited common property which they use. Pursuant to the Proposed Bylaws (defined in Section 3.5 below), an owner of a Strata Lot is responsible for maintaining and repairing Limited Common Property which such owner uses, except the following, which the Strata Corporation shall repair and maintain:

(iii) all limited common property other than that identified below in paragraphs (A) through (F) and in Bylaw 3 of the Proposed Bylaws (defined in Section 3.5 and attached hereto as Exhibit "E"), but the duty to repair and maintain it is restricted to repair and maintenance that, in the ordinary course of events, occurs less often than once a year, and

(iv) the following limited common property, no matter how often the repair or maintenance ordinarily occurs:

A. the structure of a building;

B. the exterior of a building;

C. terraces, roof terraces, chimneys, stairs, balconies and other things attached to the exterior of a building;

D. doors, windows and skylights on the exterior of a building or that front on the common property;

E. fences, railings and similar structures that enclose terraces, roof terraces, balconies and yards; and

F. planting beds and lawn areas.

(b) Changes to Limited Common Property Designations

The Developer reserves the right in the Developer's sole and absolute discretion to revise any designation of Limited Common Property shown on the Preliminary Strata Plan and/or to designate additional areas as Limited Common Property for one or more Strata Lots prior to the deposit of the Final Strata Plan with the Land Title Office.

3.5 Bylaws

The proposed bylaws of the Strata Corporation will be substantially those set out under the cover of the proposed Form Y Notice of Different Bylaws in Exhibit "E" (the "**Proposed Bylaws**") attached to this Disclosure Statement. The bylaws will be filed in the Land Title Office concurrently with the deposit of the Final Strata Plan.

The Proposed Bylaws of the Strata Corporation contain, among other provisions, provisions that:

(a) impose limitations on the use of Strata Lots generally (Bylaws 4 and 41);

(b) impose limitations and conditions related to pets being permitted to be kept upon or within the Strata Lots and in or on the Common Property (Bylaw 5);

(c) prohibit certain short-term accommodation (Bylaw 4.5);

(d) impose limitations and conditions related to alterations to Strata Lots and Common Property (Bylaws 8 to 10, inclusive);

(e) impose limitations regarding display of real estate signs and viewing the Common Property for the sale or rental of a Strata Lot (Bylaw 37);

(f) impose limitations on the use of parking and storage areas (Bylaws 42 to 46, inclusive);

(g) impose limitations and conditions regarding refuse (Bylaw 48);

(h) contain general restrictions regarding the Strata Lots and the Common Property (Bylaw 50);

(i) impose limitations on smoking and vaping on or within the Development (Bylaw 51); and

(j) impose limitations and conditions on marketing activities by the Developer (Bylaw 53).

3.6 Parking and Storage Areas

(a) Parking

As noted in subsection 2.1(c), it is intended that the Parking Facility will be located partially within the Airspace Parcel and partially within the Remainder as shown on the Preliminary Airspace Plan. It is further intended that the Parking Facility will include related driveway aisles, exits, stairwells and refuge spaces for ingress and egress from the Parking Facility.

(i) Parking Facility

The Developer intends that the Development will be allocated approximately 65 parking stalls and one (1) motorcycle stall (individually, a "**Parking Stall**" and collectively, the "**Parking Stalls**"), which Parking Stalls, it is intended, will generally be located within the portion of the Parking Facility located within the Airspace Parcel. As shown on the Preliminary Strata Plan, the Developer intends that a security gate will be included within the Parking Facility that will restrict access to the Parking Stalls to residents and guests of residents of the Strata Lots.

(ii) Electric Vehicle Stalls

it is anticipated that 51 of the Parking Stalls will be available for use by electric vehicles and each will be equipped with a 208 - 240 volt energized outlet capable of providing level 2 charging or higher according to the SAE International's J1772 standard (the "**EV Stalls**") The use of the EV Stalls will be subject to the bylaws of the Strata Corporation in place from time to time, as provided in more detail in Section 3.5 hereof, and any lease, option to lease or partial assignment of lease in respect of the Parking Stalls. The Developer reserves the right, in its sole discretion to change the number of EV Stalls available, or vary the type of charging compatibility of the EV Stalls as outlined in this Section 3.6. The locations and allocation, including manner of allocation, of the EV Stalls will be determined by the Developer in its sole discretion. Any electricity that is consumed as a result of the use of an EV Stall or after an addition of a charging station is expected to be metered individually for individuals (the "**Electricity Costs**"). As a result, the Electricity Costs will be combined with each Strata Lot's general electricity use and billed directly to each respective Strata Lot. The Developer reserves the right, in its sole discretion, to vary how the Electricity Costs are invoiced to Strata Lots, including directly to the Strata Corporation, which may be apportioned equally to Strata Lots, as applicable. As a result, the Strata Corporation may also charge a user fee for the use of an EV Stall.

(iii) Disabled Stalls

It is intended that two (2) of the Parking Stalls will be marked and for the use of persons with disabilities (the "**Disabled Stalls**"). The allocation of the Disabled Stalls may be done by the Developer in its sole discretion. The Parking, Bicycle Storage Locker/Storage Locker Lease (as defined below) will provide that the Disabled Stalls will be allocated on a first-come, first-served basis, for use by the owners of the Strata Lots who are eligible to receive (or whose spouse, dependent child or tenant residing in the applicable Strata Lot is eligible to receive) a disabled person's parking permit from the applicable government authority for use of parking stalls designed for use by persons with a disability.

The Disabled Stalls may be partially assigned to, and used by, Strata Lot owners who do not qualify for the use of disabled parking stalls. However, the Parking, Bicycle Storage Locker/Storage Locker Lease (as defined below) will require that if a Strata Lot owner, or his or her spouse, dependent child or tenant qualifies for the use of a disabled parking stall, then a Strata Lot owner who does not qualify for the use of a disabled parking stall but who has been assigned a Disabled Stall will exchange that Disabled Stall for the Parking Stall assigned to the Strata Lot owner who qualifies for the use of a disabled parking stall pursuant to the terms in the Parking, Bicycle Storage Locker/Storage Locker Lease.

(iv) Parking Garages

The Developer may include up to 13 parking garages within the Parking Facility that will include two (2) Parking Stalls and a Storage Locker (as defined below) (individually, a "**Parking Garage**" and collectively, the "**Parking Garages**"). The Developer, in its sole discretion, may offer a Parking Garage to Strata Lot owners at the time of entering into a Purchase Agreement which will convert two (2) Parking Stalls and a Storage Locker into a Parking Garage at an additional cost to be determined by the Developer, in its sole discretion. The Developer reserves the right, in its sole discretion, to amend the size, number and type of Parking Garages (including increasing or decreasing the number of Parking Garages) or to not construct the Parking Garages.

(b) Bicycle Storage Lockers, Bike Racks and Storage Lockers

It is intended that the Development will include 13 bicycle lockers (individual, a "**Bicycle Storage Locker**" and collectively, the "**Bicycle Storage Lockers**") and 35 storage lockers (individually a "**Storage Locker**" and collectively, the "**Storage Lockers**", and collectively with the Bicycle Storage Lockers, the "**Lockers**") that are expected to be located in the Parking Facility. It is anticipated that the Lockers will be designated as Common Property (as shown on the Preliminary Strata Plan attached as Exhibit "B") subject to terms of an option to lease or lease in favour of an entity related to the Developer. The Developer also intends that the Development will contain approximately 60 bicycle storage spaces (collectively, the "**Bike Racks**") that are expected to be located in two separate bicycle rooms in the Parking Facility. It is anticipated that the Bike Racks will be designated as Common Property (as shown on the Preliminary Strata Plan attached as Exhibit "B") and will be allocated and maintained by the Strata Corporation, in its sole discretion.

The size of the Lockers and Bike Racks is to be determined by the Developer in its sole discretion. It is anticipated that the Lockers will be designated as Common Property subject to the terms of an option to lease or lease in favour of an entity related to the Developer. Notwithstanding the foregoing, the Developer reserves the right, in its sole discretion, to allocate the exclusive use of any of the Lockers and/or Bike Racks, or one or more portions thereof, to one or more purchasers of Strata Lots by any method the Developer may determine without consultation of any purchasers of the Strata Lots and in its sole discretion. Any Locker allocated will be determined by the Developer in its sole discretion.

(c) Parking, Bicycle Storage Locker/Storage Locker Lease

It is intended that the Parking Stalls and Lockers will be leased by the Developer to a tenant that is related to the Developer (the "**Tenant**") pursuant to a lease (the "**Parking, Bicycle Storage Locker/Storage Locker Lease**"), the preliminary form of which is attached to this Disclosure Statement as Exhibit "F", to be entered into prior to registration of the Final Strata Plan. The Developer may cause the Tenant to assign the right to the sole use of any of the available Parking Stalls to the owners of the Strata Lots on terms established by the Developer. The Parking/Bicycle Storage Locker/Storage Locker Lease may require the re-allocation of the Disabled Stalls if needed by someone requiring a disabled stall. The Parking Stalls and Lockers will be allocated by the Developer, in its sole discretion, without consultation of any purchasers of the Strata Lots and in its sole discretion.

While the Developer currently intends to designate the Parking Stalls by partial assignments of rights under the Parking/Bicycle Storage Locker Lease, the Developer may, in its sole discretion, allocate any Parking Stalls for the exclusive use of one or more individual Strata Lot owners, on such terms as the Developer may determine using one or more of the following methods:

(i) partial assignment of rights under a lease;

(ii) designation on the Final Strata Plan as Limited Common Property to specific Strata Lots, upon filing of the Final Strata Plan;

(iii) designation on the Final Strata Plan as Limited Common Property to specific Strata Lots after the filing of the Final Strata Plan and before the first annual general meeting of the Strata Corporation in accordance with section 258 of the *Strata Property Act*; or

(iv) such other method as the Developer may determine.

The use of Parking Stalls will always be subject to the bylaws of the Strata Corporation in place from time to time, as provided in more detail in Section 3.5 hereof, and any lease, option to lease or partial assignment of lease in respect of the Parking Stalls.

Although it does not intend to do so as of the date of this Disclosure Statement, if the Developer chooses to allocate the Parking Stalls in accordance with Section 3.6(c)(iii) above, the Developer is not required to act with a view to the best interests of the Strata Corporation but must act honestly and in good faith and exercise the care, diligence and skill of a reasonable prudent person in comparable circumstances. Such a designation of Parking Stalls does not require approval by a resolution at an annual or special general meeting. On this basis, the Developer hereby reserves the right to allocate any of the Parking Stalls as Limited Common Property to specified Strata Lots for the exclusive use by the owners of one or more Strata Lots or otherwise as may be determined by the Developer, up to the first annual general meeting after the filing of the Final Strata Plan.

The number, location, size and layout of the Parking Stalls and/or Lockers is to be determined by the Developer in its sole discretion. Further, the number and size of the Parking Stalls and/or Lockers is subject to change by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots or owners of the Strata Lots in the Development, as the case may be. The Parking Stalls may be small car stalls, have limited overhead capacity, may be marked for the use of persons with disabilities. Further, Parking Stalls and Lockers may vary in size, shape or may partially be obstructed by columns, pipes, ducts, electrical or mechanical equipment, or other equipment necessary to the operation of the Development. Certain Strata Lots may not be allocated the option of acquiring a Parking Stall designated to such Strata Lot.

(d) Shared Use of Parking Facility

As noted in subsection 2.1(d), it is intended that the Development and the Commercial Development will share portions of the Parking Facility as follows:

1. the occupants and guests of the Development will have the non-exclusive use of certain driveway aisles, exits, stairwells, ramps and refuge spaces located within the portion of the Parking Facility within the Remainder for various purposes including accessing certain mechanical systems located within such portion of the Parking Facility and ingress and egress to the portion of the Parking Facility within the Airspace Parcel; and

2. the occupants and guests of the Commercial Development will have the non-exclusive use of certain driveway aisles, exits, stairwells, ramps and refuge spaces located within the portion of the Parking Facility within the Airspace Parcel for various purposes including accessing certain mechanical systems located within such portion of the Parking Facility

(the above-referenced shared areas being collectively referred to as the "**Shared Areas**").

It is further intended that the use of the Shared Areas by the occupants and guests of the Development and Commercial Development, respectively, will be secured by way of easement(s) registered against the Remainder and Airspace Parcel, as applicable, in favour of

the other parcel (the "**Parking Easement**") as described further in subsection 4.4(f), which Parking Easement may be contained within the Airspace Agreement. The Developer reserves the right, in its sole discretion, to secure the use of the Shared Areas by any other means available to the Developer and to allocate the exclusive use or shared use, of any other areas within the Airspace Parcel to the Commercial Development.

3.7 Furnishings, Equipment and Appliances

The following equipment/furnishings may be included in the purchase of each Strata Lot:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and dryer	[f]	wall oven		

The Developer reserves the right in its sole discretion to not include any of the above items or replace certain items with other equipment/furnishings. The above items will not be encumbered except to the extent of any mortgage registered in the Land Title Office and any general security agreement filed under the *Personal Property Security Act*. Any filings under the *Personal Property Security Act* are expected to be released upon payment in full of the construction financing obtained by the Developer which may not occur until after all of the strata lots/units have been sold in the Development and Commercial Development. The Developer will determine, in its sole discretion, whether the Strata Lots will include window blinds, rollers or shades.

Any manufacturer's warranty for appliances and equipment whether located in the Strata Lots or on the Common Property will be passed on to the purchaser or the Strata Corporation if and to the extent permitted by such warranty.

3.8 Budget

The estimated interim operating budget (the "**Interim Budget**") of the Strata Corporation for the 12 month period beginning on the first day of the month following the month in which the first conveyance of a Strata Lot to a purchaser occurs is attached hereto as Exhibit "G". The monthly allocation of the Interim Budget amongst the Strata Lots is set out in the schedule attached as Exhibit "H" and is calculated in proportion to the Unit Entitlement figure (see Exhibit "D") for each Strata Lot relative to the aggregate Unit Entitlement of all Strata Lots. The actual monthly contributions will be adjusted upon the finalization of the Unit Entitlement figures when the Final Strata Plan is filed. The monthly contributions will be further adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation.

The *Strata Property Act* requires that depreciation reports be obtained by the Strata Corporation from time to time, in accordance with and subject to the provisions of the *Strata Property Act* and Regulations. It is anticipated that the costs associated with obtaining the required depreciation reports will be added to future budgets of the Strata Corporation, and that these added costs will result in increases to the budget from time to time.

As discussed in subsection 7.4(f), it is intended that the Development may be serviced by a thermal energy system to provide for the domestic hot water heating and space heating of the Strata Lots and the Common Property the associated costs of which will be paid by the Strata Corporation and are currently included within the Interim Budget attached hereto as Exhibit

"G". Therefore, the amount an owner of a Strata Lot pays with respect to the consumption of domestic hot water heating and space heating may not correspond to the amount of domestic hot water heating and space heating consumed by such owner.

As of the date of this Disclosure Statement, there has been considerable uncertainty relating to the insurance costs for strata corporations, and premiums have been increasing significantly. This uncertainty presents difficulties in the preparation of the Interim Budget attached at Exhibit "G". As a result, the Interim Budget as set out in Exhibit "G" is based on insurance availability as of the date of this Disclosure Statement and is subject to change due to insurance market conditions.

3.9 Utilities and Services

(a) General

As the Development is located within the City, all usual municipal and utility services will be provided to the Development, including water, electricity, sewerage, fire protection, telephone and access. It is intended that natural gas will be provided to the Development and will be paid for by the Strata Corporation as set out in the Interim Budget attached as Exhibit "G" and their cost will be prorated to the owners of the Strata Lots and included in the monthly assessments.

It is anticipated that the Development will be serviced by a thermal energy system to provide for the domestic hot water heating and space heating for the Strata Lots and the Common Property; for further details please see Section 7.4(f).

(b) Strata Lot Taxes

Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot. Real property taxes are levied by and payable to the City.

(c) Strata Lot Expenses

Electricity, cable, telephone and internet are separately metered or assessed to each Strata Lot and they are not included in the Interim Budget set out in Exhibit "G". Purchasers must make the appropriate application to set up accounts for these services for each Strata Lot.

(d) Common Area Expenses

Common area utilities and other expenses related to the Common Property are paid by the Strata Corporation as set out in the Interim Budget attached as Exhibit "G" and their cost will be prorated to the owners of the Strata Lots and included in the monthly assessments.

It is intended that the Development may be serviced by a thermal energy system provide for the domestic hot water heating and space heating/cooling of the Strata Lots and Common Property for further details please see Section 7.4(f).

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with a professional management company, not related to or affiliated with the Developer, with

respect to the control, management and administration of the Common Property, including limited common property, and other obligations of the Strata Corporation. Notwithstanding the foregoing, the Developer reserves the right, in its sole discretion, to not cause the Strata Corporation to enter into a strata management agreement as aforesaid in which event the Strata Corporation will be self-managed.

In the event that a strata management agreement is entered into, the strata management agreement is anticipated to include, but not limited to the following scope:

(i) the collection of strata fees;

(ii) the payment of strata expenses;

(iii) the maintenance of strata financial records;

(iv) the arrangement of insurance;

(v) in accordance with the Strata Property Act, the arrangement of the first annual general meeting; and

(vi) to prepare and circulate the meeting minutes of the first annual general meeting.

3.11 Insurance

(a) Developer Coverage

The Developer will have placed, at the time of commencement of construction, the following insurance coverage with respect to the Development:

(i) a wrap-up liability insurance policy; and

(ii) a builder's risk broad form policy for course of construction for the period up to completion of the Development.

(b) Strata Corporation Coverage

Once construction of the Development is complete, the Developer will obtain, in the name of and on the account of the Strata Corporation, the following insurance coverage for the Development:

(i) full replacement insurance on:

A. Common Property;

B. common assets;

C. building; and

D. fixtures which are installed on the Development by the Developer as part of the original construction. Fixtures are defined in Section 9.1 of the *Regulations* to the *Strata Property Act* as "items attached to a

building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers, or other items".

The above noted property will be insured against "major perils" which are defined in the *Regulations* to the *Strata Property Act* as "fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts"; and

(ii) liability insurance to insure the Strata Corporation against property damage and bodily injury, in an amount of not less than $2,000,000.00.

The Developer may be a named insured under these policies.

(c) Purchaser's Coverage

A purchaser of a Strata Lot will be responsible for insuring the contents of his or her Strata Lot and obtaining liability insurance with respect to his or her Strata Lot, together with any insurance that may be required if an owner chooses to rent out its Strata Lot.

3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any purchaser of a Strata Lot an intention to lease strata lots in order to ensure that such strata lots may be leased in the future. A rental disclosure statement has been filed with the Superintendent of Real Estate concurrently with the filing of this Disclosure Statement and a copy is attached as Exhibit "I". The Developer reserves the right to lease the Strata Lots.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal description of the Lands is currently as follows:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The legal description of the Development site will change upon the registration of the Airspace Plan that will create the Remainder and the Airspace Parcel, and then again, upon the registration of the Final Strata Plan, that will create the Strata Lots and the Common Property.

4.2 Ownership

1076255 B.C. Ltd., the Nominee, is the registered owner of the Lands. The Nominee holds title to the Lands as bare trustee for Lightstone Development Ltd., as beneficial owner, pursuant to the terms of an unregistered declaration of bare trust and agency agreement.

The Beneficial Owner by executing this Disclosure Statement authorizes and directs the Nominee to act for the Beneficial Owner in matters relating to the Development including but

not limited to executing contracts and Form A Transfers for the purchase and sale of Strata Lots on behalf of the Beneficial Owner.

4.3 Existing Encumbrances and Legal Notations

The legal notations and encumbrances currently registered against title to the Lands are described in Exhibit "J" to this Disclosure Statement. **The descriptions in Exhibit "J" include important information relevant to the Development and should be read carefully before entering into a purchase and sale agreement for any Strata Lot in the Development.** The descriptions in Exhibit "J" are summaries only and are not intended to be comprehensive. Complete copies of the legal notations and charges are available to the public at the Land Title Office.

4.4 Proposed Encumbrances

The following additional encumbrances may be registered against titles to the Lands, the Airspace Parcel, the Strata Lots and/or Common Property, as applicable:

(a) mortgage(s) and assignment(s) of rents (collectively the "**Future Financial Encumbrances**") in favour of one or more third party lender(s), securing the construction financing required by the Developer to complete the Development and/or the Commercial Development (see Section 6.2 – Construction Financing);

(b) mortgage(s) and assignment(s) of rents in favour of an insurer providing deposit protection insurance, if applicable (see Section 7.1);

(c) one or more reciprocal or non-reciprocal crane swing and/or underpinning easements relating to construction of the Development and/or the Commercial Development, and, where such easement is reciprocal, construction of lands adjacent to the Development;

(d) an easement with property adjacent to the Development to allow for the construction of lands adjacent to the Development;

(e) the Airspace Agreement (see subsection 2.1(d)) which will appear on titles to the Strata Lots, the Common Property and the Remainder as a number of encumbrances, including but not limited to such easements in favour of the Remainder and covenants in favour of the City as are required by the City and/or are otherwise necessary to file the Airspace Plan and/or are otherwise reasonable and desirable for reasons of efficiency or convenience as between the proposed Development and the Commercial Development, with respect to matters including, for example, considering the Remainder and Airspace Parcel to be a single site for zoning purposes, structural support, utilities, thermal energy system, installation and maintenance of physical elements such as the roof tops, canopies, plumbing stacks and vents, and access through the Common Property for maintenance and repair of the Commercial Development such as windows and landscaping. In addition, the Airspace Agreement will provide a method of allocating between the Development and the Commercial Development the common costs relating to the Complex and the Remainder and Airspace Parcel, including the cost of operating, maintaining, repairing and replacing the shared spaces, utilities, amenities (if any) and other areas and services located on

or relating to the Complex and the Remainder and Airspace Parcel. Without limiting the foregoing, the Airspace Agreement may also contain the Parking Easement;

(f) an equitable charge in connection with the Airspace Agreement to secure the payment of the costs payable by the Strata Corporation for the Development under the Airspace Agreement;

(g) lease(s), option(s) to lease, statutory right(s) of way and/or other charge(s) in favour of the Developer or related or affiliated company, including but not limited to the Parking/Bicycle Storage Locker Lease, with respect to all or a portion of the Common Property that comprises the Parking Stalls and/or Bicycle Storage Lockers;

(h) the Parking Easement (see subsection 3.6(c)) which will either be a part of the Airspace Agreement or will be a separate agreement and which will encumber the Remainder and Airspace Parcel providing for the right of occupants and guests of the Development and Commercial Development to access and use the Shared Areas as more particularly described in subsection 3.6(c). The Parking Easement may contain agreements among the owners of the Strata Lots and the owner of the Commercial Development, as to:

(i) the management of, and the sharing of costs and expenses incurred in respect of the management of the Parking Facility and the maintenance and replacement of and repairs to equipment and facilities within such areas;

(ii) easements in favour of the Remainder that permit their occupants and guests to access and use the Shared Areas located within the Airspace Parcel; and

(iii) a charge to be registered against the Strata Lots and/or Common Property of the Development to secure the obligations of the Strata Corporation under the Parking Easement.

The Strata Corporation's share of the costs described in subsection 4.4(h)(i) will be substantially in accordance with a formula to be established by the Developer.

The Parking Easement may also contain an equitable charge to secure payment of the costs payable by the Strata Corporation under the Parking Easement and/or a covenant under section 219 of the *Land Title Act* in favour of the City restricting the discharge and modification of the Parking Easement;

(i) easement in favour of the Remainder for a canopy and/or encroachment located on the Common Property of the Development;

(j) covenants in favour of appropriate municipal or governmental authorities providing for alternative solutions to the B.C. Building Code;

(k) a statutory right of way and one or more Section 219 covenants in favour of the FortisBC, or another entity, for the construction, operation and maintenance of the thermal energy system.

(l) easements, restrictive covenants, dedications and rights-of-way and other rights or restrictions in favour of B.C. Hydro, FortisBC, TELUS, utilities, communications

suppliers, public authorities, municipalities or any other applicable government authority or public or private utility with respect to provision of utilities to the Development or in connection with approval of the development, construction and occupation of the Lands or the Airspace Parcel, as the case may be, the Development, the Strata Lots, and the Common Property;

(m) shared use and maintenance easements relating to any and all public and private utilities to service the Airspace Parcel and Remainder;

(n) easements registered against titles to the Airspace Parcel and Remainder permitting the Remainder to have access over the Development while improvements are being constructed on the Remainder, which easements may also include the right of the Developer to conduct marketing activities within the Development relating to the Development and/or the Commercial Development;

(o) easement in favour of the Developer from an adjacent property for access during the course of construction of the Development;

(p) an option to lease and/or a long-term lease of the rooftop of the Development to the Developer or another entity designated by the Developer (including but not limited to a utilities or telecommunications provider) on such terms as the Developer may determine in its sole discretion;

(q) while the Developer is not aware of any pending claims of builders liens or certificates of pending litigation (collectively, the "**Claims**"), the Developer acknowledges that it is not uncommon for Claims to be registered by third parties against the title to a development property during the course of the construction of a development, whether or not such Claims are valid. Accordingly, Claims may be registered against titles to the Lands or the Airspace Parcel, as the case may be, the Strata Lots or the Common Property. If any Claims are registered, then the Developer will use commercially reasonable efforts to remove all such Claims, and anticipates that in most cases a discharge of a Claim will be filed with the Land Title Office within six weeks of the Developer becoming aware of such Claim. In any event, the Developer confirms that it will file a discharge of, or its solicitors will undertake to discharge, any Claims registered against title to a Strata Lot with the Land Title Office prior to the closing of the purchase and sale of that Strata Lot;

(r) any and all such non-financial encumbrances and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the City, other governmental authorities or utilities in connection with the development of the Development and/or the Commercial Development;

(s) one or more discharge(s) or modification(s) of any of the charges registered or which may be registered against titles to the Lands, the Airspace Parcel, the Strata Lots and/or Common Property, as the case may be; and

(t) any priority agreements in connection with the registration of any proposed encumbrances summarized in this Section 4.4 or the legal notations and encumbrances registered against titles to the Lands or the Airspace Parcel, as the case may be, and outlined in Exhibit "J" (Summary of Encumbrances) attached hereto.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect the Strata Corporation or the owners of the Strata Lots.

4.6 Environmental Matters

(a) Flooding Dangers

To the best of the Developer's knowledge, the Lands on which the Development will be constructed do not lie within an area which may be subject to flooding.

(b) Condition of Soil and Subsoil

To the best of the Developer's knowledge, there are not any unusual or material issues with respect to soil or subsoil conditions.

(c) Other Environmental Matters

The Development will include normal excavation.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

The estimated date range of commencement of construction is between November 30, 2021 and February 28, 2022. The estimated date range of completion of construction is between November 30, 2023 and February 28, 2024.The estimated commencement of construction date range is based on the anticipated first date of commencement of excavation in respect of construction of an improvement that will become part of a Strata Lot within the Development. The estimated completion of construction date range is based on the first estimated date that a Strata Lot within the Development may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.

The foregoing date ranges are estimates only, made as of the date of this Disclosure Statement. Commencement and completion of construction of the Development may be earlier or later than the date ranges set out above due to construction factors and/or market conditions. Construction schedules are subject to constant change. For information regarding the closing dates for purchases of Strata Lots, see Section 7.2 and Exhibit "K".

5.2 Warranties

(a) The Development is being constructed by a licensed builder under the *Homeowners Protection Act*. The Development, including each of the Strata Lots, will be covered by the mandatory warranties required under the *Homeowners Protection Act* and will include coverage for defects in materials and labour for a period of two (2) years from the date the warranty commences, defects in the building envelope(s) for a period of five (5) years and structural defects for a period of ten (10) years. Improper or inadequate maintenance may void warranty coverage.

(b) Manufacturers warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation, respectively, providing such assignment is permitted by the warranty.

5.3 Previously Occupied Building

The Development is not a previously occupied building.

6. APPROVALS AND FINANCES

6.1 Development Approval

Development Permit No. DP-2018-00542 (the "**Development Permit**") was issued by the City on July 22, 2020 to the Nominee with respect to the Lands.

Subsequent to the issuance of the Development Permit, Building Permit No. BP-2019-03846 was issued by the City on February 3, 2021. It is expected that additional building permit(s) will be issued by the City in the future.

6.2 Construction Financing

The Developer has not obtained a satisfactory financing commitment (the "**Construction Financing**") from a third party lender (the "**Construction Lender**"). The Developer anticipates that it will obtain such satisfactory financing commitment on a later date that is within twelve months following the date of this Disclosure Statement. It is anticipated that financing will be secured by registration of the Future Financial Encumbrances against title to the Lands (see subsection 4.4(a)).

Following receipt of a commitment for Construction Financing, titles to the Lands and the Strata Lots may be subject to mortgages and assignments of rent and/or any other security (collectively, the "**Construction Financing Security**") which is reasonably required by the Construction Lender in connection with the Construction Financing. The Construction Lender will provide a partial discharge of the Construction Financing Security, insofar as it pertains to any particular Strata Lot, within a reasonable period of time after the completion of the sale of such Strata Lot, upon receipt by the Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot. The Future Financial Encumbrances may remain as a charge against the Common Property until such time as all sums secured by the Future Financial Encumbrances have been paid in full.

An amendment to the Disclosure Statement setting out the particulars of the satisfactory financing commitment(s) with respect to the Development will be filed with the Superintendent of Real Estate once the satisfactory financing commitment(s) is/are obtained and a copy of such amendment will be delivered to each purchaser.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other monies received from purchasers of the Strata Lots will be held in trust by Clark Wilson LLP or such other licensee under the *Real Estate Services Act*, solicitor or notary

public as is appointed by the Developer, in accordance with the terms of the contract of purchase and sale and the *Real Estate Development Marketing Act*, until such time as:

(a) both:

(i) the strata plan has been deposited for registration in the appropriate Land Title Office and the Strata Lot purchased or leased is capable of being occupied; and

(ii) an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office, or

(b) the agreement between the parties has been earlier terminated.

The interest, if any, accrued on the deposits will be for the account of and payable to the Developer except as may be required by the Real Estate Development Marketing Act (British Columbia) and any policy statements issued thereunder by the Superintendent.

The Developer may, at its option, enter into a deposit protection contract, which allows developers generally to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which the deposits paid by purchasers of land to be subdivided or strata titled may be released to the developer. Accordingly, the Developer may, at its option enter into an insurance contract with an insurance company that is qualified to issue deposit protection contracts in British Columbia, or other form of security agreement as required by the *Real Estate Development Marketing Act* (British Columbia) and to allow the deposits paid by purchasers of the Strata Lots to be released to the Developer.

7.2 Purchase Agreement

(a) A copy of the Developer's form of Agreement of Purchase and Sale with respect to the Strata Lots (the "**Purchase Agreement**") is attached as Exhibit "K" hereto.

(b) Such Purchase Agreement will:

(i) be terminable at the Purchaser's option if the Purchaser does not receive the Amendment under Policy Statement #6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Developer filed this Disclosure Statement with the Superintendent of Real Estate, which option is exercisable until but not after the required Amendment is received by the Purchaser;

(ii) require that no greater than 10% of the purchase price be paid by way of deposit or otherwise; and

(iii) require that if the Purchase Agreement is terminated in accordance with the provisions set out in subsection (i) above, all deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser to the Developer.

Subsections (i), (ii) and (iii) of this subsection 7.2(b) apply only until such time as the Developer files the Amendment(s) referred to in Sections 6.1 (Development Approval) and 6.2 (Construction Financing) herein.

(c) Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.

(d) The information set out in this Section 7.2 is a summary of provisions contained in the Purchase Agreement. Please refer directly to the Purchase Agreement for the actual provisions summarized in this Section 7.2.

(e) Pursuant to the terms of the Purchase Agreement, the following provisions relate to the adjustment of the Purchase Price:

(i) the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this Section 7.2(e)(i) ;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

(f) Pursuant to the terms of the Purchase Agreement, the following provisions relate to the termination of the Purchase Agreement:

(i) the Vendor may terminate the Purchase Agreement if the Purchaser defaults on any of the Purchaser's obligations as set out in the Purchase Agreement, including but not limited to payment of any amount on account of the Purchase Price. The Developer will not be liable for any costs or damages incurred by the Purchaser as a result of such termination;

(ii) the Purchase Agreement will automatically terminate in the following circumstances:

A. if the Completion Date has not occurred by the Outside Date, as such Outside Date may be extended in accordance with the Purchase Agreement; and

B. if the Purchaser's obligation to purchase a Strata Lot is subject to one or more conditions, then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such

conditions by the delivery of written notice to the Vendor within seventy-two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then the Purchase Agreement will terminate.

(iii) The Developer may, in its sole discretion, terminate the Purchase Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the Purchase Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer. The Developer will not be liable for any costs or damages incurred by the Purchaser as a result of such termination; and

(iv) If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

A. the date that the Minimum Pre-Sales are achieved; and

B. the date that is one month after the Minimum Pre-Sales Date.

(g) Pursuant to the terms of the Purchase Agreement, the following provisions allow for an extension of time for completing the purchase and sale of a Strata Lot:

(i) if title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied on the Completion Date established under the Purchase Agreement, then the Vendor may delay the Completion Date for up to 30 days from time to time as required, by notice of such delay to the Purchaser or the Purchaser's Solicitors; and

(ii) if all payments on account of the Purchase Price and any other monies payable by the Purchaser under the Purchase Agreement are not paid when due or if the Purchaser is otherwise in default of the provisions of the Purchase Agreement, then the Vendor may elect to extend the time for completion, and revise such terms of the Purchase Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by the Purchase Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser under the Purchase Agreement at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and

amounts were due pursuant to the terms of the Purchase Agreement to and including the date upon which such payment and amounts are paid.

(h) Pursuant to the terms of the Purchase Agreement, the following provisions relate to the extension of the Outside Date:

(i) if the Vendor is delayed from completing construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climatic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay;

(ii) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to subsections 7.2(g)(i) and/or 7.2(h)(i) and whether or not any delay described in such subsections has occurred, elect to extend the Outside Date for up to 120 days; and

(iii) should any extension of the Completion Date pursuant to subsection 7.2(g)(ii) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of Schedule "A" to the Purchase Agreement, the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate the Purchase Agreement.

(i) Pursuant to the terms of the Purchase Agreement, the follow provisions relate to the assignment of the Purchase Agreement.

Defined Terms. In this subsection, "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in the first subparagraph (a).

Statements Required by Law.

(a) Without the developer's prior consent, any assignment of the purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of the purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of the purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities under the purchase agreement.

Developer's Consent. The developer's prior consent referred to above will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of the purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) months prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of this Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of the purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of the purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of the purchase agreement enter into any additional assignment agreement in connection with the assignment of the purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of the purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of the purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare¸ *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in the purchase agreement or the Strata Lot if the proposed assignment of the purchase agreement occurs;

(e) the developer has received the information and records set out above and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British

Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below).

If the developer's consent is not obtained in accordance with the above, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named in the purchase agreement on the Completion Date.

Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; and (ii) any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent or grandchild.

Collection, Retention and Release of Information

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of the purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of the purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of the purchase agreement and the parties thereto including, without limitation, the requirements outlined above and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser in the purchase agreement authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

Advertising.

The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of the purchase

agreement) without the prior, express written consent of the developer, which consent may be arbitrarily withheld by the developer in the developer's sole discretion.

(j) The Purchase Agreement contains the following provisions with respect to the right of the Vendor or the Purchaser to receive interest on deposit monies:

(i) If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided within the Purchase Agreement;

(ii) if a Purchaser completes the purchase of a Strata Lot on the terms and conditions contained in the Purchase Agreement, then any interest earned on the Deposit, less the Vendor's Solicitors reasonable administrative fees not to exceed $200.00, will be paid to the Vendor;

(iii) if the Purchaser defaults on any of the Purchaser's obligations set out within the Purchase Agreement including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to the Purchase Agreement then the Vendor may, at its election, terminate the Purchase Agreement by notice in writing delivered to the Purchaser in which event, the Vendor's Solicitor, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid to the Vendor as liquidated damages. The Vendor reserves the right to claim for further damages;

(iv) if the Purchase Agreement is terminated in accordance with subsection 7.2(b), then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(v) if the Purchase Agreement is terminated in accordance with any of subsections 7.2(f)(ii)A or 7.2(f)(ii)B, then the Vendor's Solicitors will pay:

A. the Deposit to the Purchaser; and

B. all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor,

and the Purchaser will have no further claim against the Vendor;

(vi) if the Purchase Agreement is not terminated in accordance with any of subsections 7.2(b), 7.2(f)(ii)A or 7.2(f)(ii)B and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions contained within the Purchase Agreement, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00)

will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(vii) if the Vendor enters into a deposit protection contract, then no interest will accrue or be earned on the Deposit as of the date such deposit protection contract is entered into; and

(viii) if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Vendor's Solicitors may remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

NOTE: *Prior to any significant change in a Developer's form of Purchase Agreement it would be necessary for the Developer to amend its filed Disclosure Statement in order to include the revised form of Purchase Agreement as an Exhibit.*

Under Policy Statements 5 and 6 the Form of Purchase Agreement attached as an Exhibit to the Disclosure Statement must also contain the terms set out in those Policy Statements.

The following is a notice required by Policy Statement 16 issued by the Superintendent of Real Estate:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

(a) *the party's identity;*

(b) *the party's contact and business information;*

(c) *the terms of the assignment agreement.*

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency."

7.3 Developer's Commitments

The Developer intends to enter into, or to cause the Strata Corporation to enter into, such agreements as the Developer deems necessary or desirable for the proper operation and maintenance of the Development and/or Commercial Development, which may include the following agreements or the following matters in relation to such agreements:

(a) maintenance and servicing of the Elevators;

(b) security and enterphone system (which may include key fobs) monitoring, rental and maintenance with respect to such system;

(c) maintenance and rental with respect to certain Common Property equipment including without limitation any fitness equipment located within the Amenities;

(d) building envelope inspection services;

(e) fire alarm monitoring;

(f) landscaping and gardening maintenance;

(g) garbage collection and disposal and recycling;

(h) mechanical and electrical servicing;

(i) telephone services and other telecommunications services (with Telus or other);

(j) management agreement with a professional management company as described in section 3.10;

(k) easements and other agreements in relation to the Shared Areas and any other shared areas of the Complex, including without limitation, the Parking Easement as defined in subsection 3.6(c) and outlined in subsection 4.4(f);

(l) the Airspace Agreement;

(m) the Parking, Bicycle Storage Locker, and Storage Locker Lease;

(n) cost sharing agreements, including easements, with the strata corporation(s) and/or owner(s) of the Remainder setting out contributions towards a portion of the costs and expenses to be incurred in connection with the management, operation, maintenance, repair and replacement of amenities (if any), and the Parking Facility (if and when they are constructed) and costs and expenses to be incurred in connection with future maintenance, cleaning and repair of any common or shared features;

(o) marketing licensing agreement;

(p) the thermal energy system**;**

(q) the thermal energy system agreement (the "**TES Agreement**") with FortisBC Alternative Energy Services ("**FortisBC**") in respect of the ownership and/or operation of the Thermal Energy System (as defined in Section 7.4(f))

(r) such other servicing and maintenance as may be required which relates to the facilities and equipment which form part of the Development;

(s) unregistered agreements as may be required by the City, other governmental authorities or utilities providers in connection with the Development and/or any of the proposed encumbrances outlined in Section 4.4 and/or the legal notations, charges, liens and interests outlined in Exhibit "J"; and

(t) assumption agreements in relation to any of the above, the proposed encumbrances outlined in Section 4.4 and/or the legal notations, charges, liens and interests outlined in Exhibit "J".

If at the time of entering into the contracts described above the Final Strata Plan has been registered in the Land Title Office such that the Strata Corporation is in existence, then the Developer will enter into such contracts on behalf of the Strata Corporation. If at the time of entering into such contracts the Strata Corporation does not exist because the Final Strata Plan has not been registered in the Land Title Office, then the Developer will enter into such contracts on the Strata Corporation's behalf and assign such contracts to, and the obligations of the Developer thereunder will be assumed by, the Strata Corporation upon its formation.

7.4 Other Material Facts

(a) Marketing

Following the deposit of the Final Strata Plan in the Land Title Office, the Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development and/or the Commercial Development and/or developments adjacent to or in close proximity with the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office. The Developer also intends to place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities with respect to the Development and/or the Commercial Development, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective purchasers in connection with its marketing and sale activities of the Development and/or the Commercial Development and/or developments adjacent to or in close proximity with the Development. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners of Strata Lots.

(b) Concierge Service

It is anticipated that upon or prior to the completion of the Development, the Developer will cause the Strata Corporation to obtain concierge services or assume such obligations from the Developer for the Development. In connection with this, the Developer may cause the Strata Corporation to enter into one or more agreements in relation to these services. The Strata Corporation will be required to pay the costs of these services as outlined in the Interim Budget attached hereto as Exhibit "G". As noted in Section 2.1, the Developer advises that the continuation of the provision of the concierge service following the transfer of Strata Lots to

purchasers is not guaranteed and the Developer cannot make any assurances about the availability of the concierge services on a continuity basis.

(c) Ongoing Development

As outlined in Section 2.1, it is intended that the Development will form a part of the Complex. The Development may be completed prior to the completion of other parts of the Complex, including but not limited to the Commercial Development, if constructed. As a result, there may be from time to time, related construction, noise, vibrations, dust, dirt tracks and activity levels greater than those that are usual in an urban development. In addition, the Developer will have access over the Common Property of the Development as necessary in connection with the construction and operation of the Commercial Development.

It is intended that the Development will form a part of the Complex. The Complex is also intended to consist of a Commercial Development which, if constructed, will be constructed within the Remainder and may include: (a) commercial and retail units which will be located within the Remainder, and in part, within the Building; and (b) maintenance, parking and storage for the owners, tenants, guests and invitees of the units within the Commercial Development, which will be located within the Remainder, Parking Facility and the Building.

(d) Views

Purchasers of Strata Lots are advised that the Developer does not make any representation or warranty as to the views from the Strata Lots. Any simulated views in any brochures, models, blogs, websites, including the website for the Development, or any other electronic media including any simulated views located in the presentation centre for the Development or any other marketing materials relating to the Development are for illustrative purposes only and should not be relied upon by purchasers of Strata Lots. The completion of the Development and the future development of land adjacent to or in the vicinity of the Development may have a detrimental effect on the views from some or all of the Strata Lots.

(e) Shared Features

As outlined in this Disclosure Statement, there are some features to be shared, including the the Parking Facility amongst the Development and the Commercial Development, if constructed. In order to facilitate this, the owner(s) of and/or any strata corporation in respect of the Commercial Development may be required to fulfill certain obligations and may be entitled to exercise certain rights under several agreements, whether registered or unregistered, in relation to those features shared between the Development and/or the Commercial Development, and whether or not, and the manner in which, the above noted entities fulfil such obligations and exercise such rights, may have an effect on the value, price or use of one or more of the Strata Lots and/or the Development.

(f) Thermal Energy System

The Developer intends to construct a thermal energy system, to service the Development for the domestic hot water heating and space heating/cooling of the Strata Lots and Common Property. The Developer may enter into the TES Agreement with FortisBC with respect to the ownership and/or operation of the thermal energy system. In the event the Developer, in its sole discretion, elects to transfer ownership of the thermal energy system to FortisBC pursuant

to the TES Agreement, any consideration received for such transfer shall be for the sole benefit of the Developer.

Upon the deposit of the Final Strata Plan at the Land Title Office, the Developer may cause the Strata Corporation to enter into or assume the TES Agreement, which the TES Agreement may require the Strata Corporation to pay to FortisBC all charges and expenses as required under the TES Agreement, which may also include the costs of supplying domestic hot water heating and space heating/cooling of the Strata Lots and Common Property through the thermal energy system, which such costs will be shared among the Strata Lot owners in accordance with their unit entitlement as shown at Exhibit "H".

(g) Cost Sharing

Upon the deposit of the Final Strata Plan at the Land Title Office, the Developer may cause the Strata Corporation to enter into or assume from the Developer one or more cost-sharing agreements with the owner(s) of and/or any strata corporation in respect of the Remainder which agreements will require each party to contribute a proportionate share of the cost of operating, maintaining, repairing and replacing the shared spaces, utilities and other areas and services located on or relating to the Complex, as described more particularly in this Disclosure Statement. The formula for sharing such costs will be set out in such cost-sharing agreements.

(h) Additional Obligations of Strata Corporation

It is anticipated that pursuant to the Airspace Agreement and the Parking Easement and/or certain other agreements to be entered into or assumed by the Strata Corporation upon the deposit of the Final Strata Plan in the Land Title Office, the Strata Corporation will have certain obligations in addition to those otherwise described in this Disclosure Statement, which additional obligations may include the following:

(i) to enter into or assume from the Developer the easement agreements and cost-sharing agreements described in this Disclosure Statement and, insofar as possible, to compel the observance and/or compliance by all Strata Lot owners, residents, and their respective tenants and invitees with all of the requirements set forth in such agreements, the *Strata Property Act* and the Proposed Bylaws;

(ii) to assume the terms of any reciprocal easement agreement(s) entered into or to be entered into with any adjacent property owners and to observe and comply (and, insofar as possible, compel the observance and/or compliance by all Strata Lot owners) with all terms and provisions contained in such agreements;

(iii) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired), as would a prudent owner of similar premises at all times, those parts of the Common Property, such as components, rooms, facilities, utilities, access and egress routes, systems, services, service rooms and equipment, which service or benefit the Remainder;

(iv) to ensure that no actions or steps are taken by or on behalf of the Strata Corporation, or by any Strata Lot owner or their respective tenants or invitees, which would prohibit, restrict, limit, hinder or interfere with the Developer's ability to utilize portions of the Common Property for its marketing and sales

programs in connection with the Development and/or the Commercial Development;

(v) to ensure that no actions or steps are taken by or on behalf of the Strata Corporation, or by any Strata Lot owner or their respective tenants or invitees, which would prohibit, limit or restrict the access to, egress from or use of any easement in favour of the Development or which encumbers the Development;

(vi) to pay the Strata Corporation's share of the any shared costs in accordance with any applicable agreements, including the Airspace Agreement and the Parking Easement;

(vii) to enter into or assume development agreements with the City, including, without limitation, agreements containing obligations relating to the operation, maintenance and repair of any public amenities, including the Public Features, developed and contained within the Development or the Lands; and

(viii) to permit the Developer to access any portion of the Development so as to enable the Developer to fulfill any outstanding obligations it may have following deposit of the Final Strata Plan in the Land Title Office.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 11th day June, 2021.

Signed:

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Directors of 1076255 B.C. LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

The Directors of LIGHTSTONE DEVELOPMENT LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement for "Chloe" with respect to property within the City of Vancouver that is located on a portion of the lands presently legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

I, Bhagwant Dhaliwal, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated June 11, 2021, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 11th day of June, 2021.

Bhagwant Dhaliwal

LIST OF EXHIBITS TO DISCLOSURE STATEMENT

EXHIBITS

A	–	Preliminary Airspace Plan
B	–	Preliminary Strata Plan
C	–	Excerpt from Zoning Bylaw
D	–	Proposed Schedule of Unit Entitlement
E	–	Proposed Bylaws
F	–	Parking, Bicycle Storage Locker, and Storage Locker Lease
G	–	Interim Budget
H	–	Estimated Monthly Assessment
I	–	Rental Disclosure Statement
J	–	Summary of Encumbrances
K	–	Offer to Purchase and Contract of Purchase and Sale

EXHIBIT "A"

PRELIMINARY AIRSPACE PLAN

See attached.

COLOR CODED SKETCH PLAN TO SHOW PROPOSED AIRSPACE SUBDIVISION OF LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

SCHEDULE _____

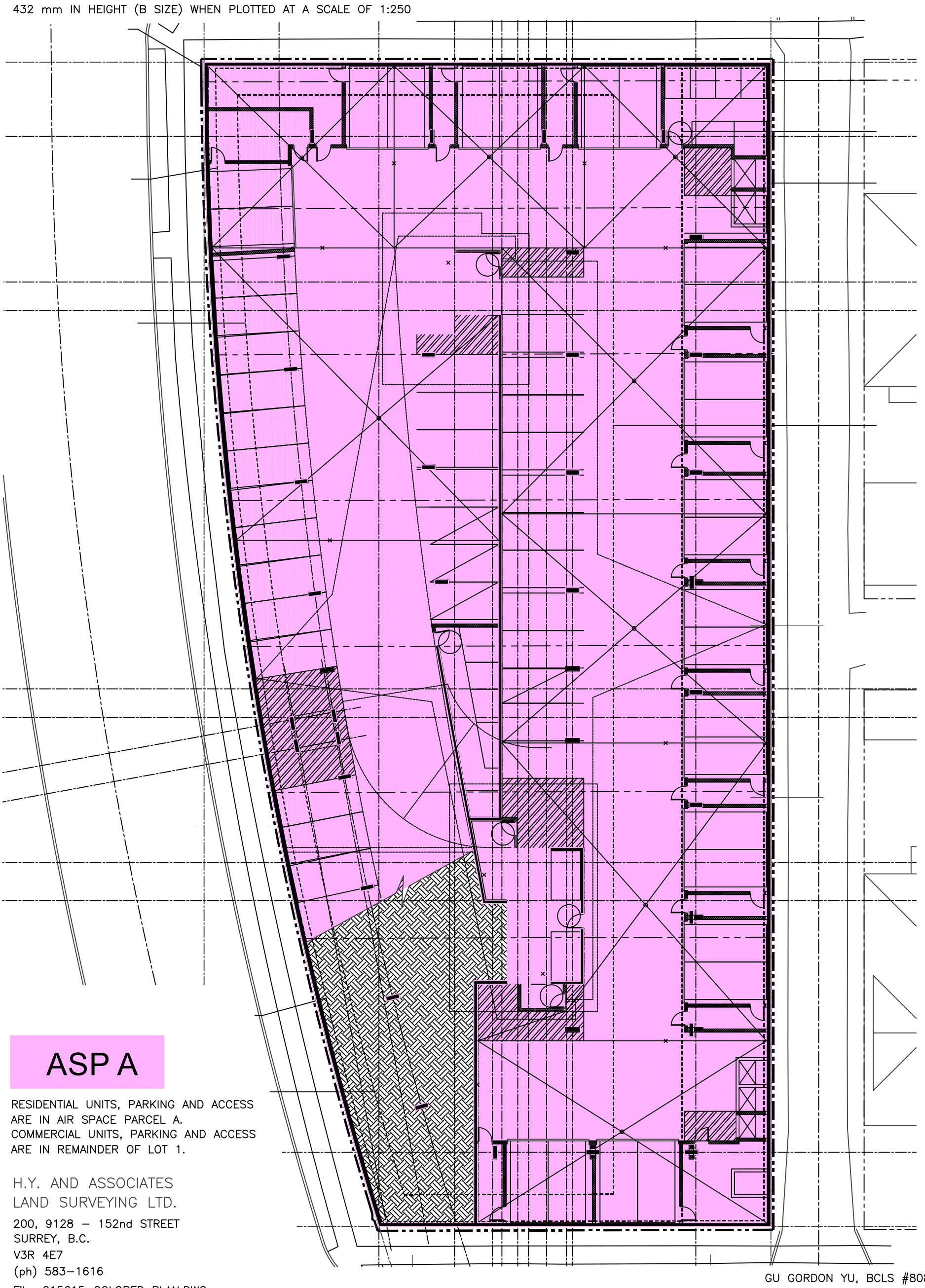
SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

UNDERGROUND PARKING (P2)



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN.DWG

GU GORDON YU, BCLS #808

DATE: 2021–04–05

UNDERGROUND PARKING (P1)

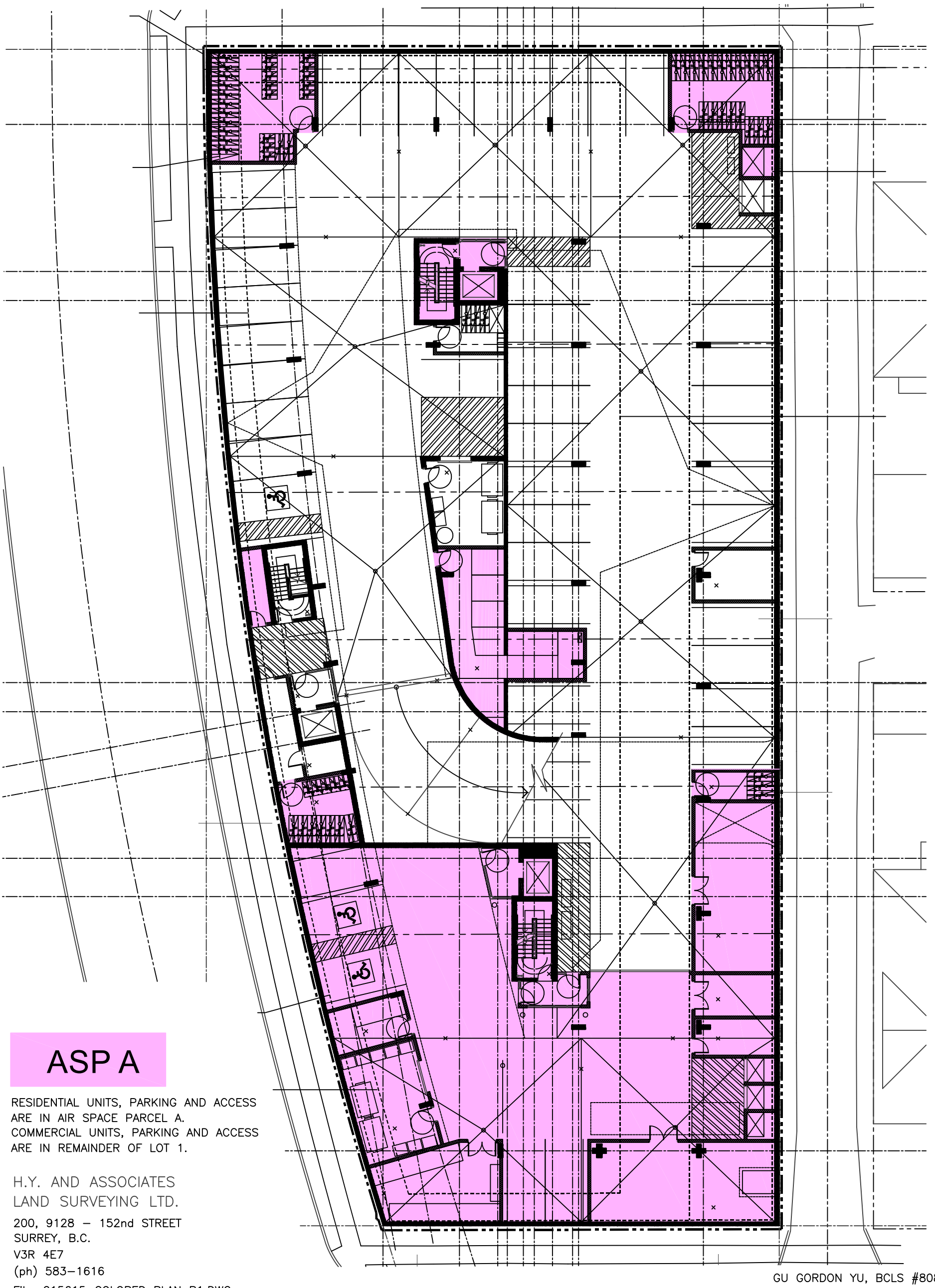
SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

N



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V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN P1.DWG

GU GORDON YU, BCLS #808
DATE: 2021–04–05

GOUND FLOOR

SHEET 3 OF 7 SHEETS

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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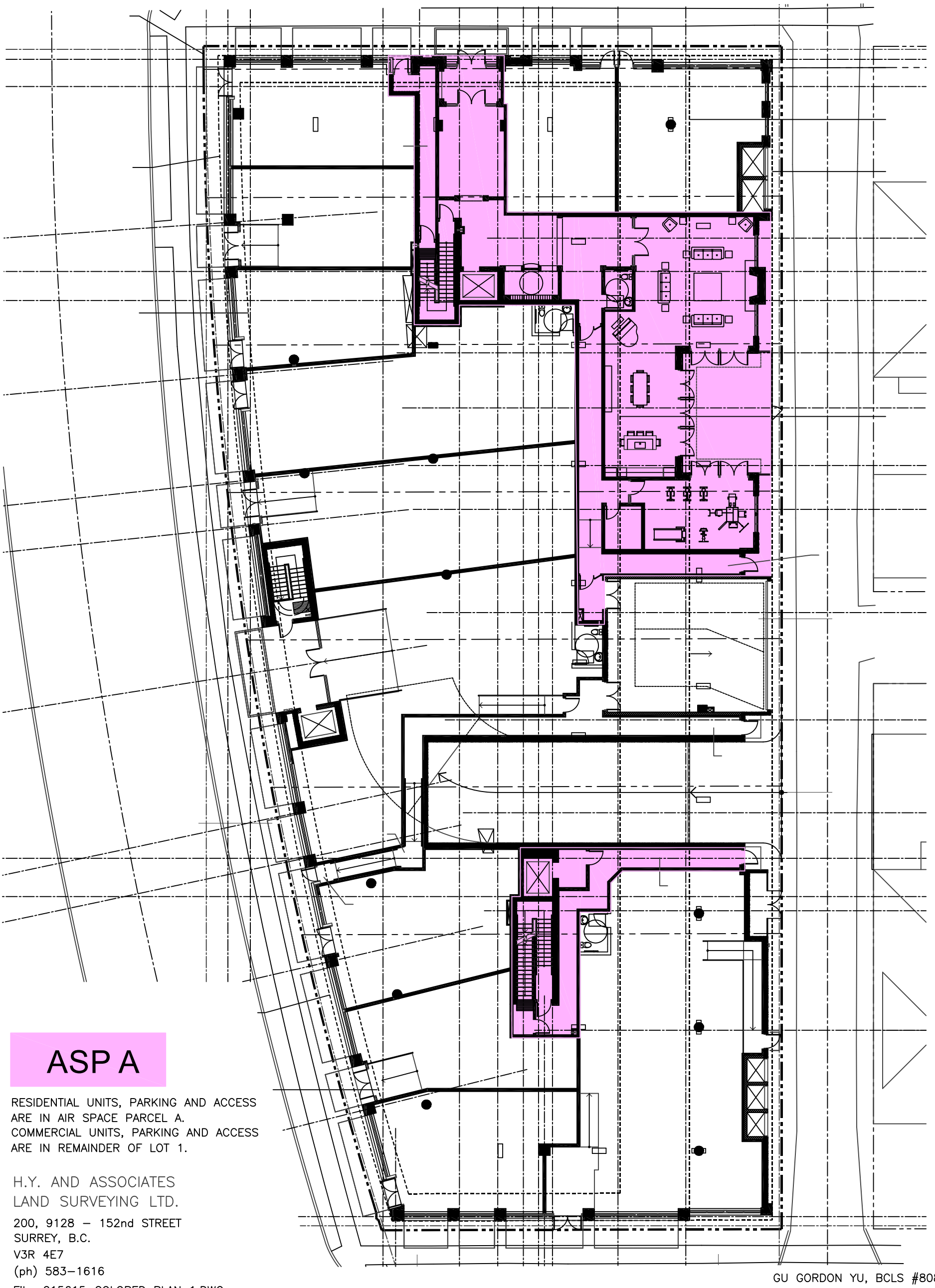

ASP A

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COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 1.DWG

GU GORDON YU, BCLS #808
DATE: 2021–04–05

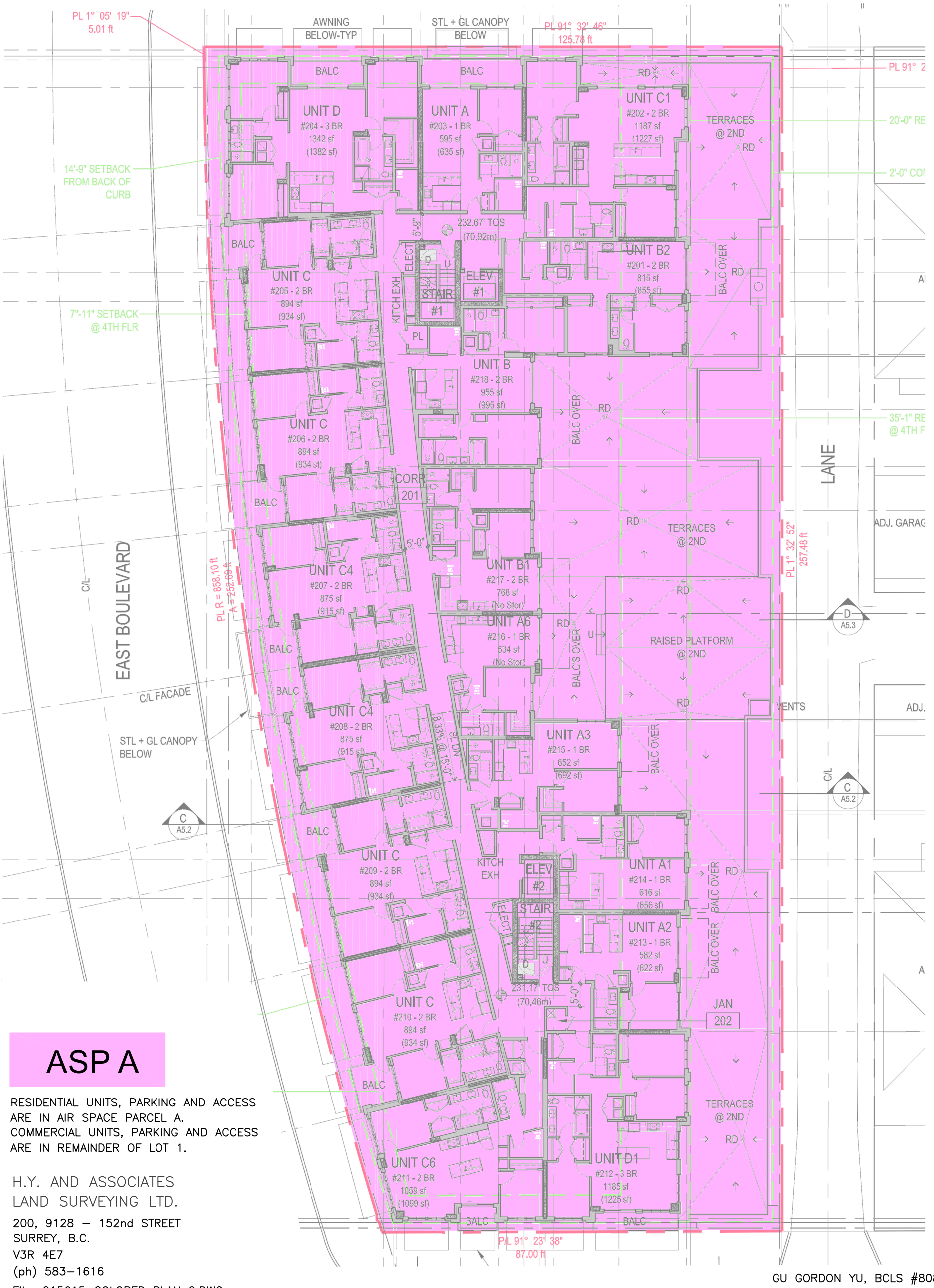
2nd FLOOR

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



ASP A

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COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 2.DWG

GU GORDON YU, BCLS #808

DATE: 2021–04–05

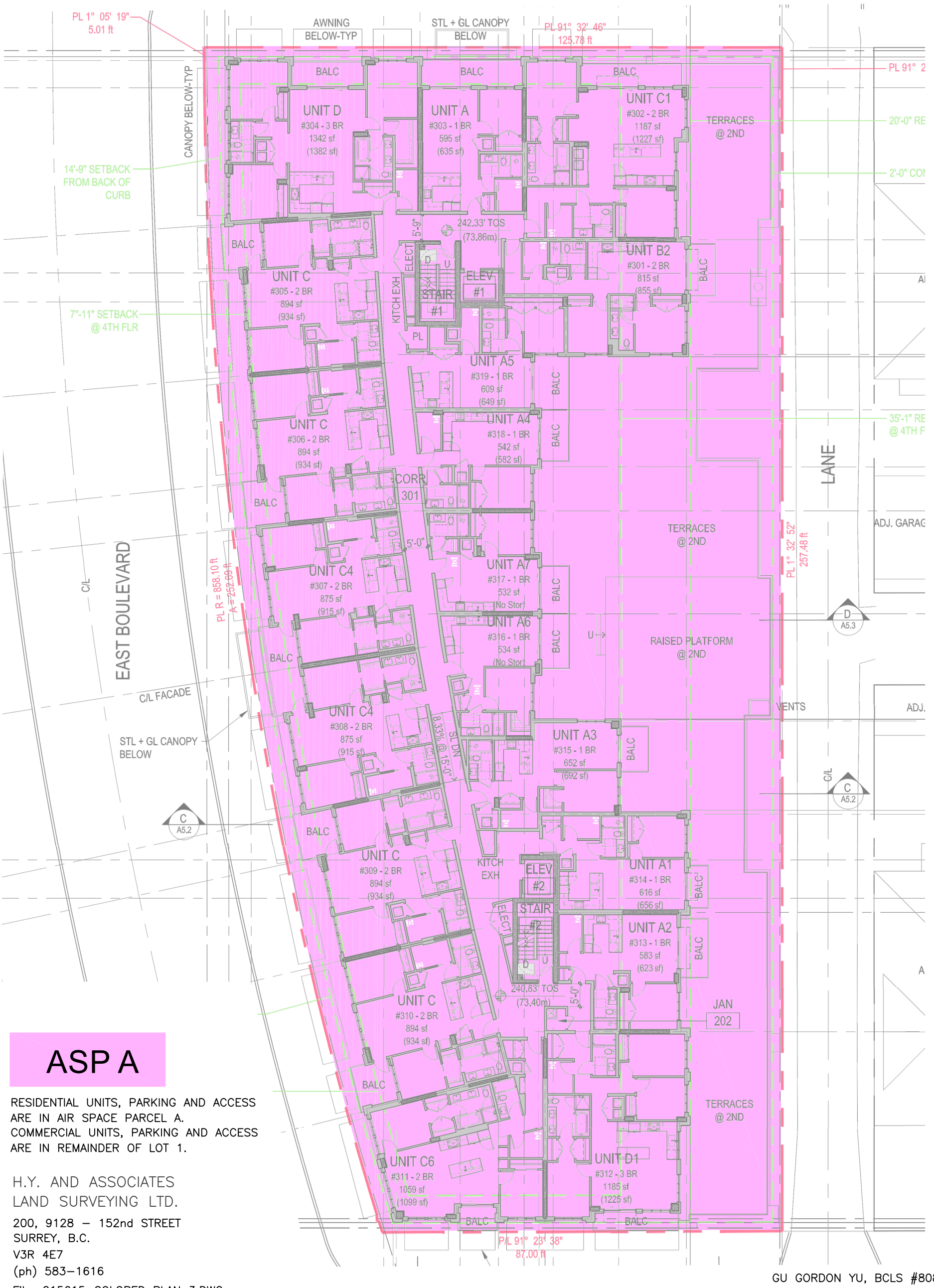
3rd FLOOR

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 3.DWG

GU GORDON YU, BCLS #808

DATE: 2021–04–05

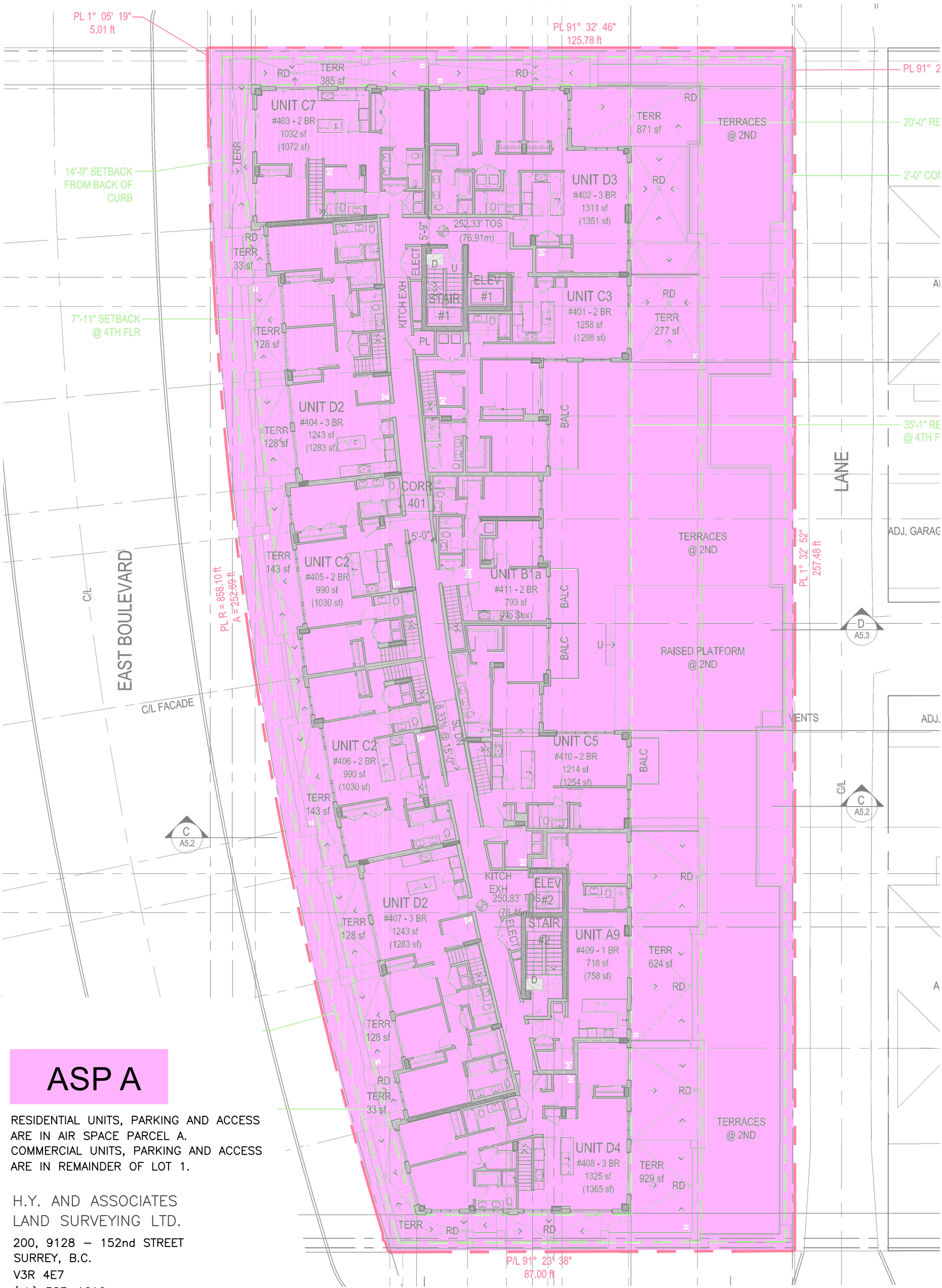
4th FLOOR

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 4.DWG

GU GORDON YU, BCLS #808
DATE: 2021–04–05

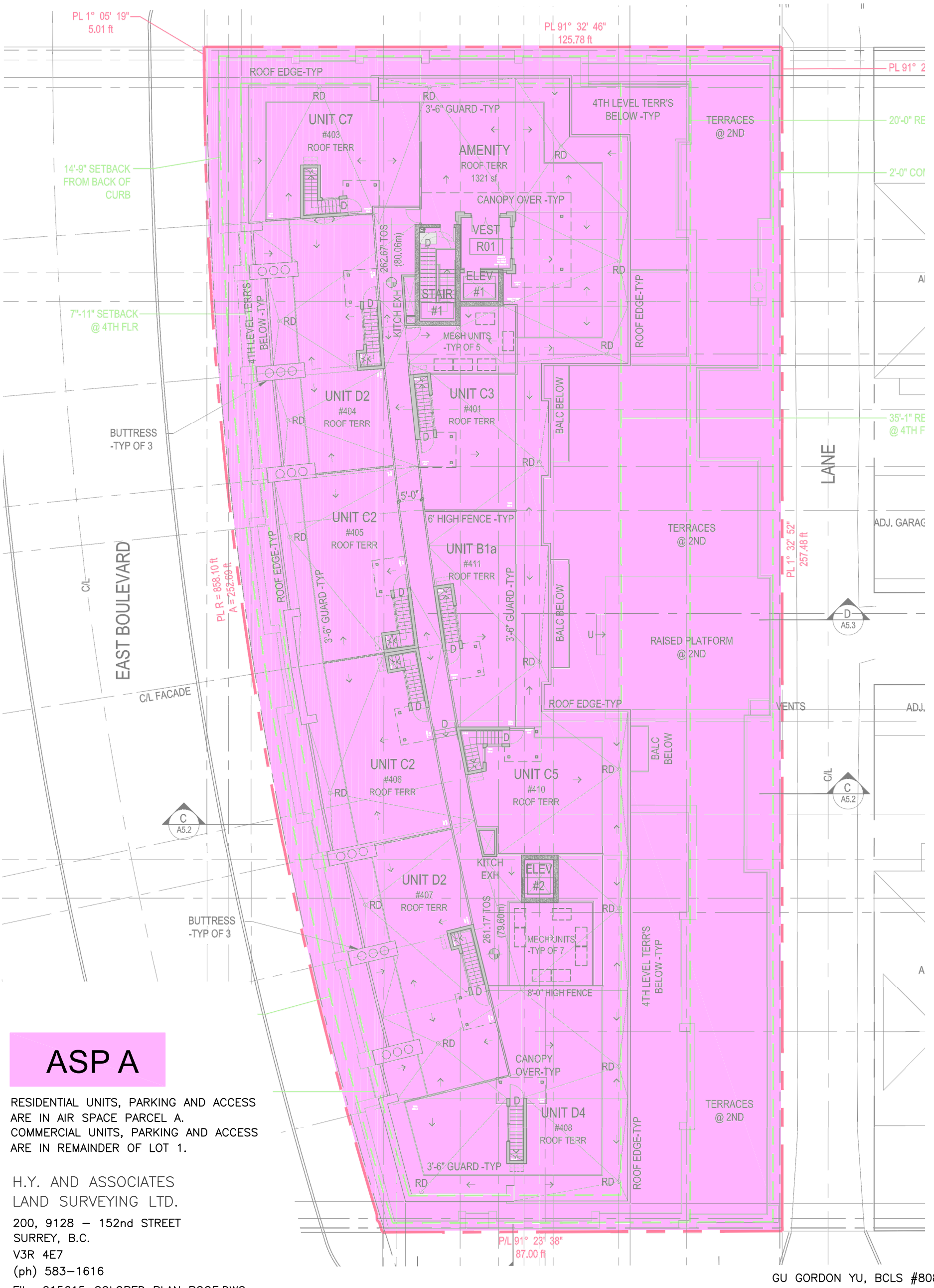
ROOF

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



ASP A

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COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN ROOF.DWG

GU GORDON YU, BCLS #808
DATE: 2021–04–05

EXHIBIT "B"

PRELIMINARY STRATA PLAN

See attached.

PRELIMINARY STRATA PLAN OF ASP A
BLOCK 2 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT ASPL EPP_____

STRATA PLAN EPS0000

BCGS 92G.025

SCALE 1:500

0 10 20 30

ALL DIMENSIONS ARE IN METRES

PRELIMINARY

THIS PRELIMINARY STRATA PLAN IS BASED ON ARCHITECTURAL PLAN RECEIVED ON 2021-02-10

REVISION 1: 2021-03-29 (EMAIL: MARCH 24)
P1 TWO LOCKER ROOMS ADDED
P1 AIR SPACE BOUNDARY REVISION
LCP BALCONY/TERRACE AREA ADDED

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V-1284 AND V-3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

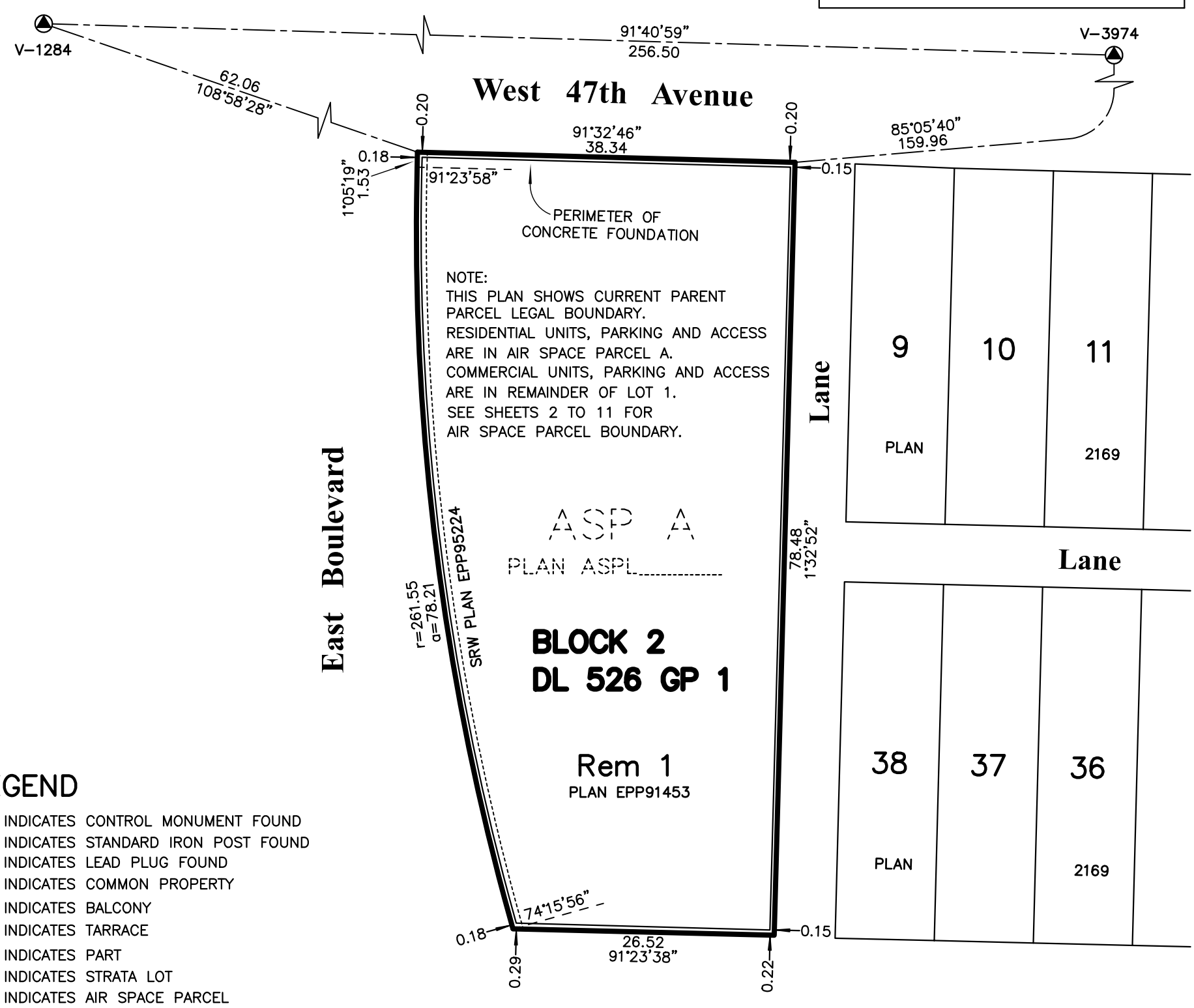
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V-1284 AND V-3974

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995941 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V-1284 AND V-3974

CIVIC ADDRESS:
2096 WEST 47th AVENUE
VANCOUVER, BC

V-1284
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 488650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

V-3974
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 488907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m



LEGEND

▲	INDICATES CONTROL MONUMENT FOUND
●	INDICATES STANDARD IRON POST FOUND
■	INDICATES LEAD PLUG FOUND
©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
T	INDICATES TARRACE
PT	INDICATES PART
SL	INDICATES STRATA LOT
ASP	INDICATES AIR SPACE PARCEL
OTB	INDICATES OPEN TO BELOW
ASPL	INDICATES AIR SPACE PLAN
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)

STRATA LOT MEASUREMENTS ARE 90° OR 45° UNLESS NOTED OTHERWISE.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 - 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583-1616

File: 215615_PG1.DWG

BALCONY AND TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B-1, T-1)

BALCONY AND TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT - CITY OF VANCOUVER

THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE th DAY OF , 2021
GU GORDON YU, BCLS #808

UNDERGROUND PARKING (P2)

SCALE 1:250

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

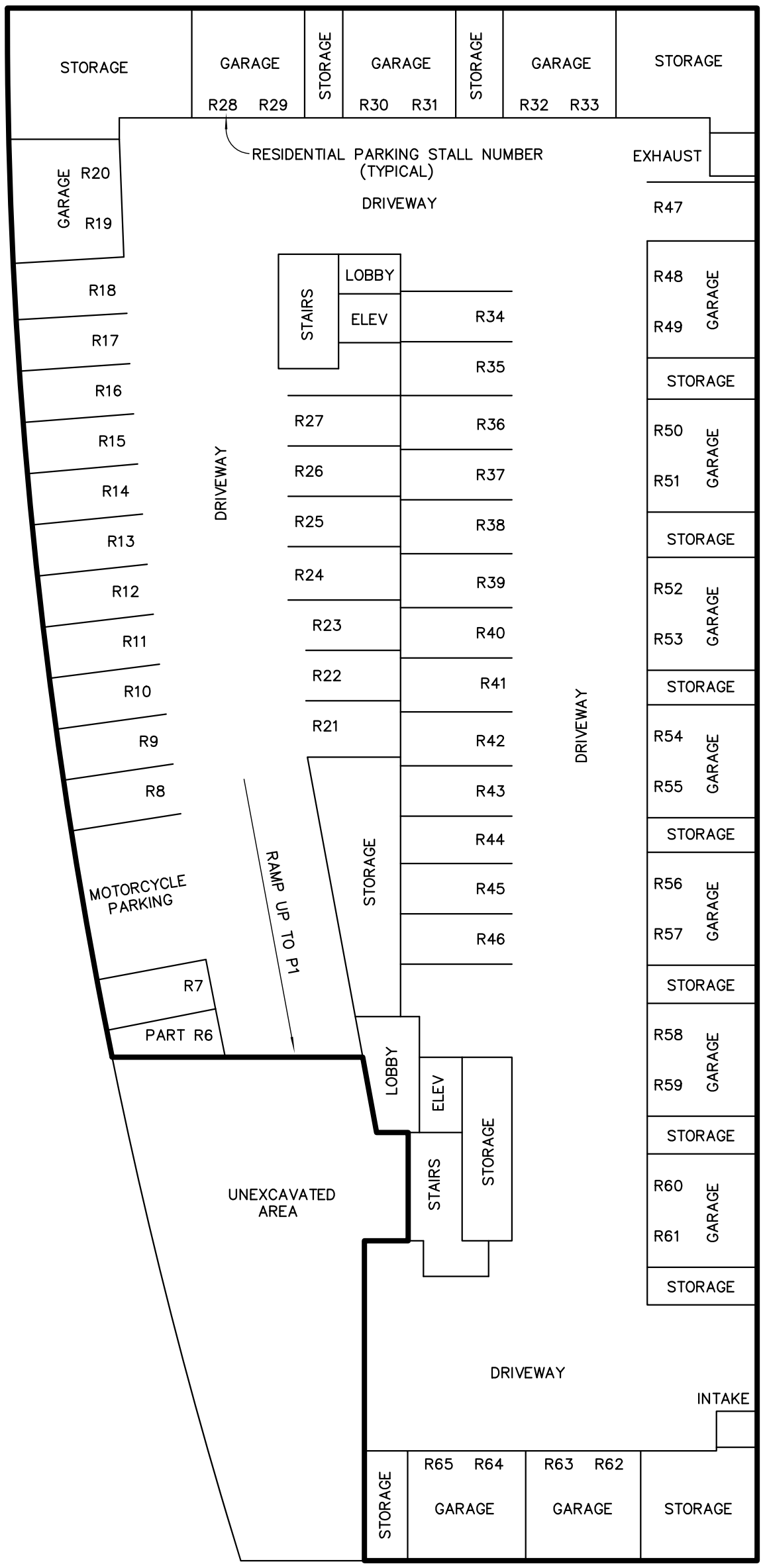
ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

N

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P2.DWG

GU GORDON YU, BCLS #808
DATE:

UNDERGROUND PARKING (P1)

SCALE 1:250

0 5 10 15

All distances are in metres.

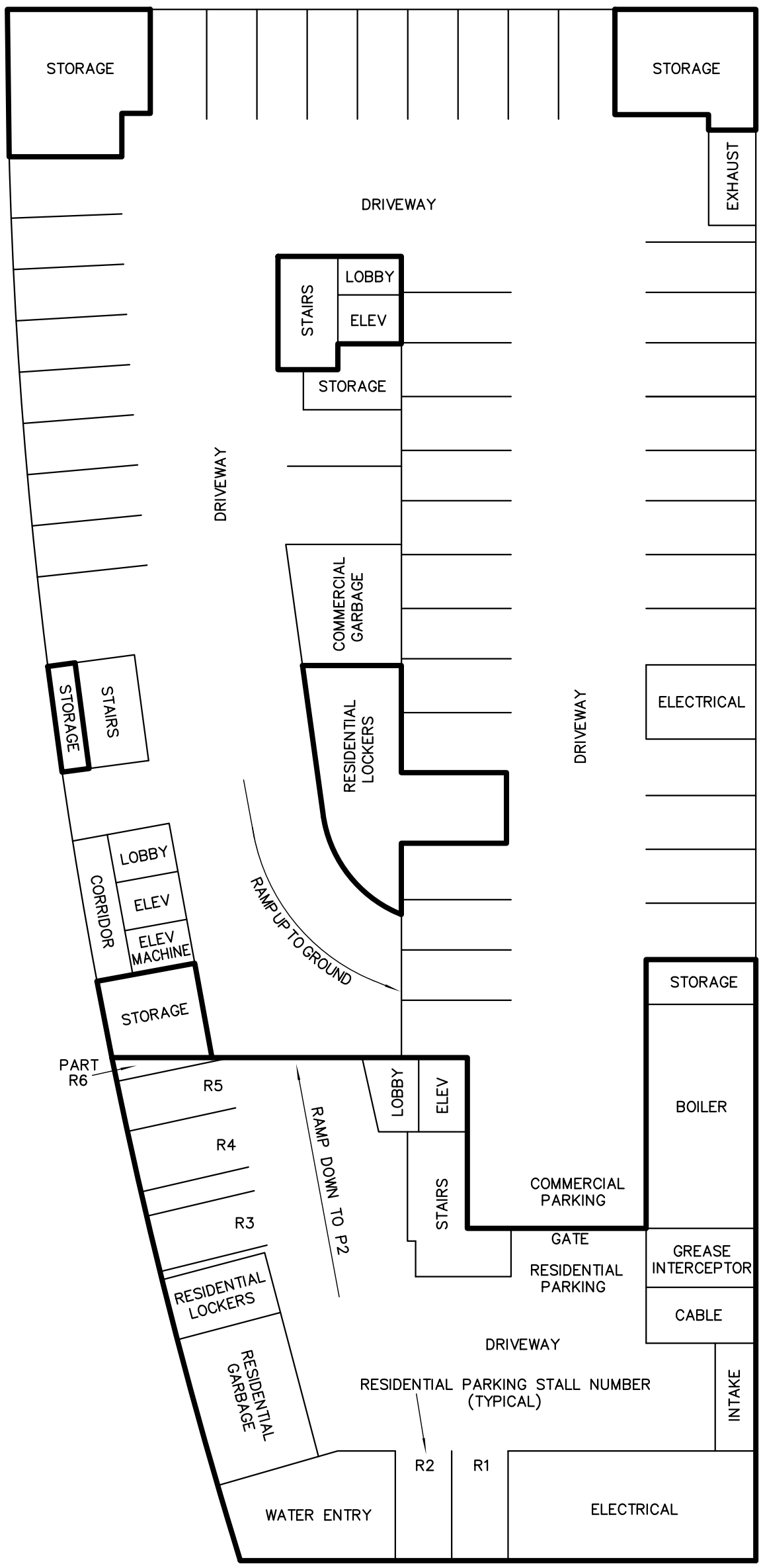
THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



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V3R 4E7
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File: 215615_P1.DWG

GU GORDON YU, BCLS #808
DATE:

GROUND FLOOR

SCALE 1:250

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

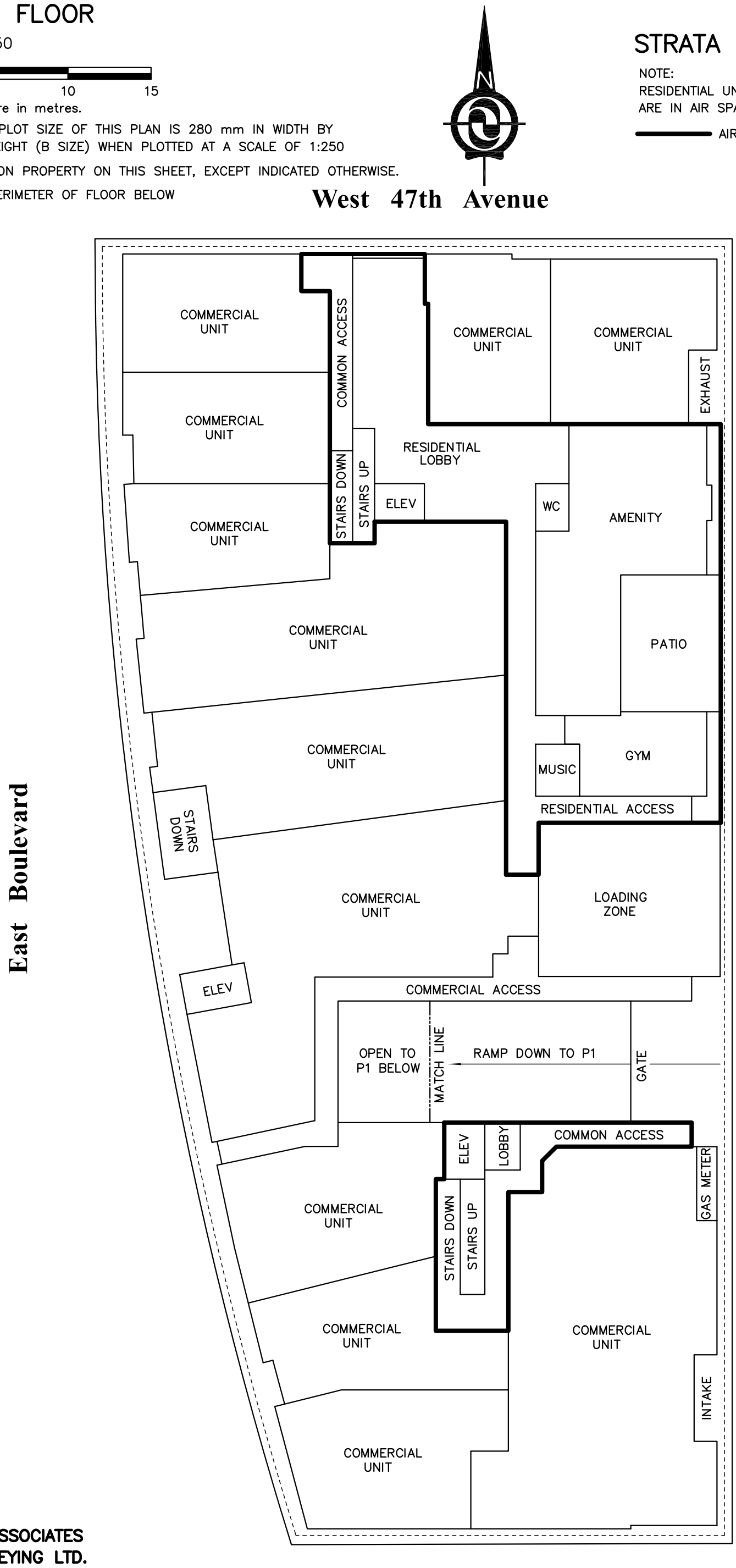
ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

---------- PERIMETER OF FLOOR BELOW

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



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V3R 4E7
(ph) 583–1616
File: 215615_1.DWG

GU GORDON YU, BCLS #808
DATE:

2nd FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

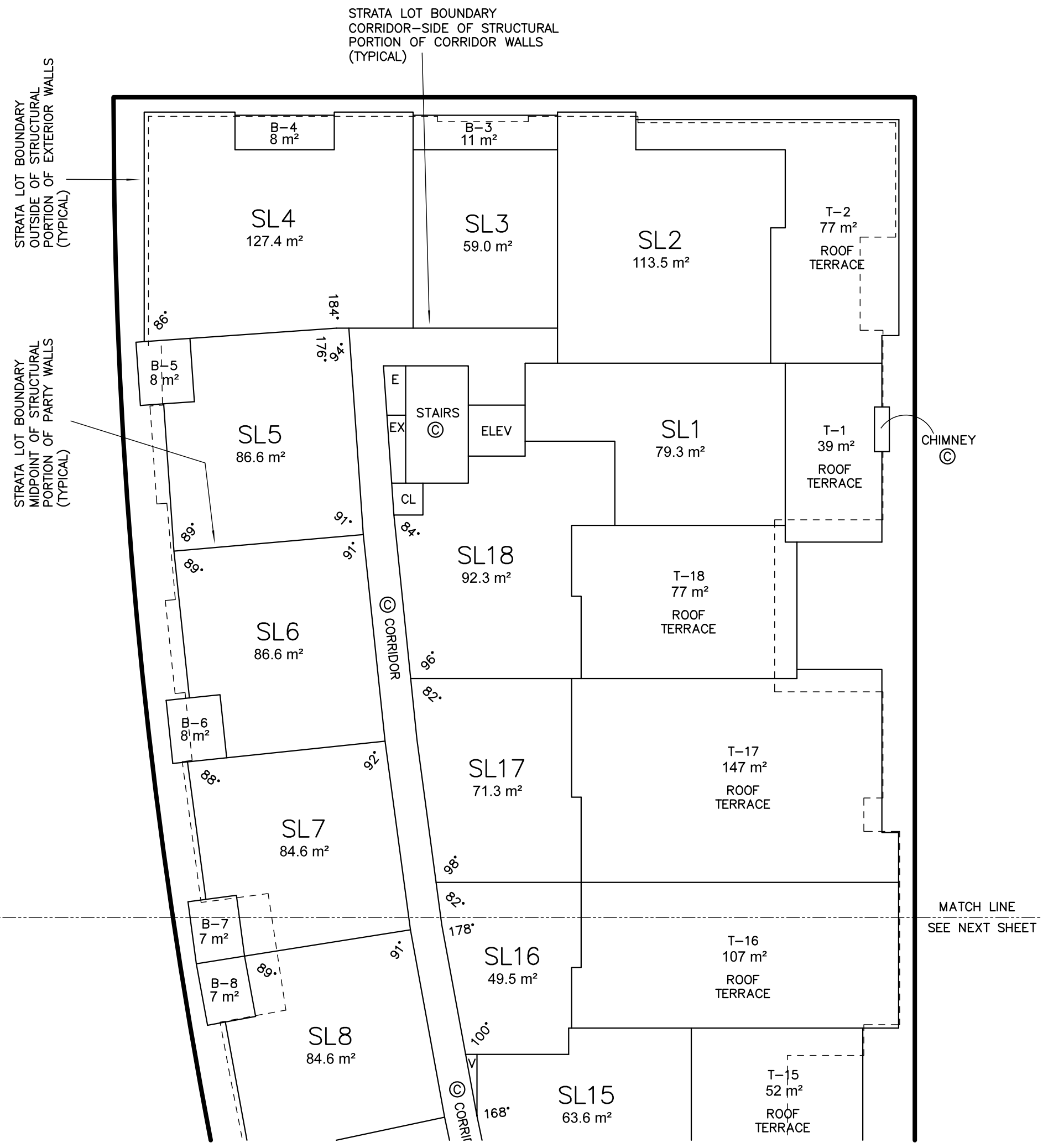
STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST
JA	INDICATES JANITOR
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



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200, 9128 – 152nd STREET
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V3R 4E7
(ph) 583–1616
File: 215615_2N.DWG

BALCONY AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

2nd FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

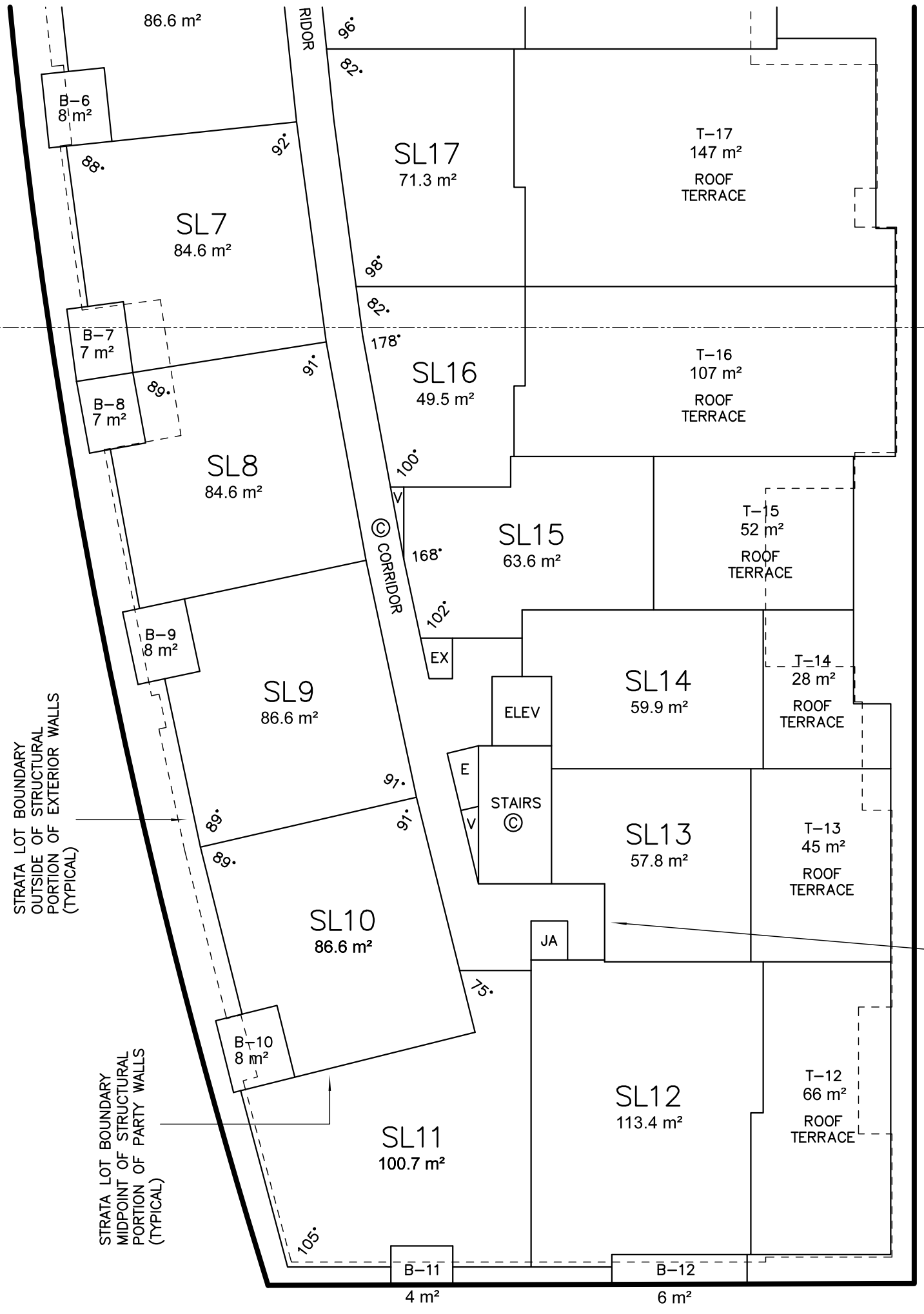
STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET (COMMON PROPERTY)
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST (COMMON PROPERTY)
JA	INDICATES JANITOR (COMMON PROPERTY)
CL	INDICATES CLOSET (COMMON PROPERTY)
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



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V3R 4E7
(ph) 583–1616
File: 215615_2S.DWG

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BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

3rd FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

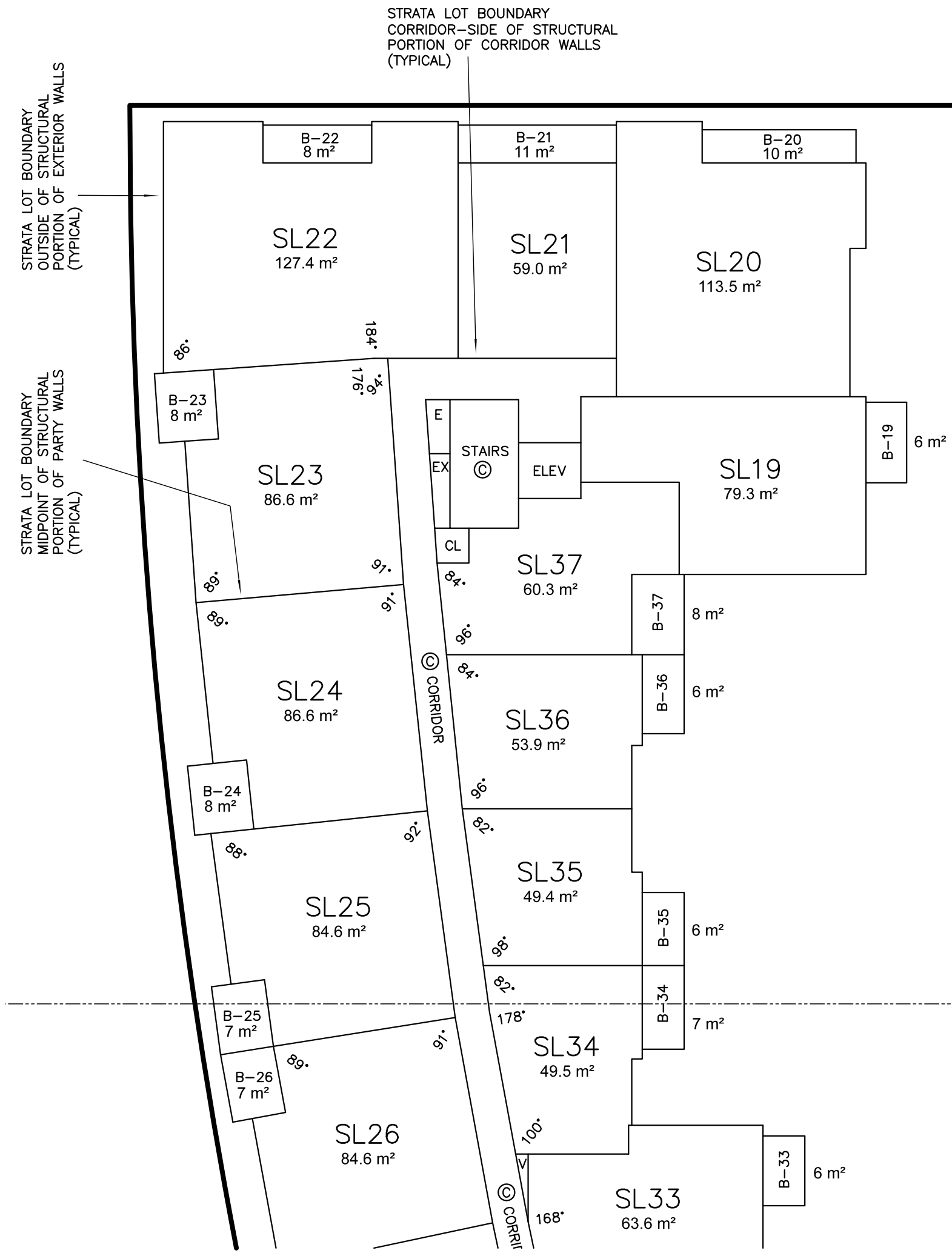
STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST
JA	INDICATES JANITOR
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



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V3R 4E7
(ph) 583–1616
File: 215615_3N.DWG

BALCONY AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

3rd FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

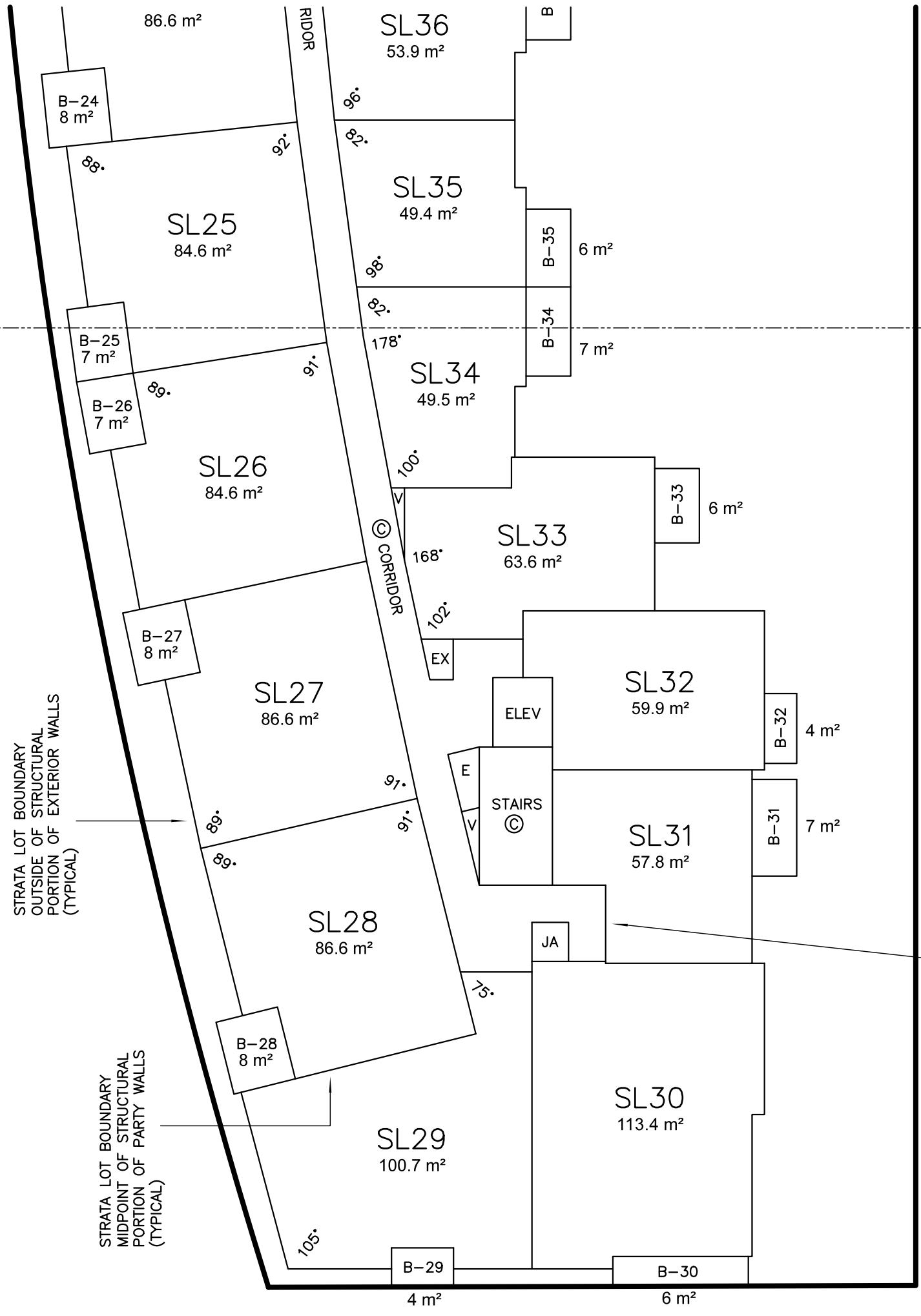
STRATA LOT BOUNDARIES DEFINED AS:

—MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
—OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
—CORRIDOR—SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST
JA	INDICATES JANITOR
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



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V3R 4E7
(ph) 583–1616
File: 215615_3S.DWG

BALCONY AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

4th FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

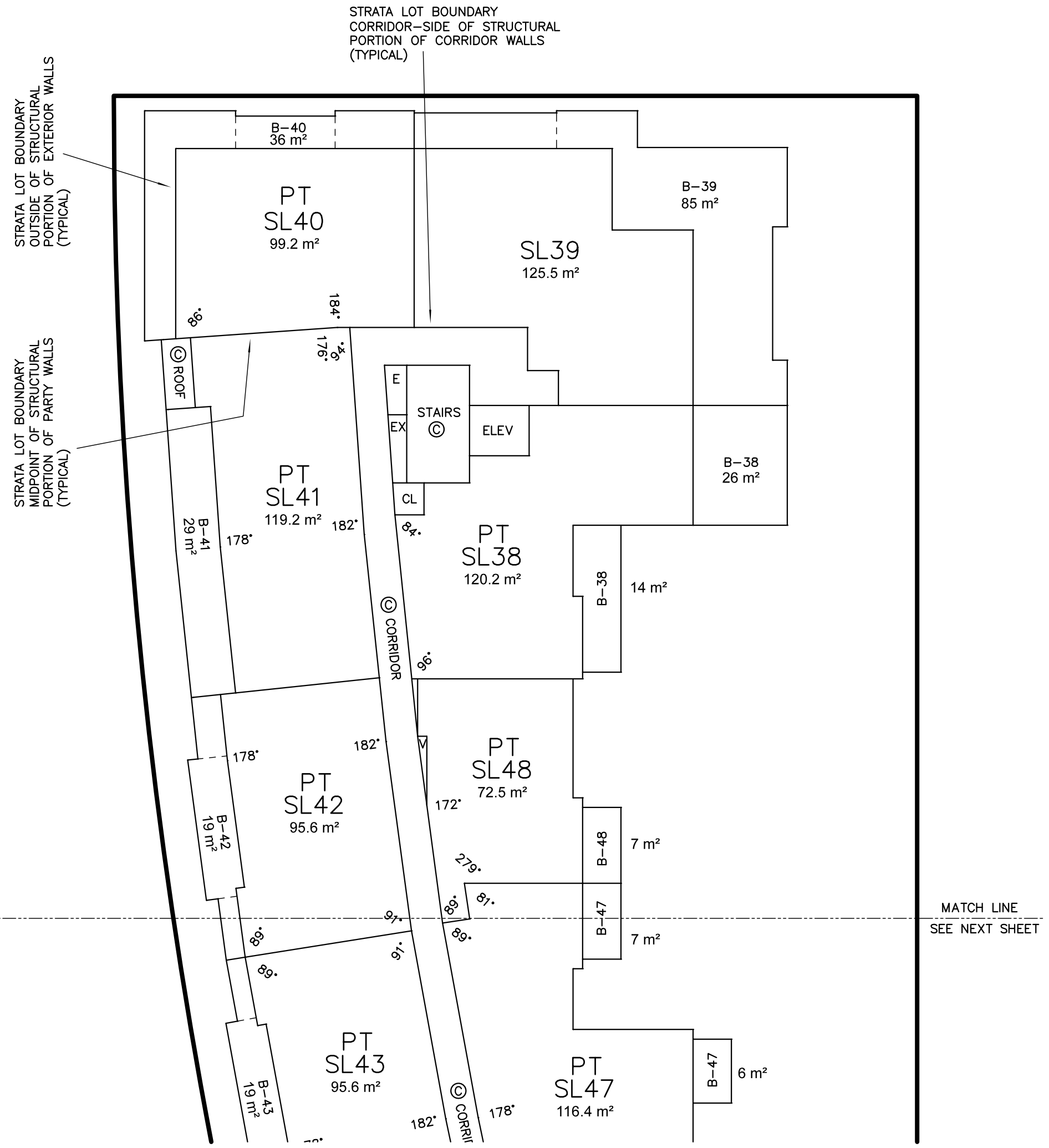
STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



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200, 9128 – 152nd STREET
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V3R 4E7
(ph) 583–1616
File: 215615_4N.DWG

BALCONY AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

4th FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

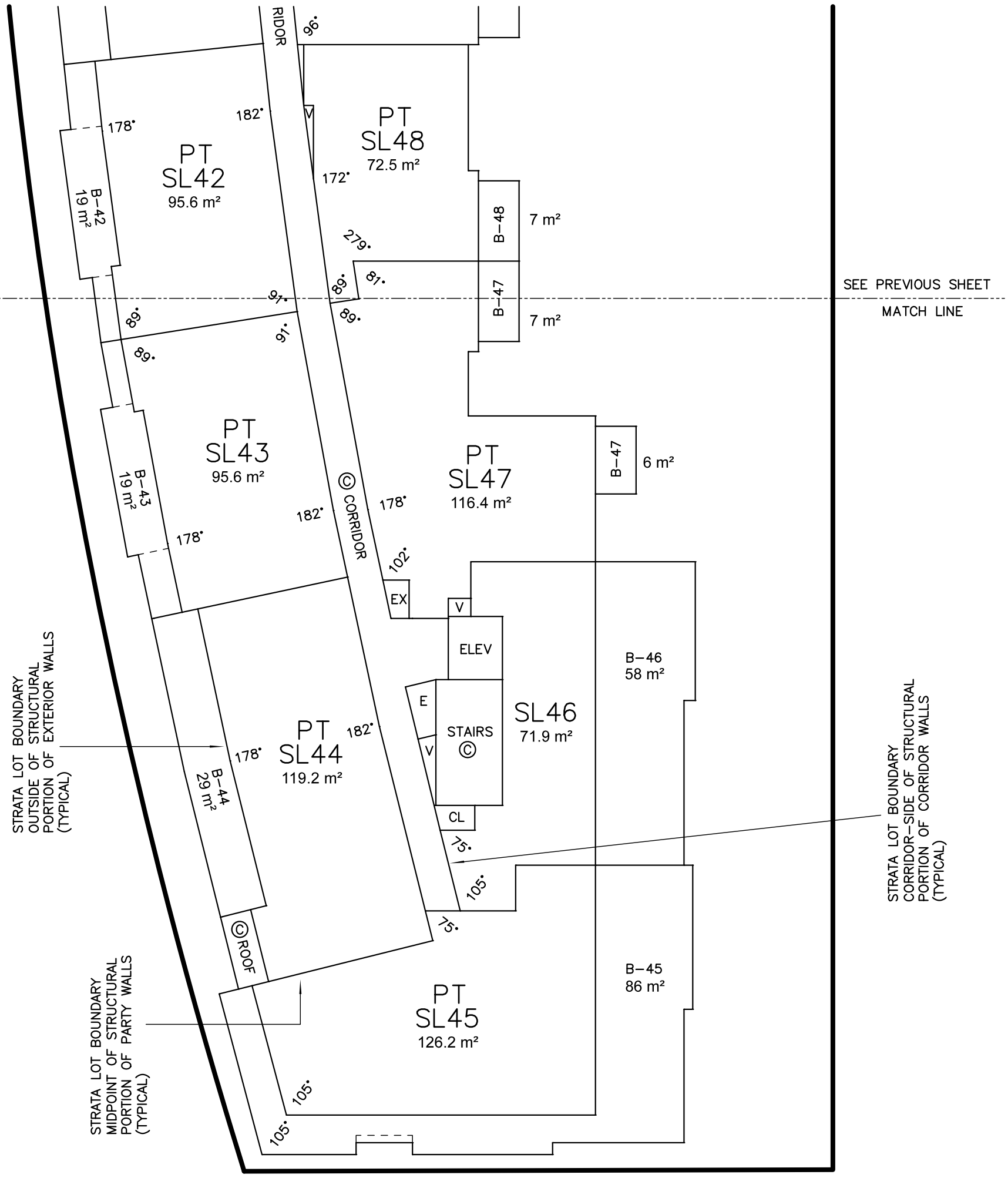
STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



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(ph) 583–1616
File: 215615_4S.DWG

BALCONY AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

ROOF

SCALE 1:250

0 5 10 15

All distances are in metres.

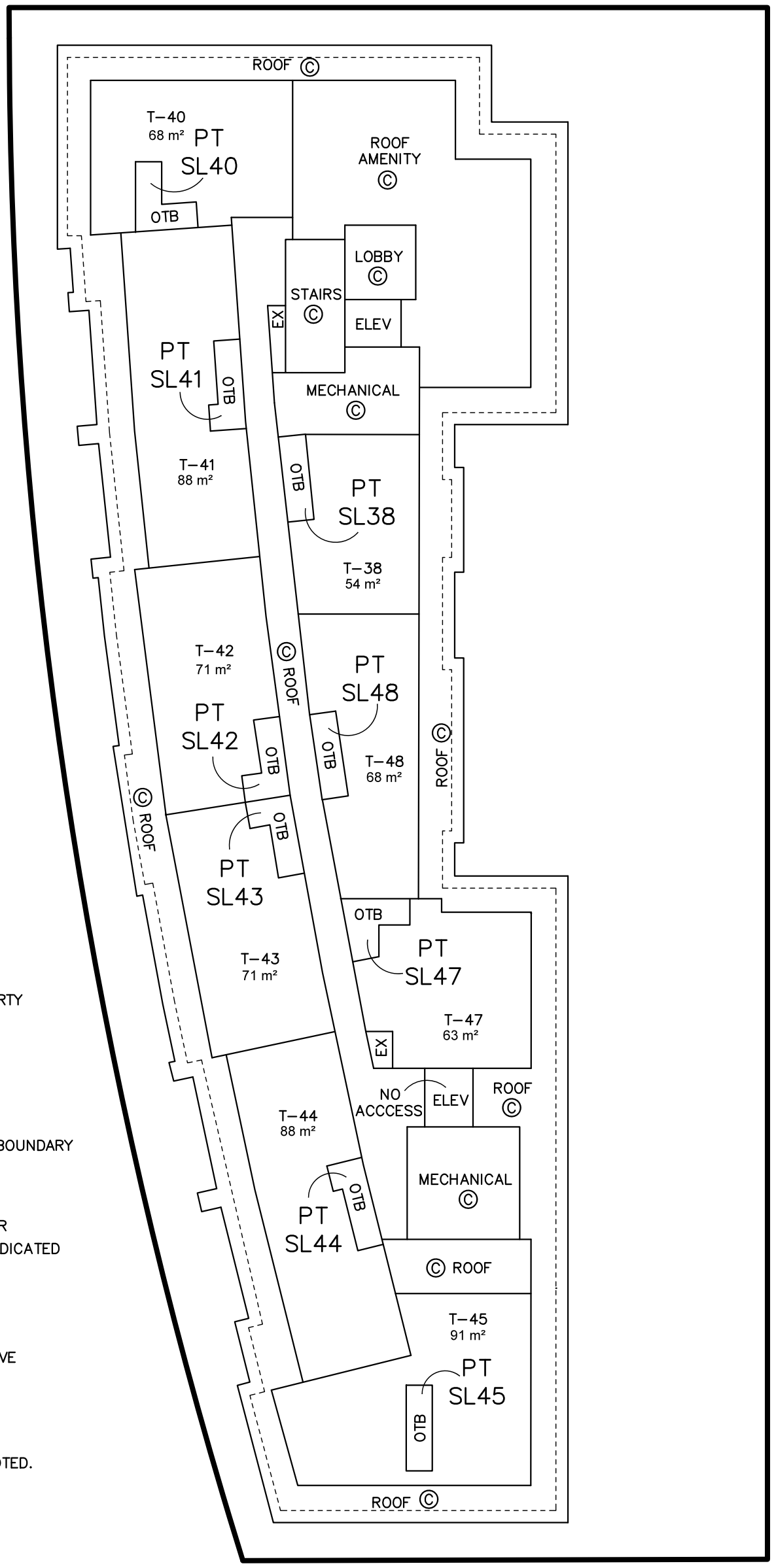
THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS

STRATA PLAN EPS0000



LEGEND

©	INDICATES COMMON PROPERTY
T	INDICATES ROOF TERRACE
EX	INDICATES EXHAUST (COMMON PROPERTY)
OTB	INDICATES OPEN TO BELOW
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY

ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: T–1)

ROOF TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

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V3R 4E7
(ph) 583–1616

File: 215615_ROOF.DWG

GU GORDON YU, BCLS #808
DATE:

EXHIBIT "C"

EXCERPT FROM ZONING BYLAW

See attached.

C-2 District Schedule

1 Intent

The intent of this Schedule is to provide for a wide range of commercial uses serving both local and city wide needs, as well as residential uses, along arterial streets. This Schedule emphasizes building design that furthers compatibility among uses, ensures livability, limits impact on adjacent residential sites, and contributes to pedestrian interest and amenity.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in this District and shall be issued a permit.

2.2 Uses

2.2.A

- Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, provided that:
  - (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
  - (b) all accessory buildings are located in the rear yard and in no case are less than 3.1 m from the ultimate centre line of any rear or flanking lane;
  - (c) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 15 percent of the total area of the site;
  - (d) not applicable; [Maximum width]
  - (e) not applicable; [Proximity to residential dwelling]
  - (f) no accessory building obstructs the horizontal daylight access prescribed in this Schedule for residential use.
- Accessory Uses customarily ancillary to any of the uses listed in this section, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 percent of the gross floor area of the principal use.

2.2.C [Cultural and Recreational]

- Arts and Culture Indoor Event.
- Bowling Alley.
- Fitness Centre.
- Library.
- Museum or Archives.
- Rink.
- Swimming Pool.

2.2.O [Office]

- Financial Institution.
- General Office.
- Health Care Office.

2.2.R [Retail]

- Grocery or Drug Store except for Small-scale Pharmacy.
- Retail Store.

2.2.S [Service]

- Auction Hall.
- Barber Shop or Beauty Salon.
- Beauty and Wellness Centre.
- Catering Establishment.
- Laundromat or Dry Cleaning Establishment.
- Photofinishing or Photography Studio.
- Print Shop.
- Repair Shop - Class B.
- Restaurant - Class 1.
- School - Business.

2.3 Conditions of Use

2.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

(a) parking and loading facilities;
(b) restaurant;
(c) display of flowers, plants, fruits and vegetables.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
(b) the submission of any advisory group, property owner or tenant.

3.2 Uses

3.2.A
- Accessory Uses to any of the uses listed in this Schedule, subject to the same provisions as section 2.2.A of this Schedule.

3.2.AG [Agricultural]

- Urban Farm - Class B.

3.2.C [Cultural and Recreational]

- Arcade.
- Artist Studio.
- Billiard Hall.
- Club.
- Community Centre or Neighbourhood House.
- Hall.
- Park or Playground.
- Theatre.
- Zoo or Botanical Garden.

3.2.D
- Deposition or extraction of material so as to alter the configuration of the land.

3.2.DW [Dwelling]

- Dwelling units in conjunction with any of the uses listed in this schedule except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion.
- Multiple Dwelling, provided that the Director of Planning is of the opinion that the site is suitable for residential use.
- Multiple Conversion Dwelling, resulting from the conversion of a building which was in existence prior to June 18, 1956, provided that:

  (a) before making a decision the Director of Planning shall consider the quality and livability of the resulting units, the suitability of the building for conversion in terms of age and size, and the effect of the conversion on adjacent properties and the character of the area; and
  (b) building additions shall not be permitted.

- Principal Dwelling Unit combined with a Lock-off Unit in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes unless the purpose is for entrances to the residential portion.
- Principal Dwelling Unit combined with a Lock-off Unit in a Multiple Dwelling if the Director of Planning is of the opinion that the site is suitable for residential use.
- Residential Unit associated with and forming an integral part of an artist studio.
- Seniors Supportive or Assisted Housing.

3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Detoxification Centre.
- Hospital.
- Public Authority Use.
- School - Elementary or Secondary.
- School - University or College.
- Social Service Centre.
- Community Care Facility – Class B.
- Group Residence.

3.2.M [Manufacturing]

- Jewellery Manufacturing.
- Printing and Publishing.

3.2.O [Office]

- Health Enhancement Centre.

3.2.P [Parking]

- Parking Uses.

3.2.R [Retail]

- Adult Retail Store.

- Cannabis Store.
- Farmers' Market. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity*.
- Furniture or Appliance Store.
- Gasoline Station - Full Serve.
- Gasoline Station - Split Island.
- Grocery Store with Liquor Store.
- Liquor Store.
- Pawnshop.
- Public Bike Share.
- Secondhand Store.
- Small-scale Pharmacy.
- Vehicle Dealer.

3.2.S [Service]

- Animal Clinic.
- Bed and Breakfast Accommodation.
- Cabaret.
- Drive-through Service.
- Funeral Home.
- Hotel.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Neighbourhood Public House.
- Photofinishing or Photography Laboratory.
- Repair Shop - Class A.
- Restaurant - Class 2.
- Restaurant - Drive-in.
- School - Arts or Self-Improvement.
- School - Vocational or Trade.
- Short Term Rental Accommodation.
- Sign Painting Shop.
- Wedding Chapel.

3.2.T [Transportation and Storage]

- Taxicab or Limousine Station.

3.2.U [Utility and Communication]

- Public Utility.
- Radiocommunication Station.
- Recycling Depot.

3.2.W [Wholesale]

- Lumber and Building Materials Establishment.
- Wholesaling - Class A.
- Wholesaling - Class B.

3.2.Z

- Any other use which is not specifically listed and defined as a use in section 2 of this By-law but which Director of Planning considers comparable in nature to the uses listed in this Schedule, having regard to the intent of this Schedule.

3.3 Conditions of Use

3.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:
(a) parking and loading facilities;
(b) full serve and split island gasoline station, except that section 11.13.2 of this By-law continues to apply;
(c) vehicle dealer;
(d) drive-in restaurant;
(e) drive-through service;
(f) lumber store;
(g) taxicab or limousine station;
(h) neighbourhood public house;
(i) farmers' market;
(j) public bike share; and
(k) Urban Farm - Class B.

4 Regulations

All uses approved under sections 2 and 3 of this Schedule shall be subject to the following regulations.

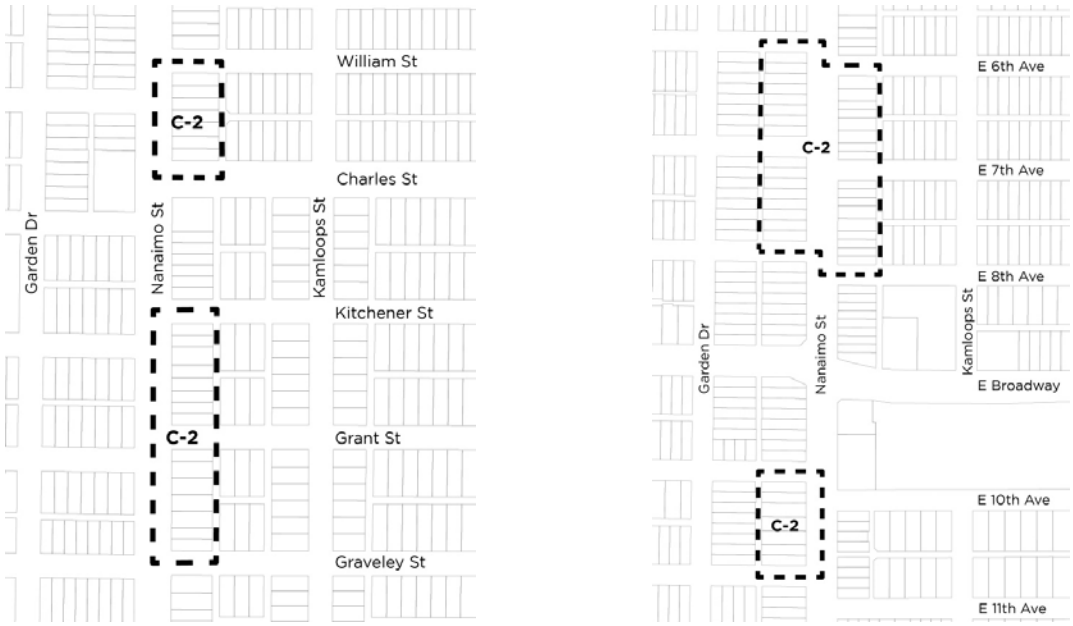
4.1 Site Area -- Not Applicable.

4.2 Frontage

4.2.1 For buildings located in the area shown on the map in Figure 1, the maximum frontage for any commercial use is 15.3 m.

4.2.2 The Director of Planning may increase the maximum frontage regulation in section 4.2.1 provided consideration is first given to the intent of this Schedule and all applicable policies and guidelines adopted by Council.

Figure 1. Nanaimo Street C-2 Areas with Maximum Commercial Frontages and Land Dedications



4.3 Height

4.3.1 The maximum height of a building shall be as follows, and as illustrated in Figure 2:

(a) for 6.1 m measured from the ultimate rear property line, the height of a building, measured from base surface, shall not exceed 4.6 m;
(b) for the next 4.6 m, the height of a building, measured from base surface, shall not exceed 10.7 m; and
(c) for the balance of the site, the height of a building, measured from a plane formed by lines extending horizontally back from the officially established building grades at front property line, shall not exceed 13.8 m.

4.3.2 Despite section 4.3.1, the Director of Planning or Development Permit Board, as the case may be, may permit an increase in the maximum height provided the Director of Planning or Development Permit Board first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group, property owner, or tenant.

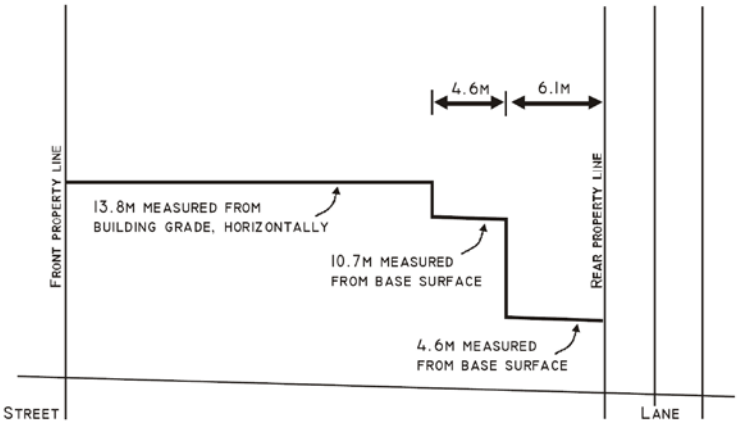


Figure 2. Height

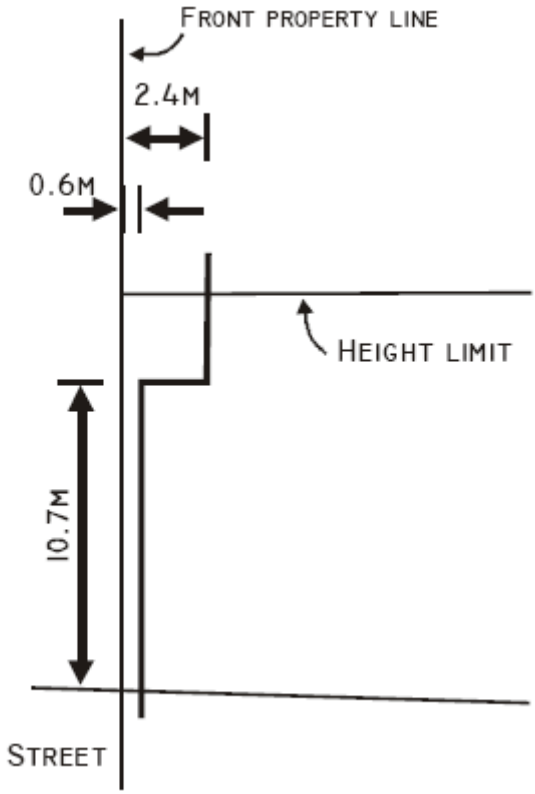
4.4 Front Yard and Setback

4.4.1 The front yard and front setback shall be as follows, and as illustrated in Figure 3:

(a) for portions of a building not containing dwelling uses or community care facilities or group residences, other than just entrances, within 2.0 m above the officially established building grades at the front property line:
  (i) subject to clause (ii), the depth of the yard shall be 0.6 m, and
  (ii) above a height of 10.7 m, measured from a plane formed by lines extending horizontally back from the front property line at grade, the minimum depth of the front setback shall be 2.4 m except that open roof gardens may intrude into the setback;
(b) for portions of a building containing dwelling uses or community care facilities or group residences, other than just entrances, within 2.0 m above street grade, the minimum depth of the front yard shall be .6 m and the minimum average depth shall be 3.7 m;
(c) despite subsection (a), if the side of the site adjoins, without the intervention of a lane, the front yard of a site located in an R District, the minimum depth of the front yard shall be 3.7 m for a minimum distance of 3.7 m measured from the adjoining site; and
(d) despite subsection (a), the minimum front setback, measured from the front property line, of any parking area shall be 1.2 m.

4.4.2 Despite section 4.4.1, the Director of Planning may permit a reduced or increased front yard or front setback for portions of the building, provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.

Figure 3. Front Yard and Setback



4.5 Side Yards and Setback

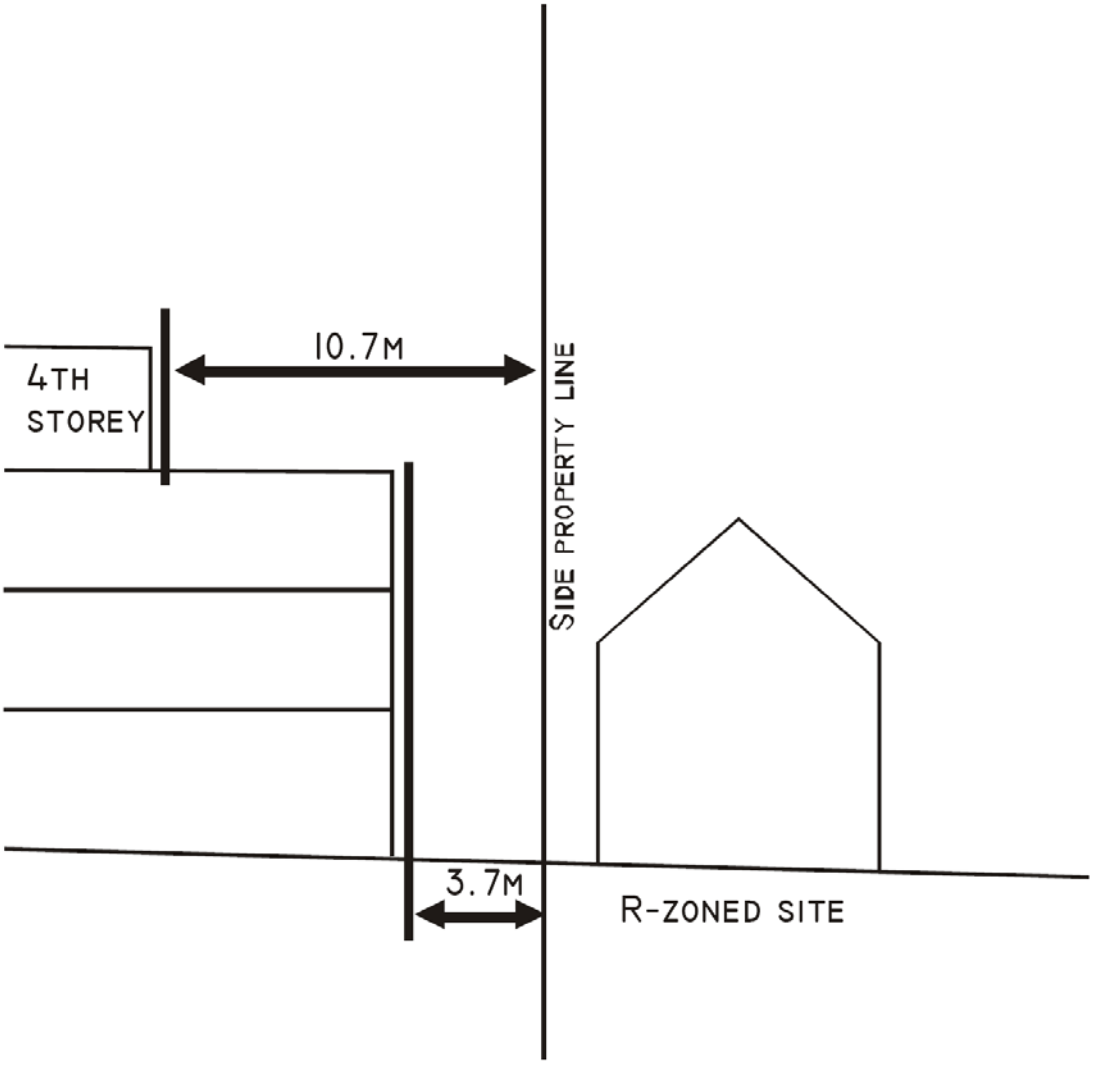
4.5.1 The side yards and side setback shall be as follows, and as illustrated in Figure 4:

(a) except as otherwise required by this section 4.5.1, no side yard is necessary but if there is a side yard the minimum width shall be .9 m;

(b) if the side of the site adjoins, without the intervention of a lane, the side yard of a site located in an R district, the minimum width of a side yard:
   (i) for portions of a building below the fourth storey, shall be 3.7 m, and
   (ii) for portions of a building at or above the fourth storey, shall be 10.7 m;
   except that the Director of Planning may permit a reduced side yard or side setback provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council; and

(c) on a corner site, the exterior side yard and side setback requirements shall be the same as the front yard and front setback requirements in section 4.4.1 and 4.4.2.

Figure 4. Side Yard and Setback Adjacent



4.6 Rear Yard and Setback

4.6.1 The rear yard and rear setback, measured from the ultimate rear property line, shall be as follows, and as illustrated in Figures 5:

(a) for portions of a building not containing dwelling uses, the minimum depth of the rear yard shall be 0.6 m;

(b) for portions of a building containing dwelling uses, the minimum depth of the rear setback shall be 6.1 m, except that open roof gardens may intrude into the setback;

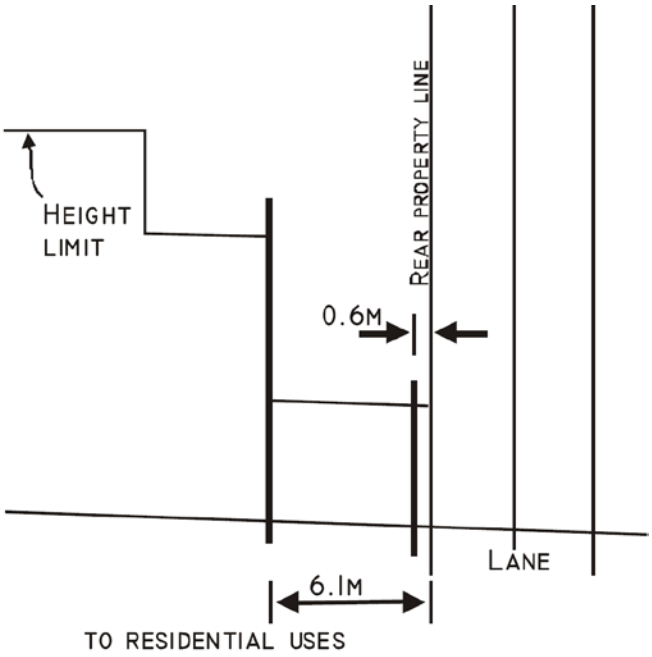
(c) despite subsections (a) and (b), if the rear of the site adjoins, without the intervention of a lane, the side yard of a site located in an R District:

(i) for portions of a building not containing dwelling uses, the minimum depth of the rear yard shall be 3.1 m, and

(ii) for portions of a building containing dwelling uses, the minimum depth of the rear setback behind those portions of the building shall be 6.1 m, except that open roof gardens may intrude into the setback.

4.6.2 Despite section 4.6.1, the Director of Planning may permit a reduced rear yard or rear setback provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.

Figure 5. Rear Yard Setback



4.7 Floor Space Ratio

4.7.1 The floor space ratio shall not exceed .75, except that the Director of Planning, may permit an increase in floor space ratio as follows:

(a) for all uses combined, up to 2.5;
(b) for dwelling uses in conjunction with other uses, up to 1.75 in storeys located above the front street level storey, and up to 0.4 in the front street level storey or below;
(c) for multiple dwelling, up to 2.15; and
(d) for the purpose of subsection(b) and (c), an artist studio shall be deemed to be a dwelling use;

provided the Director of Planning first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group or property owner or tenant.

4.7.2 The following shall be included in the computation of floor space ratio:

(a) all floors of all buildings including accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.

4.7.3 The following shall be excluded in the computation of floor space ratio:

(a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight percent of the residential floor area being provided;

(b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
(c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which:
    (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
    (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length.
(d) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10 percent of the total permitted floor area, provided that for child day care facilities the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
(e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.7.4 The Director of Planning may permit the following to be excluded in the computation of floor space ratio:

(a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
    (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed eight percent of the residential floor area being provided, and
    (ii) no more than fifty percent of the excluded balcony floor area may be enclosed.

4.8 Site Coverage -- Not Applicable.

4.9 [Deleted -- see Parking By-law.]

4.10 Horizontal Angle of Daylight

4.10.1 Each habitable room must have at least one window on an exterior wall of a building.

4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.

4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.

4.10.4 The Director of Planning may relax the horizontal angle of daylight requirement, if:

(a) the Director of Planning first considers all the applicable policies and guidelines adopted by Council; and
(b) the minimum distance of unobstructed view is not less than 3.7 m.

4.10.5 An obstruction referred to in section 4.10.2 means:

(a) any part of the same building including permitted projections; or
(b) the largest building permitted under the zoning on any adjoining site.

4.10.6 A habitable room referred to in section 4.10.1 does not mean:

(a) a bathroom; or
(b) a kitchen whose floor area is the lesser of:
(i) 10% or less of the total floor area of the dwelling unit, or
(ii) 9.3 m^2.

4.11 Dedication of Land for Lane Purposes

4.11.1 For development sites located in the area shown in Figure 1, where a site does not abut a lane, or abuts a lane which is less than 6.1 m in width, a portion of the site, as determined by the City Engineer, to a maximum of 3.1 m, must be dedicated for lane purposes.

4.11.2 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.

4.12 (Reserved)

4.13 (Reserved)

4.14 Dedication of Land for Sidewalk and Boulevard Purposes

4.14.1 For development sites located in the area shown in Figure 1 which adjoin the streets set forth below, a portion of the site must be dedicated for sidewalk and boulevard improvements to achieve a distance from the centerline of the street to the property line of the development site, measured at right angles, of the distance set out below:

(i)	Nanaimo Street, from from William Street to Graveley Street	15.1 m; or
(ii)	Nanaimo Street, from East 6th Avenue to East 11th Avenue	16.1 m.

4.14.2 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.

4.15 Acoustics

4.15.1 A development permit application for dwelling uses shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of the dwelling units listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels.

Portions of dwelling units	**Noise levels (Decibels)**
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

5 Relaxation of Regulations

5.1 The Director of Planning may relax the maximum height, floor area and location regulations for accessory buildings and accessory uses except that the relaxed height shall not, in any event, exceed the maximum prescribed in section 4.3.1 nor the floor space exceed 33⅓ percent of the gross floor area of the principal use.

5.2 The Director of Planning may relax the use conditions of sections 2.3.1 and 3.3.1 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule.

EXHIBIT "D"

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

See attached.

Strata Property Act
Form V
Schedule of Unit Entitlement
(Sections 245 (a), 246, 264)

Re: Strata Plan EPS_____ being strata plan of

___-___-___ (Parent Parcel PID: 031-145-884)

Air Space Parcel A Block 2 District Lot 526 Group 1 New Westminster District
Air Space Plan EPP_____

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, [*check appropriate box*] as set out in the following table:

☑ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act.*

Certificate of British Columbia Land Surveyor

I, Gu Gordon Yu, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

……
Signature

OR

☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*.

……
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m²	Unit Entitlement	%* of Total Unit Entitlement**
1	5	79.3	79	1.893
2	5	113.5	114	2.731
3	5	59.0	59	1.414
4	5	127.4	127	3.043
5	5	86.6	87	2.084
6	5	86.6	87	2.084
7	5	84.6	85	2.036
8	6	84.6	85	2.036
9	6	86.6	87	2.084
10	6	86.6	87	2.084
11	6	100.7	101	2.420
12	6	113.4	113	2.707
13	6	57.8	58	1.390
14	6	59.9	60	1.437
15	6	63.6	64	1.533
16	6	49.5	50	1.198
17	5	71.3	71	1.701
18	5	92.3	92	2.204
19	7	79.3	79	1.893
20	7	113.5	114	2.731
21	7	59.0	59	1.414
22	7	127.4	127	3.043
23	7	86.6	87	2.084
24	7	86.6	87	2.084
25	7	84.6	85	2.036
26	8	84.6	85	2.036
27	8	86.6	87	2.084
28	8	86.6	87	2.084
29	8	100.7	101	2.420
30	8	113.4	113	2.707
31	8	57.8	58	1.390
32	8	59.9	60	1.437
33	8	63.6	64	1.533
34	8	49.5	50	1.198
35	7	49.4	49	1.174
36	7	53.9	54	1.294
37	7	60.3	60	1.437
38	9	120.2	120	2.875
39	9	125.5	126	3.019
40	9	99.2	99	2.372
41	9	119.2	119	2.851

42	9	95.6	96	2.300
43	10	95.6	96	2.300
44	10	119.2	119	2.851
45	10	126.2	126	3.019
46	10	71.9	72	1.725
47	10	116.4	116	2.779
48	9	72.5	73	1.749
Total number of lots: **48**			Total unit entitlement: **4174**	

* expression of percentage is for information purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: …….. *[month day, year]*

……
Signature of Owner Developer

EXHIBIT "E"

PROPOSED BYLAWS

STRATA PROPERTY ACT

FORM Y

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS
(Section 245 (d), Regulations section 14.6 (2))

Re: Strata Plan EPS_____, being a strata plan of:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

See Schedule "A" attached.

Date: _____, 2020

Signature of owner/developer:

1076255 B.C. Ltd.:

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

THE OWNERS, STRATA PLAN EPS ♦, CHLOE

Definitions

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**Act**"). For the purposes of these bylaws:

(a) "**alteration**" includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced;

(b) "**common property**" includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;

(c) "**residents**" means collectively, owners, tenants and occupants and "**a resident**" means collectively, an owner, a tenant and an occupant;

(d) "**strata council**" means council as required under the Act;

(e) "**strata council majority vote**" means a vote in favour of a strata council resolution by more than ½ of the votes cast by strata council members who are present in person at the time the vote is taken and who have not abstained from voting;

(f) "**strata insurance**" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to $50.

2.3 An owner must provide the strata corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for strata fees or, only if such monthly automatic debit is not available to an owner, twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month.

2.4 Failure by an owner to submit written authorization for automatic debit for strata fees or twelve (12) monthly, post-dated strata fee cheques in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and is subject to a fine of up to $200 for each contravention.

2.5 Each dishonoured automatic debit or dishonoured cheque will be subject to a fine of up to $50 and an administration charge of $50.

2.6 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.6, the outstanding special levy contributions will be subject to:

(a) an interest charge of 10% per annum, compounded annually; and

(b) a fine of up to $50.

3. Repair and maintenance of property by owner

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws. In addition to and without limiting this bylaw 3.1, an owner must:

(a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and

(b) not allow a strata lot to become unsanitary or untidy.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3.3 Despite bylaw 11.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, terrace or roof terrace that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, terrace or roof terrace (including the cleaning of the surface of the balcony, terrace or roof terrace and associated railings, as well as the removal of debris from any associated drains).

4. Use of property

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal or otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws), or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

4.3 A resident or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata insurance, including, not exhaustively, anything which may:

(a) increase the rate of any premium applicable to or any deductible under the strata insurance;

(b) result in the cancellation or voiding of any policy of strata insurance; or

(c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.

4.4 A resident must not use, or permit to be used, the strata lot except as a single family dwelling.

4.5 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. For the purposes of this bylaw 4.5, short-term accommodation refers to stays of less than 30 consecutive days. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes for a period of less than 30 consecutive days. Any breach of this bylaw 4.5 is subject to a fine of up to $1,000 per day.

4.6 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis.

5. Pets and animals

5.1 A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

5.2 The keeping of pets in a strata lot is restricted to the following:

(a) a reasonable number of fish;

(b) up to 2 caged birds;

(c) one cat and one dog or two cats or two dogs,

(collectively, "**Permitted Pets**" and any one pet a "**Permitted Pet**").

5.3 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

5.4 A resident or visitor must not bring, harbour or keep a vicious dog anywhere on or within Strata Plan EPS ♦ or a common asset. For the purposes of this bylaw 5.4, a "**vicious dog**" includes a dog which meets one or more of the following conditions:

(a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans;

(b) any dog which has bitten another domestic animal or human without provocation;

(c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of the aforementioned breeds.

In the event of a dispute as to whether a dog is a "**vicious dog**" within the meaning of this bylaw 5.4, the strata council may choose a veterinarian and request a letter of certification from that veterinarian, or in the alternate, select a suitable dog expert, at the dog owner's expense, to meet with the owner and the dog to assess the dog's behaviour and potential for causing harm to other dogs or to people.

5.5 A resident must register each cat and each dog with the strata council within 30 days of the cat or dog, as applicable, residing on a strata lot (or the passage of this bylaw 5) and by providing, in writing, the name (if any) of the cat or dog (as applicable), breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.

5.6 A pet owner must:

(a) not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner;

(b) keep a Permitted Pet only in a strata lot, except for ingress and egress; and

(c) ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.

5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of strata council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the strata council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

5.8 If a resident contravenes bylaw 5.7, the owner of the strata lot will be subject to a fine of up to $200.

5.9 Despite bylaw 5.8, a resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

5.10 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

5.11 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, terraces, roof terraces, strata lots, common property or land that is a common asset.

5.12 A resident who contravenes any of bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.11 (inclusive) will be subject to a fine of up to $200.

6. Inform strata corporation

6.1 An owner must notify the strata corporation of:

(a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;

(b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and

(c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

6.2 On request by the strata corporation, a resident or visitor must inform the strata corporation of the resident's or visitor's name and the strata lot which the resident occupies or the visitor is visiting.

7. Permit entry to strata lot

7.1 A resident or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot or limited common property:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) to ensure a resident's or visitor's compliance with the Act, bylaws and rules.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:

(a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;

(b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

Alterations to a Strata Lot, Common Property or Limited Common Property

8. Approval for alterations to a strata lot, limited common property or common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

(a) an alteration to a strata lot that involves any of the following:

(i) the structure of a building;

(ii) the exterior of a building;

(iii) terraces, roof terraces, chimneys, stairs, balconies or other things attached to the exterior of a building;

(iv) doors, windows or skylights on the exterior of a building, or that front on the common property;

(v) fences, railings or similar structures that enclose a terrace, roof terrace, balcony or yard;

(vi) common property located within the boundaries of a strata lot;

(vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;

(viii) flooring;

(ix) wiring, plumbing, piping, heating, air conditioning and other services; and

(x) installation or removal of a wall or walls, whether structural or not; and

(b) any alteration to common property, including limited common property, or to common assets.

8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:

(a) submit, in writing, detailed plans and description of the intended alteration;

(b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and

(c) determine whether the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).

8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

(a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

(b) that the standard of work and materials be not less than that of the existing structures;

(c) that all work and materials necessary for the alteration be at the sole expense of the owner;

(d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;

(e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation;

(f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.

8.4 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.

8.5 If, subsequent to the passage of bylaws 8.1 to 8.4 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.5, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.5, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.

8.6 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

9. Hard-Surface Flooring

9.1 For the purposes of these bylaws, **"hard surface flooring**" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other similar materials.

9.2 An owner must, in accordance with bylaw 8, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.

9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 71 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the strata council pursuant to bylaw 8, the strata council, may require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to the strata council, confirming that the minimum value of 71 for the STC and IIC ratings will be achieved by the owner's proposed hard surface flooring installation.

9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaw 9.2.

10. Conduct of Alterations

10.1 An owner must:

(a) give the strata council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC;

(b) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers;

(c) ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any alteration materials to be delivered through the main lobby;

(d) ensure drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping;

(e) ensure stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the strata council) and the residential corridor thoroughly vacuumed daily;

(f) ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform alterations on statutory holidays, an owner must apply for permission in writing to the strata council at least five business days before the holiday date; and

(g) be in attendance for all significant alterations, with the determination of significant to be in the discretion of the strata council.

10.2 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

10.3 An owner in contravention of bylaws 10.1 to 10.2 (inclusive) will be subject to a fine of up to $200 for each contravention, as well as be responsible for any clean up or repair costs.

10.4 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such owner having obtained any required approvals of the strata corporation in accordance with bylaws 8 and 9, such tenant, occupant or visitor must comply with bylaws 10.1 to 10.3 (inclusive).

Powers and Duties of Strata Corporation

11. Repair and maintenance of property by strata corporation

11.1 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that, in the ordinary course of events, occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

A. the structure of a building;

B. the exterior of a building;

C. terraces, roof terraces, chimneys, stairs, balconies and other things attached to the exterior of a building;

D. doors, windows and skylights on the exterior of a building or that front on common property;

E. fences, railings and similar structures that enclose terraces, roof terraces, balconies and yards;

F. planting beds and lawn areas;

(d) a strata lot, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) doors, windows and skylights on the exterior of a building or that front on common property, and

(iii) smoke detectors.

Strata Council

12. Strata council size

12.1 The strata council must have at least 3 and not more than 7 members.

13. Strata council eligibility

13.1 No person may stand for the strata council or continue to be on the strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

14. Strata council members' terms

14.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.

14.2 A person whose term as strata council member is ending is eligible for reelection.

15. Removing strata council member

15.1 Unless all the owners are on the strata council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members. The strata corporation must pass a separate resolution for each strata council member to be removed.

15.2 After removing a strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

15.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

16. Replacing strata council member

16.1 If a strata council member resigns or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

16.2 The strata council may appoint a strata council member under bylaw 16.1 even if the absence of the strata council member being replaced leaves the strata council without a quorum.

16.3 If all the members of the strata council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

17. Officers

17.1 At the first meeting of the strata council held after each annual general meeting of the strata corporation, the strata council must elect:

(a) from among its members, a president, a vice president, a secretary and a treasurer; and

(b) a privacy officer.

17.2 A person may hold more than one office at a time, other than the offices of president and vice president.

17.3 The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act,

(b) if the president is removed, or

(c) for the remainder of the president's term if the president ceases to hold office.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the strata council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling strata council meetings

18.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice in bylaw 18.1 does not have to be in writing.

18.3 A strata council meeting may be held on less than one week's notice if

(a) all strata council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all strata council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

19. Quorum of strata council

19.1 A quorum of the strata council is

(a) 2, if the strata council consists of 3 or 4 members,

(b) 3, if the strata council consists of 5 or 6 members, and

(c) 4, if the strata council consists of 7 members.

19.2 Strata council members must be present in person at the strata council meeting to be counted in establishing quorum.

20. Strata council meetings

20.1 The strata council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

20.2 The strata council may provide for attendance at a strata council meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata council may call an exclusively electronic strata council meeting, hold a strata council meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic meeting of the strata council, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting. For clarity, the strata council may only make a decision by electronic mail where the following criteria are met:

(a) a decision of the strata council is required before the next scheduled strata council meeting;

(b) except where section 32 of the Act applies, all strata council members must be included in all electronic mail exchanged between strata council members regarding the decision;

(c) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, strata council members must have no less than 48 hours to respond to the request for a decision;

(d) any decision must be approved by a majority vote of the total number of strata council members;

(e) any decisions made by electronic mail must be ratified by the strata council at the next strata council meeting and reflected in the minutes of that meeting; and

(f) the strata corporation must keep a record of the electronic mail exchanged amongst the strata council members and the managing agent regarding the decision for the 2 year period following the making of the decision. Subject to redaction of such electronic mail in accordance with the *Personal Information Protection Act* or where solicitor-client privilege of the strata corporation applies, such electronic mail shall be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.

20.3 At the option of the strata council, a member of the strata council or other participant may attend a strata council meeting by electronic means, so long as all strata council members and other participants can communicate with each other.

20.4 Any person attending a strata council meeting by electronic means is deemed to be present in person for the purposes of the meeting.

21. Voting at strata council meetings

21.1 At strata council meetings, all strata council decisions must be made by a strata council majority vote.

21.2 If there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.

21.3 Decisions made at a strata council meeting must be recorded in the strata council meeting minutes.

22. Strata council to inform owners of minutes

22.1 The strata council must circulate to or post for owners the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23. Delegation of strata council's powers and duties

23.1 Subject to bylaws 23.2, 23.3 and 23.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

23.2 The strata council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with bylaw 23.3.

23.3 A delegation of a general authority to make expenditures must:

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

23.4 The strata council may not delegate its powers to determine, based on the facts of a particular case:

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

24. Restrictions on Strata Council Members

24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

24.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or at an annual or special general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 5% of the total contribution to the operating fund for current year.

24.3 Despite 24.1, a strata council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

25. Limitation on liability of strata council member

25.1 A strata council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.

25.2 Bylaw 25.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

25.3 All acts done in good faith by strata council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

25.4 In addition to bylaw 25.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any

strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

(a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or

(b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

In this bylaw 25.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

Enforcement of Bylaws and Rules

26. Fines

26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to:

(a) $200 for each contravention of a bylaw, and

(b) $50 for each contravention of a rule.

26.2 Any fine levied will be due and payable on or before the first day of the month next following the date on which the strata council provides notice of such fine.

27. Continuing contravention

27.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

28. Bylaw and rule enforcement costs

28.1 Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

Annual and Special General Meetings

29. Quorum of meeting

29.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

30. Person to chair meeting

30.1 Annual and special general meetings must be chaired by the president of the strata council.

30.2 If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.

30.3 If neither the president nor the vice president of the strata council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

31. Participation by other than eligible voters

31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

31.2 Persons who are not eligible to vote must not participate in the discussion at a meeting.

31.3 Tenants and occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

32. Voting

32.1 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

32.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

32.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

32.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

32.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

32.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

32.7 Despite anything in this bylaw 32, an election of strata council or removal of a strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

33. Electronic general meetings

33.1 The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the strata corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.

33.2 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

33.3 Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.

33.4 Despite bylaw 32, in the event that a general meeting is held pursuant to bylaw 33.1 or an eligible voter attends an annual or special general meeting by electronic means, the strata corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.

34. Order of business

34.1 The order of business at annual and special general meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a strata council, if the meeting is an annual general meeting;

(n) terminate the meeting.

34.2 Despite bylaw 34.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

35. Minutes of meeting

35.1 The strata council must circulate to or post for owners the minutes of all annual and special general meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Small Claims Court Proceedings

36. Authorization to proceed

36.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover money owing from an owner or other person.

Marketing Activities by Owners

37. Sale or rental of a strata lot

37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

37.2 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

Insurance and Responsibility

38. Insuring against major perils

38.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

39. Resident insurance

39.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

40. Responsibility of Owners

40.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.

40.2 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 40.1, for any of the following:

(a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "**responsible**" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;

(b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and

(c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:

(i) dishwasher;

(ii) refrigerator with ice/water dispensing capabilities;

(iii) garburator;

(iv) washing machine;

(v) toilets, sinks, bathtubs;

(vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;

(vii) fireplaces;

(viii) exhaust fans and humidifiers/dehumidifiers;

(ix) anything introduced into the strata lot by a resident or visitor;

(x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;

(xi) any pets residing in or visiting at the owner's strata lot;

(xii) any person residing in or visiting at the owner's strata lot; and

(xiii) barbecues or smokers.

40.3 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

(a) the costs of investigating the cause of any loss or damage, where the owner is responsible;

(b) the costs of repairing the cause of any loss or damage, where the owner is responsible;

(c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;

(d) any insurance deductible paid or payable by the strata corporation; and

(e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 40.3(e) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 40 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 40.1, 40.2, and/or 40.3.

41. Resident Responsibility for Children and Visitors

41.1 A resident is responsible for the conduct of their visitors, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 4.1.

41.2 A resident is responsible for the conduct of children residing in or visiting their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata council, is not a breach of bylaw 4.1.

41.3 A resident is responsible to assume liability for and properly supervise activities of children residing in or visiting their strata lot, including, but not exhaustively, bicycling, skateboarding and hockey.

Parking and Storage

42. Parking

42.1 A resident must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to enter or be parked or stored on common property, limited common property or land that is a common asset.

42.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.

42.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

42.4 An owner must not sell, rent, or licence the use of parking stalls to any person other than a resident.

42.5 A resident must park only in the parking stall assigned to the resident’s strata lot.

42.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

42.7 Any vehicle parked in violation of bylaw 42.6 will be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the vehicle owner.

42.8 A resident or visitor must not use any parking area as a work area for carpentry, alterations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.

42.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle’s headlights and not exceed 10 km/hour.

42.10 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse

and excess water from the washing area. While washing, a resident must keep audio volume low.

42.11 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

43. Storage lockers and bicycle storage

43.1 A resident must store bicycles and tricycles only in the bicycle rack and storage lockers.

43.2 A resident may store items in storage lockers, but must not store any hazardous or flammable substances in storage lockers.

44. Parking, bicycle storage locker, and storage locker lease

44.1 Each owner of a strata lot may be entitled to the exclusive use of zero, one or more than one of the parking stalls, zero, one or more than one of the storage lockers, and zero, one or more than one of the bicycle storage lockers located within the common property pursuant to a partial assignment of the parking, bicycle storage locker, and storage locker lease (the "**Parking/Bicycle Storage Locker/Storage Locker Lease**") originally entered into between 1076255 B.C. Ltd. and Lightstone Development Ltd. (collectively, the "**Developer**"), together as landlord, and ♦ (the "**Tenant**"), as tenant. Pursuant to the Parking/Bicycle Storage Locker/Storage Locker Lease, upon the registration of the strata plan for the development, the strata corporation may assume all of the covenants and obligations of the Developer under the Parking/Bicycle Storage Locker/Storage Locker Lease with respect to the Stalls, the Bicycle Stalls, and the Storage Lockers (as defined in the Parking/Bicycle Storage Locker/Storage Locker Lease), and ♦ may assign its interest, as tenant, to the Developer.

45. Electric vehicles

45.1 Certain of the parking stalls (the "**EV Stalls**") may be equipped with a 208 – 240 volt energized outlet capable of providing level 2 charging or higher according to the SAE International's J1772 standard.

45.2 A resident or visitor who charges an electric vehicle by using an energized outlet, electrical outlet or electric vehicle charging station or infrastructure in the underground parking or any common property must pay a fee as stated in the rules of the strata corporation, if any such fee is stated, as a condition of use of the energized outlet, electrical outlet or electric vehicle charging station or infrastructure.

46. Disabled parking stalls

46.1 Certain of the parking stalls (the "**Disabled Stalls**") may be marked and for the use of persons with disabilities. If a holder of an interest (the "**Disabled Stall Owner**") in a Disabled Stall, or his or her spouse, dependent child or tenant who resides in the Disabled Stall Owner's strata lot in the strata corporation, is not disabled, then the strata corporation may require that the Disabled Stall Owner exchange his or her interest in the Disabled Stall with a holder of an interest (the "**Disabled Owner**") in a stall that is not a Disabled Stall (the "**Standard Stall**"), if there is any such Disabled Stall and to be selected by the strata corporation in its sole discretion if there is more than one such

Disabled Stall Owner who is not disabled, for consideration of ONE DOLLAR ($1.00), if that Disabled Owner or his or her spouse, dependent child or tenant is disabled and resides in the Disabled Owner's strata lot in the strata corporation. If immediately prior to such exchange, the Disabled Owner has an interest in more than one Standard Stall, then the Disabled Stall Owner who is not disabled will be entitled to select which of the Disabled Owner's Standard Stalls the Disabled Stall Owner wishes to receive in exchange for its interest in the Disabled Stall. Such an exchange will be accomplished by the Disabled Stall Owner partially assigning their interest in the Parking/Bicycle Storage Locker/Storage Locker Lease to the Disabled Owner in respect of the Disabled Stall, and the Disabled Owner partially assigning their interest in the Parking/Bicycle Storage Locker/Storage Locker Lease to the Disabled Stall Owner in respect of the Standard Stall. The Disabled Stall Owner and the Disabled Owner will each execute a partial assignment of the Parking/Bicycle Storage Locker/Storage Locker Lease in favour of the other substantially in the form attached to the Parking/Bicycle Storage Locker/Storage Locker Lease as Schedule B, and the strata corporation is, by way of the Parking/Bicycle Storage Locker/Storage Locker Lease, granted a power of attorney to execute such partial assignment on behalf of the Disabled Stall Owner to effect such transfer.

Moving

47. Moving in/out procedures

47.1 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.

47.2 A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.

47.3 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.

47.4 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.

47.5 An owner must pay a non-refundable fee of $200 on each move in or move out of the owner's strata lot 48 hours prior to any move.

47.6 An owner must pay a refundable damage deposit of $200 on each move in or move out of the owner's strata lot 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.

47.7 A resident contravening bylaws 47.1 to 47.6 (inclusive) will be subject to a fine of up to $200.

Garbage and Recycling

48. Refuse

48.1 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

48.2 A resident must ensure that:

(a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;

(b) recyclable material is kept in designated areas; and

(c) material other than recyclable or ordinary household refuse and garbage is removed appropriately.

Rentals

49. Residential rentals

49.1 Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

49.2 Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Miscellaneous

50. Miscellaneous

50.1 A resident or visitor must not use or store barbecues on common property, except on a balcony, terrace or roof terrace that is designated as limited common property for the exclusive use of their strata lot.

50.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

50.3 A resident or visitor must not wear or use inline skates and skateboards anywhere in the building, including a strata lot.

50.4 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.

50.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle and as permitted by these bylaws or the rules of the strata corporation adopted from time to time.

50.6 Except as permitted in bylaws 37.1, 50.7 and 53, a resident must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the strata council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.

50.7 A resident may post notices on the designated bulletin board, subject to being removed by the strata council if deemed inappropriate or posted for in excess of one week.

50.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

50.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind or throw anything from any balcony, window, stairway or other part of a strata lot or common property.

50.10 A resident must ensure that drapes or blinds visible from the outside of the building are cream or white in colour.

50.11 A resident must ensure that no air conditioning units, laundry, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.

50.12 A resident or visitor must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws or the rules of the strata corporation adopted from time to time. Despite the foregoing, a resident may place the following items on a balcony, terrace or roof terrace that has been designated for the exclusive use of a strata lot:

(a) free-standing, self-contained planter boxes or containers;

(b) summer furniture and accessories, including, not exhaustively, a patio table, patio chairs, patio couch, patio chaise lounge chair(s), deck box and storage bench no more than 24 inches in height. For clarity, summer furniture and accessories does not include a pergola, gazebo, umbrella, hot tub, arbor, shed, or canopy; and

(c) barbecues.

50.13 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas.

50.14 A resident or visitor must not tamper with any strata corporation building system, including, not exhaustively, a fire alarm system, enterphone system, elevator system and sprinkler system.

50.15 Without limiting the generality of bylaw 4.1, a resident or visitor must not unreasonably restrict or limit another person's view from a strata lot, limited common property or common property.

51. No Smoking

51.1 For the purposes of this bylaw 51, the following definitions apply:

(a) "**smoke**" or "**smoking**" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, cannabis);

(b) "**vape**" or "**vaping**" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

51.2 A resident or visitor must not smoke or vape in or on the following areas:

(a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms) or on a balcony, terrace or roof terrace that is designated as limited common property;

(b) a patio or roof terrace;

(c) anywhere on the exterior common property that is within 6 metres of a door, window or air intake.

52. Exemption from Bylaws and Rules

52.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

53. Marketing Activities by Owner Developer

53.1 Despite anything to the contrary in these bylaws, during the time the owner developer is the owner or lessee of any strata lot, it will have the right to:

(a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or sales centres and to carry on within such strata lots and within any area of the common property, excluding limited common property that is not designated for the exclusive use of a strata lot owned or leased by the owner developer, any marketing and sales functions in respect of the development and/or any Future Developments (as defined below);

(b) erect and maintain signage in and around any unsold strata lots and on the common property, excluding limited common property that is not designated for the exclusive use of a strata lot owned or leased by the owner developer, for the duration of the marketing and sales program in respect of the development and/or any Future Developments;

(c) use any parking intended to be assigned to any unsold strata lots or any other available parking for marketing and sales purposes and for any other reason related to the development and/or any Future Developments; and

(d) have access to any and all parts of the common property, excluding limited common property that is not designated for the exclusive use of a strata lot owned or leased by the owner developer, for the purpose of showing strata lots and the common property to prospective purchasers and their representatives in connection with the owner developer's marketing and sales activities of the development and/or any Future Developments,

in each case as may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development and/or any Future Developments. The developer will act reasonably in exercising its rights under this bylaw 53.

"**Future Developments**" means any real estate developments to be developed in the future by: (i) the owner developer of the development; or (ii) any other entity or entities which is/are affiliated with or related to Lightstone Development Ltd. or 1076255 B.C. Ltd.

54. Easement agreements

54.1 A resident or visitor must comply with the terms of any easement which is for the benefit of the strata corporation and its residents and any bylaws or rules made pursuant to any such easement. The posting of any such bylaws or rules will constitute sufficient notice to all such persons.

END OF BYLAWS

EXHIBIT "F"

PARKING, BICYCLE STORAGE LOCKER, AND STORAGE LOCKER LEASE

See attached.

CHLOE
PARKING, BICYCLE LOCKER AND STORAGE LOCKER LEASE

THIS AGREEMENT made as of the _____ day of _____, 20___

BETWEEN:

1076255 B.C. LTD. and
LIGHTSTONE DEVELOPMENT LTD., of #1530 - 1200 West 73rd Avenue,
Vancouver, British Columbia V6P 6G5

(collectively, the "**Owner**")

AND:

1284673 B.C. LTD., of 800 – 885 West Georgia Street,
Vancouver, British Columbia

(the "**Tenant**")

WITNESSES THAT WHEREAS:

A. The Owner is the owner of certain lands and premises located in Vancouver, British Columbia, and legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

(the "**Lands**");

B. The Owner has agreed to lease to the Tenant those portions (the "**Leased Premises**") of the underground parking facility (the "**Parking Facility**") to be located on the Lands as shown outlined in heavy black line on the explanatory plan attached hereto as Schedule A, which is registered in the Land Title Office under registration number EPP_____ (the "**Parking/Locker Plan**"), all on the terms and conditions set out in this Lease and with the right of the Tenant to grant partial assignments of this Lease pertaining to particular parking stalls (collectively, the "**Stalls**" and each a "**Stall**"), bicycle lockers (collectively, the "**Bicycle Storage Lockers**" and each a "**Bicycle Storage Lockers**"), the storage lockers (collectively, the "**Storage Lockers**" and each a "**Storage Locker**", and collectively with the Bicycle Storage Lockers, the "**Lockers**")) After entering into this Lease, the Owner proposes to subdivide the Lands by means of a strata plan (the "**Strata Plan**") pursuant to the *Strata Property Act* (British Columbia) to create a strata development (the "**Strata Development**");

C. A certain number of the Stalls (collectively, the "**Disabled Stalls**" and each a "**Disabled Stall**") are designated on the Plan as disabled stalls and will be available for use by disabled owners of strata lots within the Development (collectively, the "**Strata Lots**" and each a "**Strata Lot**"), as provided for herein;

D. The Strata Plan will designate the Stalls and the Lockers as common property for the strata corporation (the "**Strata Corporation**") formed upon the deposit for registration of the Strata Plan in the appropriate Land Title Office; and

E. Each of the parties to this Lease agrees that title to the Lands will be encumbered by this Lease and, if applicable, a document securing or evidencing this Lease.

NOW, THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of $10.00 of lawful money of Canada now paid by the Tenant to the Owner, the receipt and sufficiency of which are hereby acknowledged by the Owner, and in consideration of the mutual promises and agreements set forth in this Lease, the parties agree each with the other as follows:

ARTICLE 1
GRANT AND TERM

1.1 Grant

The Owner hereby leases to the Tenant for the Term (as defined in Section 1.2) all of the Stalls and Lockers, as shown outlined in heavy black line on the Parking/Locker Plan. The Stalls and Lockers are collectively referred to in this Lease as the "**Leased Premises**".

1.2 Term

The term (the "**Term**") of this Lease will commence on the _____ day of _____, 20__ and terminate on the earliest of:

(a) the _____ day of _____, 2222;

(b) the date the Strata Corporation is dissolved; and

(c) the date the Strata Corporation files a notice of destruction in prescribed form with the registrar of the appropriate Land Title Office following the destruction or deemed destruction of the building in which the Stalls and the Lockers are located.

1.3 Rent

The parties acknowledge that the sum of $10.00 now paid by the Tenant to the Owner will be the only payment required to be paid to the Owner for the use and enjoyment of the Leased Premises by the Tenant, and that no further payment to the Owner is required for any partial assignment of rights under this Lease to the Strata Corporation or to an assignee who is, or who is entitled to become, a member of the Strata Corporation.

1.4 Licence

The Owner agrees that the Tenant may at all times, in common with the Owner and all other persons now or hereafter having the express or implied permission of the Owner or having a similar right, enter upon and pass over any part of the Lands designated as drive aisles, roadways, stairs or walkways for the purpose of obtaining access to or egress from the Leased Premises or a particular

Stall, Bicycle Storage Locker or Storage Locker or the Bicycle Storage Room, provided that the operation of vehicles be restricted to roadways and access by foot be restricted to pedestrian walkways and stairs. The Owner will at all times provide the Tenant, in its capacity as the tenant of the Leased Premises, with means of access to any security devices as necessary to enable the Tenant and subsequent assignees to use and enjoy the Leased Premises.

ARTICLE 2
SUBDIVISION BY STRATA PLAN

2.1 Strata Plan

This Lease and the covenants and obligations of the Owner under this Lease run with and bind the Lands, and, upon the subdivision of the Lands by means of the Strata Plan, such covenants and obligations will:

(a) continue to run with and bind each subdivided parcel or part thereof which contains the Leased Premises; and

(b) to the extent applicable to any portion of the Leased Premises contained in the Strata Plan, be automatically assumed by the Strata Corporation as the representative of the owners of Strata Lots created by deposit for registration of the Strata Plan in the Land Title Office,

at which time the Owner will be automatically and absolutely released from any obligations or liabilities hereunder. In connection with the foregoing, the Owner may elect to cause the Strata Corporation to enter into an agreement in a form reasonably required by the Owner pursuant to which the Owner will assign to the Strata Corporation all of the Owner's right, title and benefit under this Lease, and the Strata Corporation, as the representative of the owners of the Strata Lots, will assume all of the covenants and obligations of the Owner under this Lease and which will provide that, upon execution thereof, the Owner will be absolutely released from any obligations or liabilities hereunder and will no longer be entitled to the benefit of any rights hereunder.

2.2 Common Property

This will confirm that upon any subdivision by a strata plan, the Leased Premises will be wholly within the common property designated under the Strata Plan. The Tenant will, upon the request of the Owner or the Strata Corporation, at the expense of the Owner (or of the Strata Corporation, as the case may be) execute and deliver a discharge or other instrument recording that this Lease does not burden the title to any individual strata lot.

ARTICLE 3
MAINTENANCE AND ENCUMBRANCES

3.1 Management and Maintenance.

The Owner confirms that until the deposit for registration of the Strata Plan, subject to the terms of this Lease, the Owner will be solely responsible for the control, management and administration of

the Leased Premises, but thereafter, pursuant to section 2.1 of this Lease, the Strata Corporation, subject to the terms of this Lease, will assume full responsibility for the control, management and administration of the Leased Premises included in the Strata Plan from time to time, as common property in accordance with the provisions of the *Strata Property Act* (British Columbia) and may pass bylaws or make rules and regulations with respect to the Leased Premises as long as the Tenant is given notice of such bylaws, rules or regulations and such bylaws, rules or regulations:

(a) are of general application to all Stalls and Lockers in the Leased Premises and all users of such Stalls and Lockers;

(b) are fairly and uniformly enforced with respect to all Stalls and Lockers and all users of such Stalls and Lockers;

(c) do not interfere with the Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Stalls and Lockers during the Term, including the right of the Tenant or any subsequent assignee to store a boat trailer or other recreational vehicle within any Stall leased by the Tenant or assigned to the assignee hereunder, provided that such boat trailer or other recreational vehicle fits within such Stall without creating a danger or hazard to other users of the Parking Facility and complies with all applicable bylaws, and provided that the Tenant or assignee, as the case may be, has obtained adequate insurance coverage in respect thereof and provided that the Strata Corporation may remove or cause to be removed from any Stall any vehicle, boat trailer or other recreational vehicle that is deemed by the Strata Corporation to create a danger or a hazard to other users of the Parking Facility or is not adequately insured; and

(d) do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease.

3.2 Alterations.

The Tenant, its successors and assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to the Leased Premises or to any Stall, Bicycle Storage Locker or Storage Locker. Any such alterations or repairs are the responsibility of the Owner, prior to the registration of the Strata Plan, and thereafter the sole responsibility of the Strata Corporation. The Owner, prior to the registration of the Strata Plan, and thereafter the Strata Corporation, will be responsible for maintaining and repairing the Stalls and Lockers in the same manner and to the same standard as it maintains and repairs all of the common property within the Development.

3.3 Taxes, and Utilities, Services

The Tenant will not be responsible for payment of property taxes, rates, levies, and assessments or utility charges (which, after the Strata Plan has been filed, will be paid by the owners of the Strata Lots from time to time). The Tenant shall not, by virtue of this Lease, be liable for any expenses or charges, other than as expressly provided herein.

3.4 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Owner against title to the Lands.

ARTICLE 4
ASSIGNMENT

4.1 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease pertaining to particular Stalls, Bicycle Storage Lockers and/or Storage Lockers to purchasers of strata lots within the Strata Development or to the Strata Corporation. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to a particular Stall or Locker:

(a) will be absolute, and the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of the Stall and/or Locker so assigned for the balance of the Term;

(b) will be an assignment of rights to which an assignee will only be entitled for so long as such assignee owns a strata lot within the Strata Development unless the assignment is to the Strata Corporation;

(c) may only be assigned to an owner or purchaser of a strata lot within the Strata Development or to the Strata Corporation; and

(d) will not be effective until written notice of such assignment (together with a copy of such assignment if available) is delivered by the assignee to the Strata Corporation with a copy to the Tenant, subject to Section 4.2 of this Lease.

4.2 Automatic Assignment

If a holder of an interest in a Stall and/or Locker sells all of his or her interest in a strata lot within the Strata Development to which such Stall and/or Locker is at such time appurtenant as shown on the register maintained under Section 4.7 without concurrently executing an assignment of such Stall and/or Locker to another owner or purchaser of a strata lot within the Strata Development, then the interest of such holder in such Stall and/or Locker will be deemed to have been automatically assigned to and assumed by the purchaser of such strata lot without execution of a partial assignment of this Lease with respect to such Stall and/or Locker or delivery of notice of such partial assignment to the Strata Corporation or the Tenant.

4.3 Exchanges and Transfers

(a) A holder of an interest (the "**First Owner**") in a Stall and/or Locker (the "**First Stall/Locker**") may exchange his or her interest in the First Stall/Locker with the holder of an interest (the "**Second Owner**") in a different Stall and/or Locker (the "**Second Stall/Locker**") for such

consideration as the First Owner and the Second Owner may agree. Such an exchange will be accomplished by the First Owner partially assigning this Lease to the Second Owner in respect of the First Stall/Locker, and the Second Owner partially assigning this Lease to the First Owner in respect of the Second Stall/Locker. The First Owner and the Second Owner will each execute a partial assignment of lease, substantially in the form attached to this Lease as Schedule B. The exchange will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of each assignment (together with a copy of each assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to exchanges under this Section 4.3(a).

(b) A holder of an interest (the "**First Owner**") in a Stall and/or Locker may transfer his or her interest in such Stall and/or Locker to an owner of a strata lot within the Strata Development or to the Strata Corporation (the "**Second Owner**") for such consideration as the First Owner may in his or her discretion determine, provided that following the transfer, the First Owner is left with an interest in at least one Stall and/or Locker. Such a transfer will be accomplished by the First Owner partially assigning this Lease to the Second Owner and, in connection therewith, the First Owner will execute a partial assignment, substantially in the form attached to this Lease as Schedule B. The transfer will be on the terms set out in subsections 4.1(a) to (c) and will not be effective until written notice of the assignment (together with a copy of the assignment) is delivered to the Strata Corporation, with a copy to the Tenant. For greater certainty, Section 4.2 will not apply to transfers under this Section 4.3(b).

(a) If a holder of an interest (the "**Disabled Stall Owner**") in a Disabled Stall, or his or her spouse, dependent child or tenant who resides in the Disabled Stall Owner's strata lot in the Strata Development is not disabled, then the Strata Corporation may require that the Disabled Stall Owner exchange his or her interest in the Disabled Stall with a holder of an interest (the "**Disabled Owner**") in a Stall that is not a Disabled Stall (the "**Standard Stall**"), if any and to be selected by the Strata Corporation in its sole discretion if there is more than one such Disabled Stall Owner who is not disabled, for consideration of ONE DOLLAR ($1.00), if that Disabled Owner or his or her spouse or dependent child is disabled and resides in the Disabled Owner's strata lot in the Strata Development. If immediately prior to such exchange, the Disabled Owner has an interest in more than one Standard Stall, then the Disabled Stall Owner who is not disabled will be entitled to select which of the Disabled Owner's Standard Stall it wishes to receive in exchange for its interest in the Disabled Stall. Such an exchange will be accomplished by the Disabled Stall Owner partially assigning this Lease to the Disabled Owner in respect of the Disabled Stall, and the Disabled Owner partially assigning this Lease to the Disabled Stall Owner in respect of the Standard Stall. The Disabled Stall Owner and the Disabled Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Schedule B, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Disabled Stall Owner to effect such transfer. The exchange will be on the terms set out in subsections 4.1(a) to (c).

4.4 Consents

Nothing in this Lease requires the consent of the Strata Corporation for any partial assignment of this Lease.

4.5 Form of Partial Assignments

Subject to Section 4.2, all partial assignments of this Lease will be substantially in the form attached to this Lease as Schedule B. No such partial assignment will be registrable by an assignee in any Land Title Office.

4.6 Release of Assignors

Upon the partial assignment (including an automatic assignment pursuant to Section 4.2) of this Lease pertaining to a particular Stall, Bicycle Storage Locker and/or Storage Locker, the Tenant and any subsequent assignor of an interest in such Stall and/or Locker will be automatically and absolutely released from any obligations or liabilities under this Lease pertaining to such Stall and/or Locker.

4.7 Register of Partial Assignments

The Owner will maintain a record or register of all Stalls and Lockers and will record on such register each partial assignment of this indicating:

(a) the number of the Stall, Bicycle Locker and/or Storage Locker assigned;

(b) the date of assignment;

(c) the name and address of the assignee; and

(d) the strata lot number within the Strata Development owned by the assignee to which such Stall and/or Locker is at the time appurtenant, unless the assignee is the Strata Corporation in which event the Stall and/or Locker need not be appurtenant to a strata lot.

Upon request by any owner or prospective purchaser of a strata lot within the Strata Development, the Owner will provide a certificate, within 7 days of receipt of such request, certifying the name and address of the owner to whom a particular Stall and/or Locker is assigned and the strata lot number within the Strata Development to which such Stall and/or Locker is at the time appurtenant. The Owner may require a fee of not more than $10.00, or a greater amount reasonably prescribed by the bylaws of the Strata Corporation, from the person requesting such certificate. Upon the Owner becoming aware of a partial assignment pertaining to a particular Stall and/or Locker under Sections 4.1 or 4.2 the Owner will amend the register accordingly.

The Owner may, anything to the contrary herein notwithstanding, at any time elect to cease to maintain or keep the record or register and provide certificates as set out above. In that case, each assignee of a Stall or Locker will recognize that the Strata Corporation may do so and may charge the fee stated above.

ARTICLE 5
MISCELLANEOUS

5.1 Enurement

This Lease will enure to the benefit of and be binding on each of the parties to this Lease and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties to this Lease have executed this Lease as of the year and date first above written.

1076255 B.C. LTD.,
by its authorized signatory:

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.,
by its authorized signatory:

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

1284673 B.C. LTD.
by its authorized signatory:

_____

Print Name:_____

SCHEDULE A

EXPLANATORY PLAN FOR LEASED PREMISES

[to be attached at a later date]

SCHEDULE B
Form of Assignment

CHLOE

PARKING STALL, BICYCLE STORAGE LOCKER AND STORAGE LOCKER ASSIGNMENT

BETWEEN:

_____

_____

_____

(the "**Assignor**")

AND:

_____

_____

_____

(the "**Assignee**")

Re: Parking Stall No. _____ (the "**Stall**") and/or Locker No. _____ (the "**Locker**")

THIS INSTRUMENT RECORDS THAT WHEREAS the Assignor is the lessee of the Stall and the Locker and the Assignee is the registered owner or purchaser of strata lot _____ (the "**Strata Lot**") (Suite No. _____ in the development known as Chloe, located at 2096 West 47th Avenue, Vancouver, British Columbia.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

2. **Assignment**

The Assignor hereby assigns to the Assignee a partial interest (that is, the right to use the Stall and/or the Locker for the balance of the Term (as defined in the Lease)) in the lease (the "**Lease**") evidenced by an option to lease dated for reference _____, 20__ and by an instrument exercising the option and acknowledging the Lease dated _____, 20__ made between 1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD. collectively as

owner, and 1284673 B.C. LTD., as tenant. This Assignment will not be effective until the Assignee has given a copy of this Assignment to The Owners, Strata Plan EPS_____ (the "**Strata Corporation**") and the Tenant.

3. **Assignment Contingent Upon Strata Lot Ownership**

The Assignee, its successors, permitted assigns, heirs, executors or administrators will only be entitled to the rights with respect to the Stall and the Locker for as long as the Assignee owns the Strata Lot, unless the Assignee is the Strata Corporation or Tenant, as applicable.

3. **Compliance**

The Assignee agrees to use the Stall and the Locker in accordance with the bylaws and rules of the Strata Corporation, but only to the extent such bylaws and rules do not materially interfere with the Assignee's rights under this Assignment.

4. **Sale or Disposition**

The Assignee may only assign its rights under this Assignment in accordance with the Lease.

5. **Acknowledgement**

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

6. **Enurement**

This Assignment will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. **Counterparts and Facsimile**

This Assignment may be executed in counterparts and delivered by electronic and/or facsimile transmission.

The parties have executed this instrument effective as of the _____ day of _____, 20____.

Assignor	Assignee

EXHIBIT "G"

INTERIM BUDGET

See attached.

CHLOE
INTERIM OPERATING BUDGET

	JOINT AMOUNT TO BE ALLOCATED	RESIDENTIAL STRATA	COMMERCIAL ASP	TOTAL	METHOD OF ALLOCATION
INCOME					
STRATA FEES	138,180	306,594	113,650	420,244	
TOTAL INCOME	**138,180**	**306,594**	**113,650**	**420,244**	**-**
OPERATING EXPENSES					
MONTHLY SERVICE CONTRACTS					
LANDSCAPING AND GROUNDS	35,000	25,491	9,509	35,000	square feet
ELEVATORS	-	13,000	5,000	18,000	separate contracts
FIRE ALARM MONITORING	1,800	1,311	489	1,800	square feet
FIRE ALARM MAINTENANCE	4,000	2,913	1,087	4,000	square feet
COMMON AREA CLEANING	24,000	17,480	6,520	24,000	square feet
TOTAL MONTLY SERVICE CONTRACTS	**64,800**	**60,195**	**22,605**	**82,800**	**-**
GENERAL REPAIRS					
GENERAL BUILDING R&M (parking and ground floor exterior)	2,400	1,748	652	2,400	square feet
GENERAL BUILDING R&M (separate Air Space Parcels)	-	4,000	600	4,600	separate contracts
GARAGE DOOR (main gate)	1,200	874	326	1,200	square feet
GARAGE DOOR (separate gates)	-	1,800	600	2,400	separate contracts
TOTAL GENERAL REPAIRS	**3,600**	**8,422**	**2,178**	**10,600**	**-**
GENERAL MAINTENANCE					
POWERWASHING (grounds and main drive aisles)	600	437	163	600	square feet
POWERWASHING (separate areas)	-	400	250	650	separate contracts
LOCKSMITH R&M	-	600	100	700	separate contracts
WINDOW CLEANING	3,600	2,622	978	3,600	square feet
SNOW REMOVAL	1,200	874	326	1,200	square feet
PEST CONTROL	1,200	874	326	1,200	square feet
EMERGENCY GENERATOR	3,600	2,622	978	3,600	square feet
HVAC R&M (parkade fans)	600	437	163	600	square feet
HVAC R&M (separate contracts)	-	5,400	600	6,000	separate contracts
SUPPLIES	-	1,200	200	1,400	separate contracts
LIGHTS & BALLASTS	-	300	50	350	separate contracts
DRYER VENT CLEANING	-	1,500	-	1,500	separate contracts
CARPET CLEANING	-	600	-	600	separate contracts
AMENITY R&M	-	600	-	600	separate contracts
WASTE REMOVAL	-	7,000	1,200	8,200	separate contracts
TOTAL GENERAL MAINTENANCE	**10,800**	**25,466**	**5,334**	**30,800**	**-**
INSURANCE					
INSURANCE	-	69,000	20,000	89,000	separate contracts
TOTAL INSURANCE	**-**	**69,000**	**20,000**	**89,000**	**-**
UTILITIES					
HYDRO EXPENSE - COMMON AREA ELECTRICITY	20,000	14,566	5,434	20,000	square feet
GAS EXPENSE - RANGES	-	2,400	-	2,400	Residential Only
GAS EXPENSE - HEAT AND HOT WATER	-	64,698	24,134	88,832	calculation
WATER & SEWER	30,000	21,849	8,151	30,000	square feet
TOTAL UTILITIES	**50,000**	**103,513**	**37,719**	**141,232**	**-**
GENERAL & ADMINISTRATIVE					
MANAGEMENT FEES	-	20,600	18,900	39,500	separate contracts
ADMINISTRATION	-	1,800	600	2,400	separate contracts
AGM/SGM EXPENSES	-	1,000	200	1,200	separate contracts
SUNDRY EXPENSE	-	250	50	300	separate contracts
TELEPHONE LINES	2,400	1,748	652	2,400	square feet
TOTAL GENERAL & ADMINISTRATIVE	**2,400**	**25,398**	**20,402**	**45,800**	**-**
TOTAL OPERATING EXPENSES	**131,600**	**291,994**	**108,238**	**400,232**	**-**
CONTINGENCY FUND TRANSFERS	6,580	14,600	5,412	20,012	-
TOTAL EXPENSES & TRANSFERS	**138,180**	**306,594**	**113,650**	**420,244**	**-**
SURPLUS (DEFICIT)	**-**	**0**	**(0)**	**0**	**-**

OLD

Residential		Commercial		
44,929	**sq ft**	16,760	**sq ft**	**61,689**
0.569		0.565		
48	units	12	units	

budget was prepared in December 2020, using 2020 figures. The budget may increase in the future due to
on, wear and tear, expiration of warranty periods and other circumstantial changes.

dition to this line item, the Developer will contribute a minimum of 5% of the Estimated Operating Expenses
contingency reserve fund at the time of the first conveyance of a strata lot to a purchaser in accordance with
ata Property Act.

EXHIBIT "H"

ESTIMATED MONTHLY ASSESSMENT

See attached.

CHLOE - RESIDENTIAL STRATA
STRATA PLAN EPS----
2021 INTERIM STRATA FEE SCHEDULE

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL STRATA FEE
	1	79	$ 460.54	$ 23.03	$ 483.57
	2	114	$ 664.58	$ 33.23	$ 697.81
	3	59	$ 343.95	$ 17.20	$ 361.15
	4	127	$ 740.36	$ 37.02	$ 777.38
	5	87	$ 507.18	$ 25.36	$ 532.54
	6	87	$ 507.18	$ 25.36	$ 532.54
	7	85	$ 495.52	$ 24.78	$ 520.29
	8	85	$ 495.52	$ 24.78	$ 520.29
	9	87	$ 507.18	$ 25.36	$ 532.54
	10	87	$ 507.18	$ 25.36	$ 532.54
	11	101	$ 588.79	$ 29.44	$ 618.23
	12	113	$ 658.75	$ 32.94	$ 691.69
	13	58	$ 338.12	$ 16.91	$ 355.02
	14	60	$ 349.78	$ 17.49	$ 367.27
	15	64	$ 373.10	$ 18.66	$ 391.75
	16	50	$ 291.48	$ 14.57	$ 306.06
	17	71	$ 413.90	$ 20.70	$ 434.60
	18	92	$ 536.33	$ 26.82	$ 563.14
	19	79	$ 460.54	$ 23.03	$ 483.57
	20	114	$ 664.58	$ 33.23	$ 697.81
	21	59	$ 343.95	$ 17.20	$ 361.15
	22	127	$ 740.36	$ 37.02	$ 777.38
	23	87	$ 507.18	$ 25.36	$ 532.54
	24	87	$ 507.18	$ 25.36	$ 532.54
	25	85	$ 495.52	$ 24.78	$ 520.29
	26	85	$ 495.52	$ 24.78	$ 520.29
	27	87	$ 507.18	$ 25.36	$ 532.54
	28	87	$ 507.18	$ 25.36	$ 532.54
	29	101	$ 588.79	$ 29.44	$ 618.23
	30	113	$ 658.75	$ 32.94	$ 691.69
	31	58	$ 338.12	$ 16.91	$ 355.02
	32	60	$ 349.78	$ 17.49	$ 367.27
	33	64	$ 373.10	$ 18.66	$ 391.75
	34	50	$ 291.48	$ 14.57	$ 306.06
	35	49	$ 285.65	$ 14.28	$ 299.93
	36	54	$ 314.80	$ 15.74	$ 330.54
	37	60	$ 349.78	$ 17.49	$ 367.27
	38	120	$ 699.55	$ 34.98	$ 734.53
	39	126	$ 734.53	$ 36.73	$ 771.26
	40	99	$ 577.13	$ 28.86	$ 605.99
	41	119	$ 693.72	$ 34.69	$ 728.41
	42	96	$ 559.64	$ 27.98	$ 587.63
	43	96	$ 559.64	$ 27.98	$ 587.63
	44	119	$ 693.72	$ 34.69	$ 728.41
	45	126	$ 734.53	$ 36.73	$ 771.26
	46	72	$ 419.73	$ 20.99	$ 440.72
	47	116	$ 676.24	$ 33.81	$ 710.05
	48	73	$ 425.56	$ 21.28	$ 446.84
		4174	**$ 24,332.83**	**$ 1,216.67**	**$ 25,549.50**

$ 51,099.00

44929

TOTAL	306,594	$ 306,594	-
OPERATING	291,994	$ 291,994	-
CONTINGENCY	14,600	$ 14,600	-

EXHIBIT "I"

Strata Property Act
FORM J
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan to be filed with respect to the development known or to be known as "Chloe" and to be constructed upon lands municipally or to be municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

This Rental Disclosure Statement is:

[x] the first Rental Disclosure Statement filed in relation to the above-noted strata plan

[ ] a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on: N/A

1. The development described above includes 48 residential strata lots.

2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires*
NIL	NIL

* Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 48 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires*
Strata Lots 1 to 48, inclusive	June 1, 2121

* Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

4. There are no bylaws of the strata corporation that restrict the rental of strata lots.

Date: June 11, 2021.

Signature of Owner Developer:

LIGHTSTONE DEVELOPMENT LTD.

Authorized Signatory

Authorized Signatory

Registered Owner:
1076255 B.C. LTD.

Authorized Signatory

Authorized Signatory

EXHIBIT "J"

SUMMARY OF ENCUMBRANCES

As of the date of this Disclosure Statement, the following legal notations and encumbrances are registered against title to the Lands. Except as otherwise stated herein, all of the below noted legal notations and encumbrances will be registered against title to the Lands, and then the Airspace Parcel upon the filing of the Airspace Plan, and thereafter will be registered against titles to the Strata Lots and/or the Common Property upon the filing of the Final Strata Plan.

Any capitalized terms not specifically defined herein have the meanings given to them in the respective documents below.

Legal Notations:

1. NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

This notice gives notice that 1076255 BC Ltd. is the owner, as defined in the *Builders Lien Act* of the Lands, that the nature of such owner's interest is fee simple, and that such owner's interest in the Lands is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

Charges, Liens and Interests:

The following charges, liens and interests are registered against title to the Lands:

1. MORTGAGE CA8229304 and ASSIGNMENT OF RENTS CA8229305 FILED 2020-06-05

This is a mortgage and assignment of rents in favour of the 0980202 B.C. Ltd. that secures financing provided to the Developer for the acquisition of the Lands. These encumbrances will either be discharged from title to the Lands upon the Developer obtaining construction financing for the Development or modified to reflect an additional loan or an increase to the existing loan for purposes of funding the construction of the Development. In any event, these charges will be either discharged prior to the individual completions of the sales of the Strata Lots or upon the individual completions of the sales of the Strata Lots in accordance with the terms of the Purchase Agreement with purchasers of the Strata Lots.

2. STATUTORY RIGHT OF WAY CA8289445, COVENANT CA8289446, COVENANT CA8289447, EQUITABLE CHARGE CA8289448, PRIORITY AGREEMENT CA8289450, PRIORITY AGREEMENT CA8289452, PRIORITY AGREEMENT CA8289454 and PRIORITY AGREEMENT CA8289556 FILED 2020-07-08

This statutory right of way is granted in favour of the City of Vancouver (the "**City**") over a portion of the Lands shown on plan EPP95224 (the "**SRW Area**") for building setback and public access for the purpose of public pedestrian use of an expanded sidewalk. 1076255 BC Ltd. (the "**Owner**") granted to the City the full free and uninterrupted right, liberty, easement and statutory right of way on, over, and upon the SRW Area at all times for the purpose of:

(a) permitting all members of the public at their will and pleasure to pass, be on, and repass along and across the surface of the SRW Area, or any portion thereof (27 hours a day, seven (7) days a week):

(i) on foot;

(ii) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;

(iii) using baby carriages, children's stroller, or similar devices which afford mobility to young pedestrians and their parent/guardians; or

(iv) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted by (b) and (c); and

(b) permitting the City and City Personnel (as defined therein) to enter onto the SRW area for the purpose inspecting the statutory right of way area and carrying out any of the Developer's obligations if the owner fails to fulfil such obligations.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants with the City in respect of the use of any portion of the Lands as follows:

(a) the Lands (as defined therein) will not be used in a manner contrary to this covenant;

(b) will be responsible for designing and constructing the Owner's Works in accordance with the Agreement;

(c) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until the City Engineer has approved the plans for the Owner's Words in accordance with the Agreement;

(d) will prepare and submit detailed plans and design for the Owner's Works to the City Engineer for approval and make any alterations the City Engineer considers necessary; and

(e) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until satisfying all the steps related to the Owner's Works under the Agreement; and

(f) agrees that if a permit is inadvertently issued by the City and the Owner commences construction, the City may pursue all remedies against the owner.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants and agrees with the City that:

(a) will not use the Lands in a manner contrary to the covenant;

(b) will take all responsibility and liability associated with use, occupation, existence, maintenance, repair and replacement of the Owner's Words and the SRW Area;

(c) will maintain, repaid, regrade and replace the Owners Works when necessary; and

(d) will carry and maintain general liability and other insurance claims for personal injury, death or property damage arising out of any use or enjoyment of the SRW Area.

This agreement also contains an equitable charge over the Lands for payment of all sums payable by the owner to the city under the terms of the Agreement.

These priority agreements grant Covenant CA8289445, CA8289446, CA8289447, and CA8289448 priority over CA8229304 and CA8229305.

3. COVENANT CA8289457 and PRIORITY AGREEMENT CA8289459 FILED 2020-07-08

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City for the purpose of sharing of one (1) Class B loading space (the "**Loading Space**") between the residential and commercial user groups in the Development. The Owner covenants and agrees with the City that it will ensure at all times after the issuance of an Occupancy Permit that all Residential Users (as defined therein) and all Commercial Users (as defined therein) have shared access to and shared use of the Loading Space and is subject to the additional restrictions and provisos:

(a) access to and use of the Loading Space by either the Commercial Users or Residential Users will not be unreasonably withheld or interfered with by either such group;

(b) the Commercial Users will have priority of use between 7:00 a.m. and 7:00 p.m, Monday to Friday and the Residential Users will have priority of use on the first two days, the last two days and the 15th and 16th of each calendar month; and

(c) the Owner will ensure a contact person is designated to represent the Residential Users and a contact person is designated to represent the Commercial Users who will both be responsible for coordination of shared use of the Loading Space.

This priority agreement grants Covenant CA8289457 priority over CA8229304 and CA8229305.

4. MORTGAGE CA8665673, ASSIGNMENT OF RENTS CA8665674, PRIORITY AGREEMENT CA8665717 AND PRIORITY AGREEMENT CA8665718 FILED 2020-12-22.

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures construction financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

These priority agreements grant Mortgage CA8665673 and Assignment of Rents CA8665674 priority over Mortgage CA8229304 and Assignment of Rents CA8229304

EXHIBIT "K"

OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE

See attached.

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: _____

_____

Occupation: _____

Address: _____

_____ **City:** _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ Other: _____

Date of Birth: _____

Full Name: _____

_____

Occupation: _____

Address: _____

_____ **City:** _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ Other: _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. _____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. _____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $_____

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $_____

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $_____

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $_____

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $_____

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☐ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use _____ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____, 20___.

_____ _____ Seal
Witness *Purchaser*:

_____ _____ Seal
Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

1076255 B.C. LTD. **LIGHTSTONE DEVELOPMENT LTD.**

Per: _____ Per: _____
Authorized Signatory Authorized Signatory

Per: _____ Per: _____
Authorized Signatory Authorized Signatory

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SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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Purchaser	Purchaser	Vendor

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

INITIALS

Purchaser	Purchaser	Vendor

12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Purchaser	Purchaser	Vendor

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

OFFERING MADE UNDER POLICY STATEMENT 6
ADEQUATE ARRANGEMENTS – UTILITIES AND SERVICES

The *Real Estate Development Marketing Act* states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the developer has made adequate arrangements to ensure payment of the cost of utilities and other services associated with the development units, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.

The Superintendent has held in the past that if the developer has obtained a satisfactory financing commitment, the developer is deemed to have made adequate arrangements for the purpose of installing utilities and services associated with the development units. In such case, no further terms and conditions are applicable to the marketing of the development units. Pursuant to Policy Statement 6, the Superintendent will accept for filing Disclosure Statements if a developer has not obtained a satisfactory financing commitment, provided that:

(a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 12 months or less from the date the developer filed the disclosure statement with the superintendent;

(b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:

(i) prior to the expiry of the 12 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or

(ii) upon the expiry of the 12 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

(c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:

(i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;

(ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory

financing commitment is no more than 10% of the purchase price; and

(iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

Please see Sections 6.2, 7.1, 7.2 and Exhibit "K" in the Original Disclosure Statement in respect of the above requirements.

CHLOE

FIRST AMENDMENT TO DISCLOSURE STATEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meanings assigned to them in the disclosure statement dated June 11, 2021 (the "**Original Disclosure Statement**"). The Original Disclosure Statement and the First Amendment to Disclosure Statement (the "**First Amendment**") shall herein and hereafter be collectively referred to as the "**Disclosure Statement**".

2. PURPOSE

The purpose of this First Amendment is to attend to the following amendments:

(a) to amend the Developer's Real Estate Broker information.

3. AMENDMENTS

The Disclosure Statement is hereby amended as follows:

(a) the information on the first page of the Original Disclosure Statement regarding the Developer's Real Estate Broker is deleted and replaced with the information on the first page of this First Amendment regarding the Developer's Real Estate Broker.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 6th day December, 2021.

Signed:

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Directors of 1076255 B.C. LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

The Directors of LIGHTSTONE DEVELOPMENT LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

CHLOE

SECOND AMENDMENT TO DISCLOSURE STATEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meanings assigned to them in the disclosure statement dated June 11, 2021 (the "**Original Disclosure Statement**") as amended by the First Amendment to Disclosure Statement dated December 6, 2021 (the "**First Amendment**"). The Original Disclosure Statement, the First Amendment, and this Second Amendment to Disclosure Statement (the "**Second Amendment**") shall herein and hereafter be collectively referred to as the "**Disclosure Statement**".

2. PURPOSE

The purpose of this Second Amendment is to attend to the following amendments:

(a) the receipt of satisfactory financing in respect of the Development;

(b) to update the commencement of construction and estimated date range of completion of construction;

(c) to update Exhibit "A" (Preliminary Airspace Plan);

(d) to update Exhibit "B" (Preliminary Strata Plan);

(e) to update Exhibit "D" (Proposed Schedule of Unit Entitlement);

(f) to update Exhibit "G" (Interim Budget);

(g) to update Exhibit "H" (Estimated Monthly Assessment);

(h) to update Exhibit "J" (Summary of Encumbrances);

(i) to update Exhibit "K" (Offer to Purchase and Contract of Purchase and Sale); and

(j) to otherwise update information in the Disclosure Statement.

3. AMENDMENTS

The Disclosure Statement is hereby amended as follows:

(a) the Offering made under Policy Statement 6, as referenced on pages 3 and 4 of the Original Disclosure Statement, is hereby deleted;

(b) The third paragraph of subsection 2.1(c) (The Development) is deleted and replaced with the following:

"The Developer intends that the Development will be a residential development consisting of 46 strata lots (each a "**Strata Lot**" and collectively, the "**Strata Lots**"). Each Strata Lot will initially be registered in the name of the Nominee upon the filing of the Final Strata Plan. The Strata Lots will be owned individually and located within the Building as shown on the Preliminary Strata Plan attached hereto as Exhibit "B". All of the Strata Lots are being marketed by the Developer under this Disclosure Statement."

(c) The fifth paragraph of subsection 2.1(c) (The Development) is deleted and replaced with the following:

"It is intended that the Development will consist of the following types of Strata Lots:

Type of Strata Lot	Number of Strata Lots
1 Bedroom	10
2 Bedroom	27
3 Bedroom	9
Total Strata Lots	**46**

The Developer reserves the right, in its sole discretion, to not market and offer for sale one or more of the above types of Strata Lots and/or to market and offer for sale more or fewer of the above types of Strata Lots and/or one or more additional types of Strata Lots."

(d) The second paragraph of subsection 3.3(a) (Amenities) is deleted and replaced with the following:

"It is intended that the concierge will be available 8 hours per day, 5 days per week, although these hours are subject to change at the Developer's sole discretion. The Developer advises that the continuation of the provision of the concierge service following the transfer of Strata Lots to purchasers is not guaranteed and the Developer cannot make any assurances about the availability of the concierge services on a continuity basis. It is intended that access to the Amenities will be limited to residents, tenants, and guests of the Strata Lots."

(e) Subsection 3.6(a)(i) (Parking Facility) is deleted and replaced with the following:

"(i) Parking Facility

The Developer intends that the Development will be allocated approximately 74 parking stalls and one (1) motorcycle stall (individually, a "**Parking Stall**" and collectively, the "**Parking Stalls**"), which Parking Stalls, it is intended, will generally be located within the portion of the Parking Facility located within the Airspace Parcel. As shown on the Preliminary Strata Plan, the Developer intends that a security gate will be included within the Parking Facility that will restrict access to the Parking Stalls to residents and guests of residents of the Strata Lots."

(f) Subsection 3.6(a)(ii) (Electric Vehicle Stalls) is deleted and replaced with the following:

"(ii) Electric Vehicle Stalls

It is anticipated that 71 of the Parking Stalls will be available for use by electric vehicles and each will be equipped with a 208 - 240 volt energized outlet capable of providing level 2 charging or higher according to the SAE International's J1772 standard (the "**EV Stalls**"). The use of the EV Stalls will be subject to the bylaws of the Strata Corporation in place from time to time, as provided in more detail in Section 3.5 hereof, and any lease, option to lease or partial assignment of lease in respect of the Parking Stalls. The Developer reserves the right, in its sole discretion to change the number of EV Stalls available, or vary the type of charging compatibility of the EV Stalls as outlined in this Section 3.6. The locations and allocation, including manner of allocation, of the EV Stalls will be determined by the Developer in its sole discretion. Any electricity that is consumed as a result of the use of an EV Stall or after an addition of a charging station is expected to be metered individually for individuals (the "**Electricity Costs**"). As a result, the Electricity Costs will be combined with each Strata Lot's general electricity use and billed directly to each respective Strata Lot. The Developer reserves the right, in its sole discretion, to vary how the Electricity Costs are invoiced to Strata Lots, including directly to the Strata Corporation, which may be apportioned equally to Strata Lots, as applicable. As a result, the Strata Corporation may also charge a user fee for the use of an EV Stall."

(g) Subsection 3.6(a)(iv) (Parking Garages) is deleted and replaced with the following:

"(iv) Parking Garages

The Developer may include up to 3 parking garages within the Parking Facility that will include two (2) Parking Stalls and a Storage Locker (as defined below) (individually, a "**Parking Garage**" and collectively, the "**Parking Garages**"). The Developer, in its sole discretion, may offer a Parking Garage to Strata Lot owners at the time of entering into a Purchase Agreement which will convert two (2) Parking Stalls and a Storage Locker into a Parking Garage at an additional cost to be determined by the Developer, in its sole discretion. The Developer reserves the right, in its sole discretion, to amend the size, number and type of Parking Garages (including increasing or decreasing the number of Parking Garages) or to not construct the Parking Garages."

(h) The first paragraph of subsection 3.6(b) (Bicycle Storage Lockers, Bike Racks and Storage Lockers) is deleted and replaced with the following:

"(b) <u>Bicycle Storage Lockers, Bike Racks and Storage Lockers</u>

"It is intended that the Development will include 13 bicycle lockers (individual, a "**Bicycle Storage Locker**" and collectively, the "**Bicycle Storage Lockers**") and 26 storage lockers (individually a "**Storage Locker**" and collectively, the "**Storage Lockers**", and collectively with the Bicycle Storage Lockers, the "**Lockers**") that are expected to be located in the Parking Facility. It is anticipated that the Lockers will be designated as Common Property (as shown on the Preliminary Strata Plan attached as Exhibit "B") subject to terms of an option to lease or lease in favour of an entity related to the Developer. The Developer also intends that the Development will contain approximately 60 bicycle storage spaces (collectively, the "**Bike Racks**") that are expected to be located in four separate bicycle rooms in the Parking Facility. It is anticipated that the Bike Racks will be designated as Common Property (as shown on the Preliminary Strata Plan attached as Exhibit "B") and will be allocated and maintained by the Strata Corporation, in its sole discretion."

(i) Section 5.2 (Construction Dates) is deleted and replaced with the following:

"Commencement of construction of the Development began on March 14, 2022. The estimated date range of completion of construction is between December 15, 2023 and March 14, 2024. The estimated commencement of construction date range is based on the anticipated first date of commencement of excavation in respect of construction of an improvement that will become part of a Strata Lot within the Development. The estimated completion of construction date range is based on the first estimated date that a Strata Lot within the Development may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.

The foregoing date ranges are estimates only, made as of the date of this Disclosure Statement. Commencement and completion of construction of the Development may be earlier or later than the date ranges set out above due to construction factors and/or market conditions. Construction schedules are subject to constant change. For information regarding the closing dates for purchases of Strata Lots, see Section 7.2 and Exhibit "K".".

(j) Section 6.2 (Construction Financing) is deleted and replaced with the following:

"**6.2 Construction Financing**

The Developer has obtained a satisfactory financing commitment for construction financing from third party lenders. Any security registered against title to the Lands in connection with this financing commitment will be discharged from title to individual Strata Lots prior to or following the transfer of title to each individual purchaser and from the Common Property when the financing is fully repaid.".

(k) Subsection 7.2(b) is hereby deleted and replaced with "Intentionally deleted".

(l) Subsection 7.2(f)(iv) is deleted and replaced with "Intentionally deleted"

(m) Subsection 7.2(j)(iv) is deleted and replaced with "Intentionally deleted".

(n) Subsection 7.2(j)(vi) is deleted and replaced with the following:

"if the Purchase Agreement is not terminated in accordance with any of subsections 7.2(f)(ii)A, 7.2(f)(ii)B and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions contained within the Purchase Agreement, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;".

(o) Exhibit "A" (Preliminary Airspace Plan) is hereby deleted in its entirety and replaced with Exhibit "A" (Preliminary Airspace Plan) attached hereto.

(p) Exhibit "B" (Preliminary Strata Plan) is hereby deleted in its entirety and replaced with Exhibit "B" (Preliminary Strata Plan) attached hereto.

(q) Exhibit "D" (Proposed Schedule of Unit Entitlement) is hereby deleted in its entirety and replaced with Exhibit "D" (Proposed Schedule of Unit Entitlement) attached hereto.

(r) Exhibit “G” (Interim Budget) is hereby deleted in its entirety and replaced with Exhibit “G” (Interim Budget) attached hereto.

(s) Exhibit “H” (Estimated Monthly Assessment) is hereby deleted in its entirety and replaced with Exhibit “H” (Estimated Monthly Assessment) attached hereto.

(t) Exhibit “J” (Summary of Encumbrances) is hereby deleted in its entirety and replaced with Exhibit “J” (Summary of Encumbrances) attached hereto.

(u) Exhibit “K” (Offer to Purchase and Contract of Purchase and Sale) is hereby deleted in its entirety and replaced with Exhibit “K” (Offer to Purchase and Contract of Purchase and Sale) attached hereto.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 8th day June, 2022.

Signed:

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Directors of 1076255 B.C. LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

The Directors of LIGHTSTONE DEVELOPMENT LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement for property within the City of Vancouver known as "Chloe" and presently legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

I, Bhagwant Dhaliwal, Solicitor, a member of the Law Society of British Columbia, having read over the above described Second Amendment to Disclosure Statement dated June 8, 2022, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in amended Exhibit "J" to the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 8th day of June, 2022.

Bhagwant Dhaliwal

EXHIBIT "A"
PRELIMINARY AIRSPACE PLAN

[see attached]

COLOR CODED SKETCH PLAN TO SHOW PROPOSED AIRSPACE SUBDIVISION OF LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

SCHEDULE _____

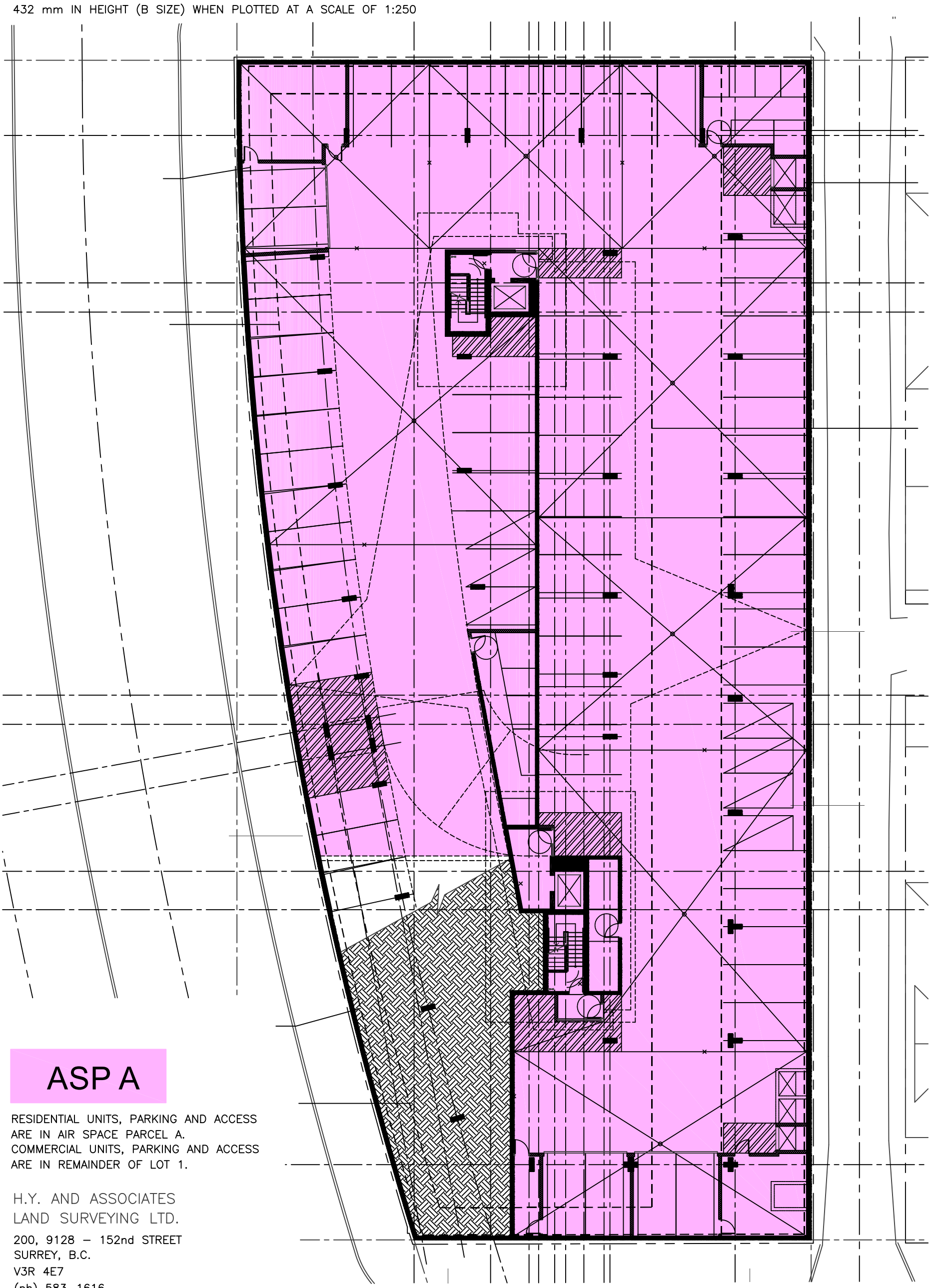
SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

UNDERGROUND PARKING (P2)



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN P2.DWG

GU GORDON YU, BCLS #808
DATE: 2022–01–20

UNDERGROUND PARKING (P1)

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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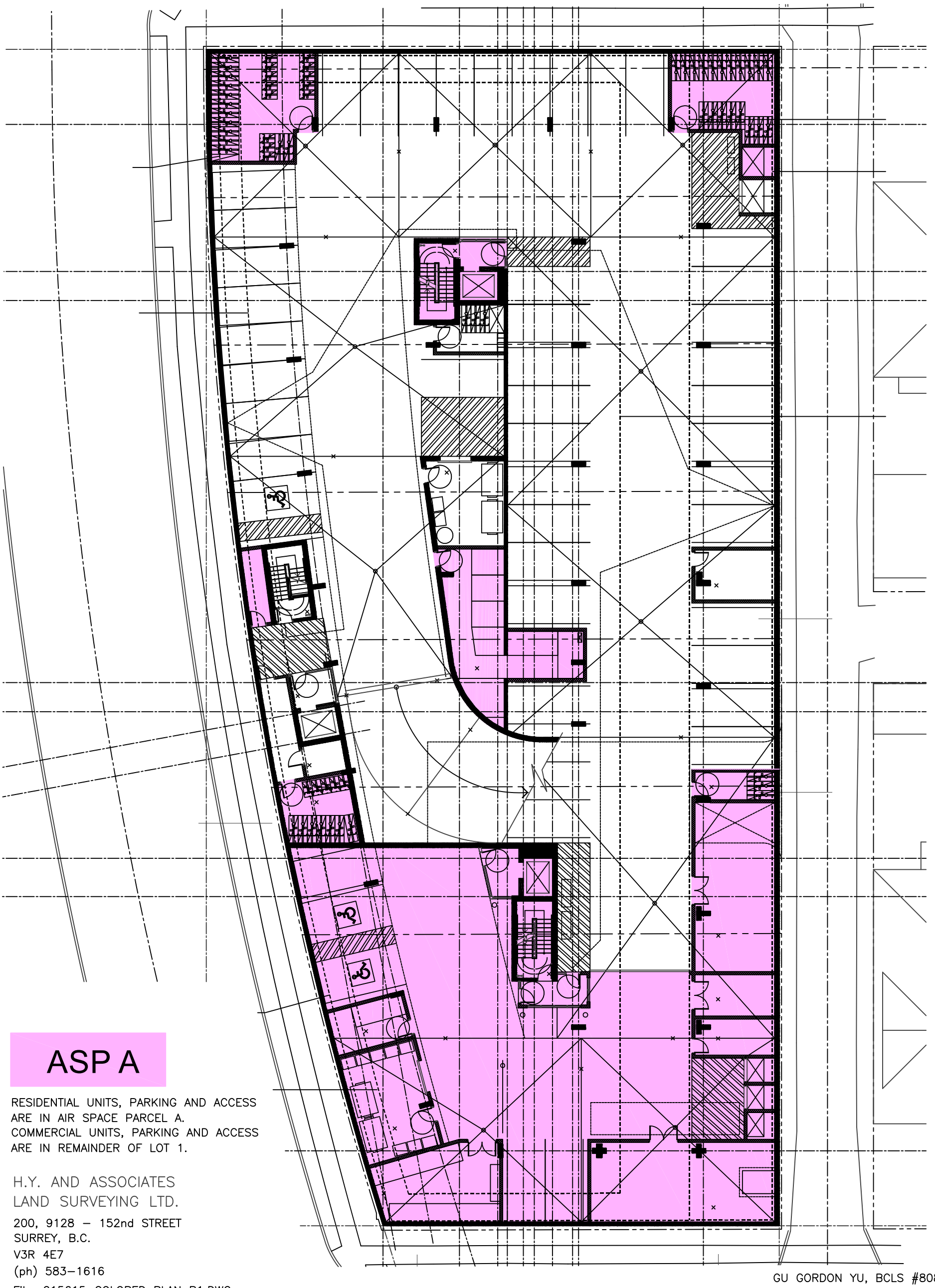

ASP A

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COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN P1.DWG

GU GORDON YU, BCLS #808

DATE: 2022–01–20

GOUND FLOOR

SHEET 3 OF 7 SHEETS

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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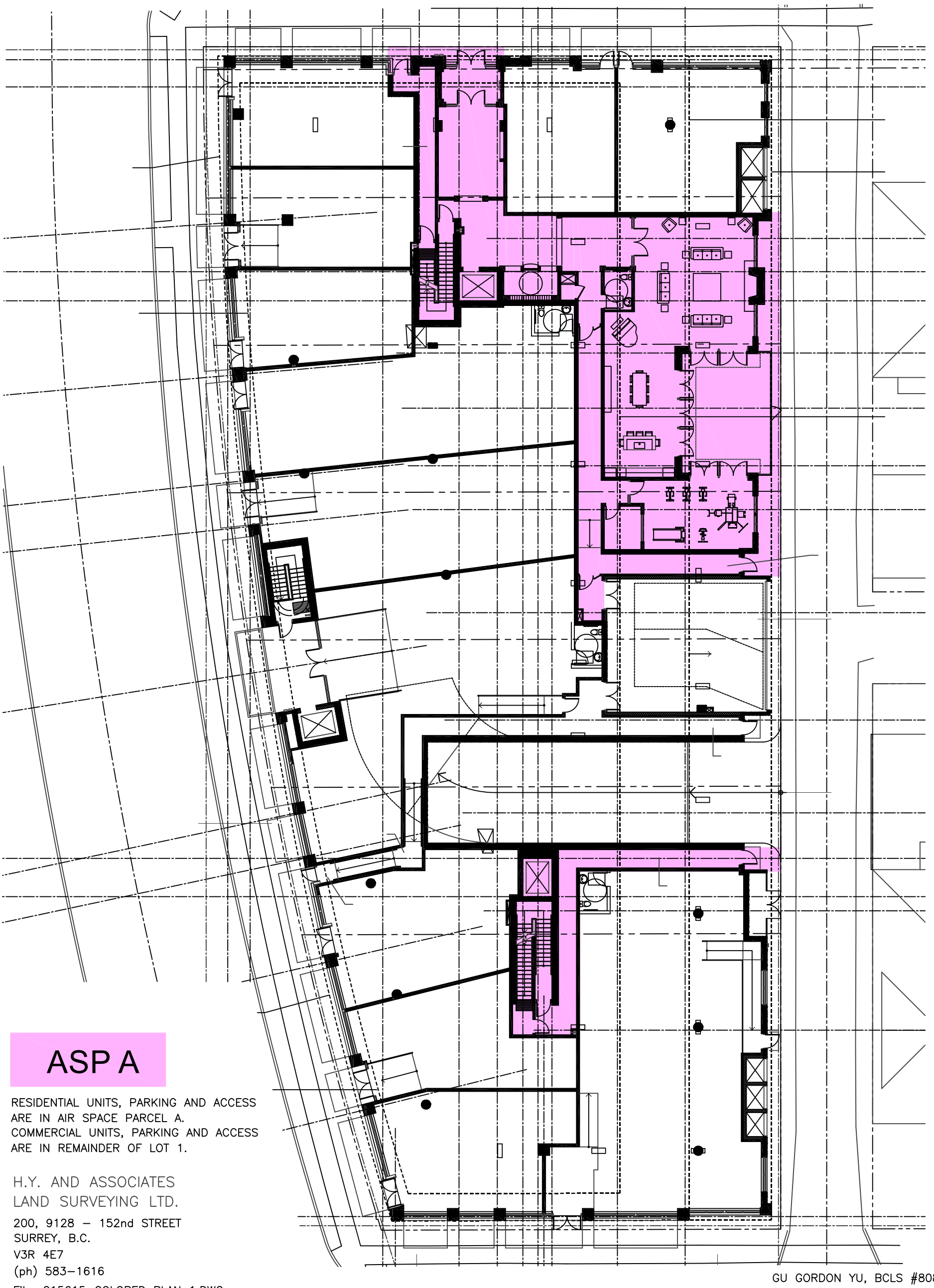

ASP A

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COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 1.DWG

GU GORDON YU, BCLS #808
DATE: 2022–01–20

2nd FLOOR

SHEET 4 OF 7 SHEETS

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

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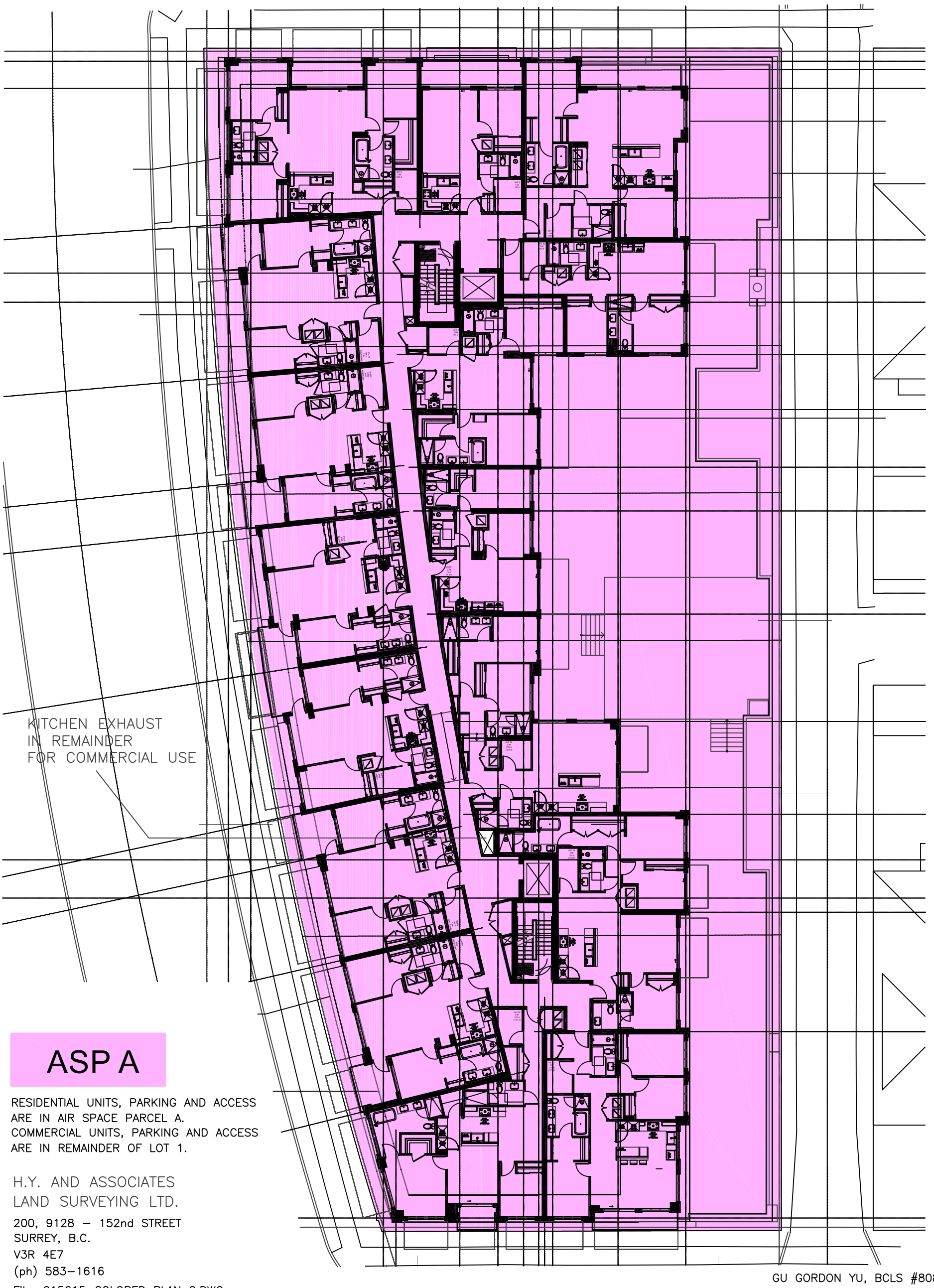

ASP A

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COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 2.DWG

GU GORDON YU, BCLS #808

DATE: 2022–01–20

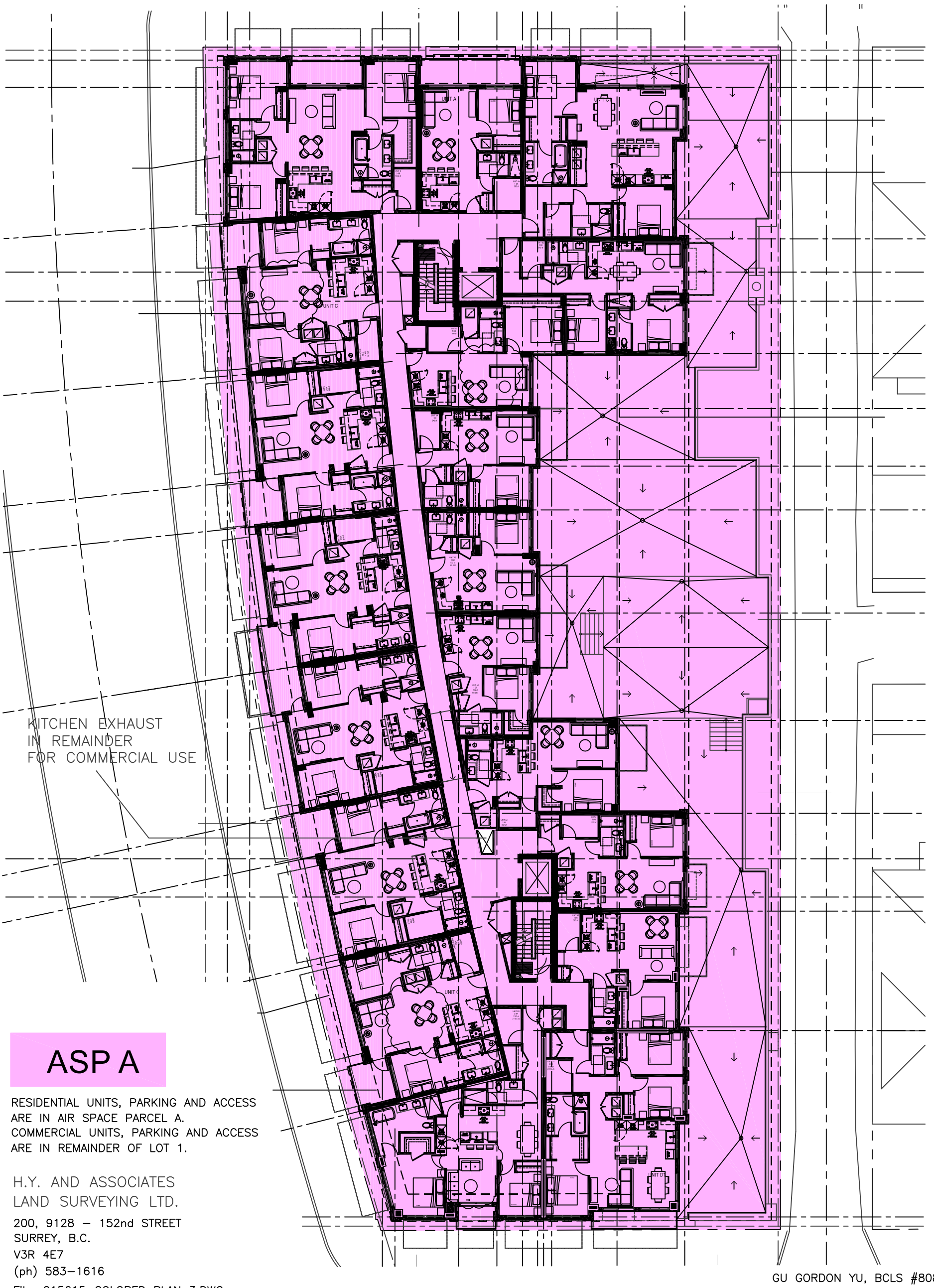
3rd FLOOR

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 3.DWG

GU GORDON YU, BCLS #808

DATE: 2022–01–20

4th FLOOR

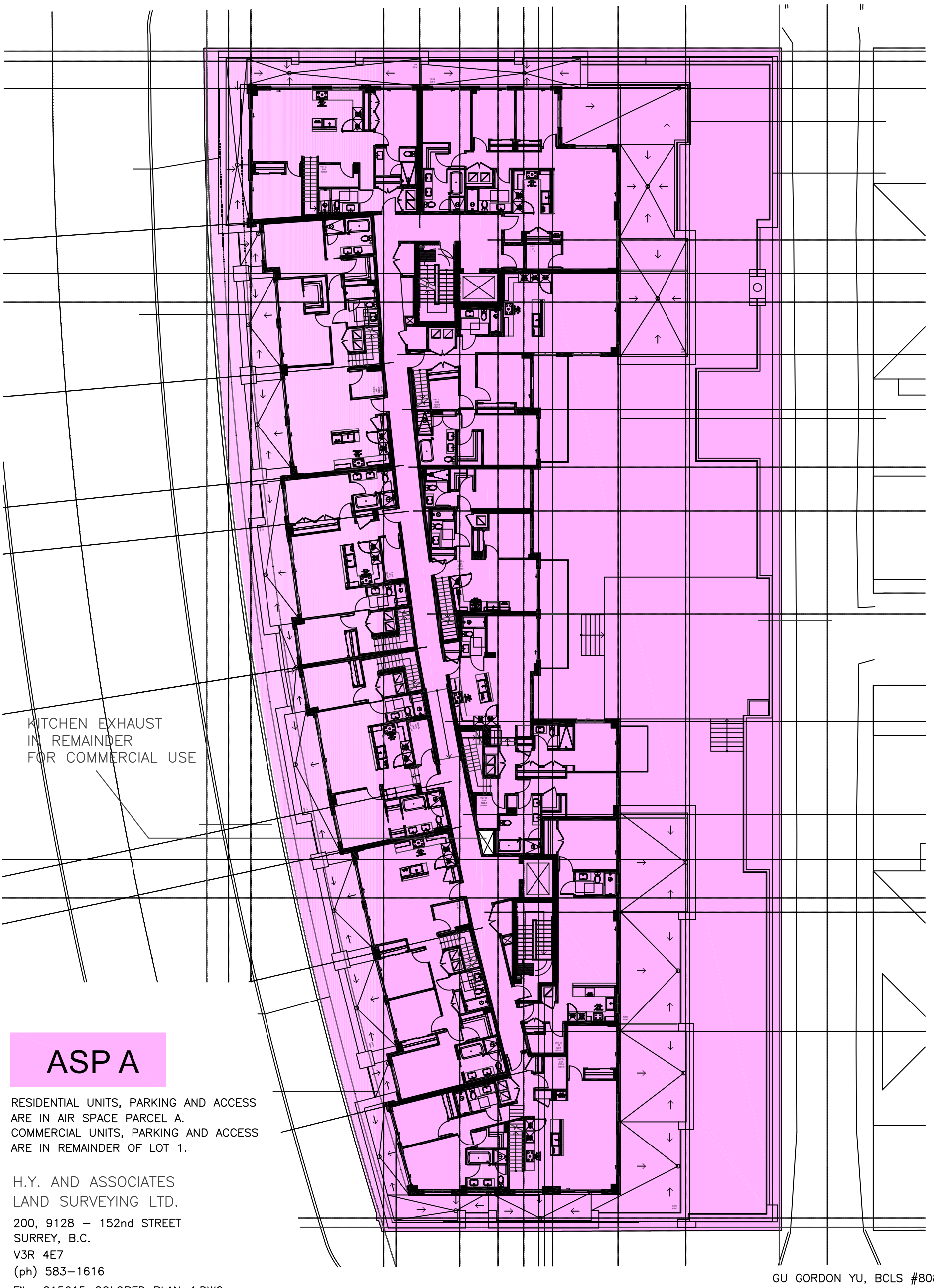
SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

N



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 4.DWG

GU GORDON YU, BCLS #808

DATE: 2022–01–20

ROOF

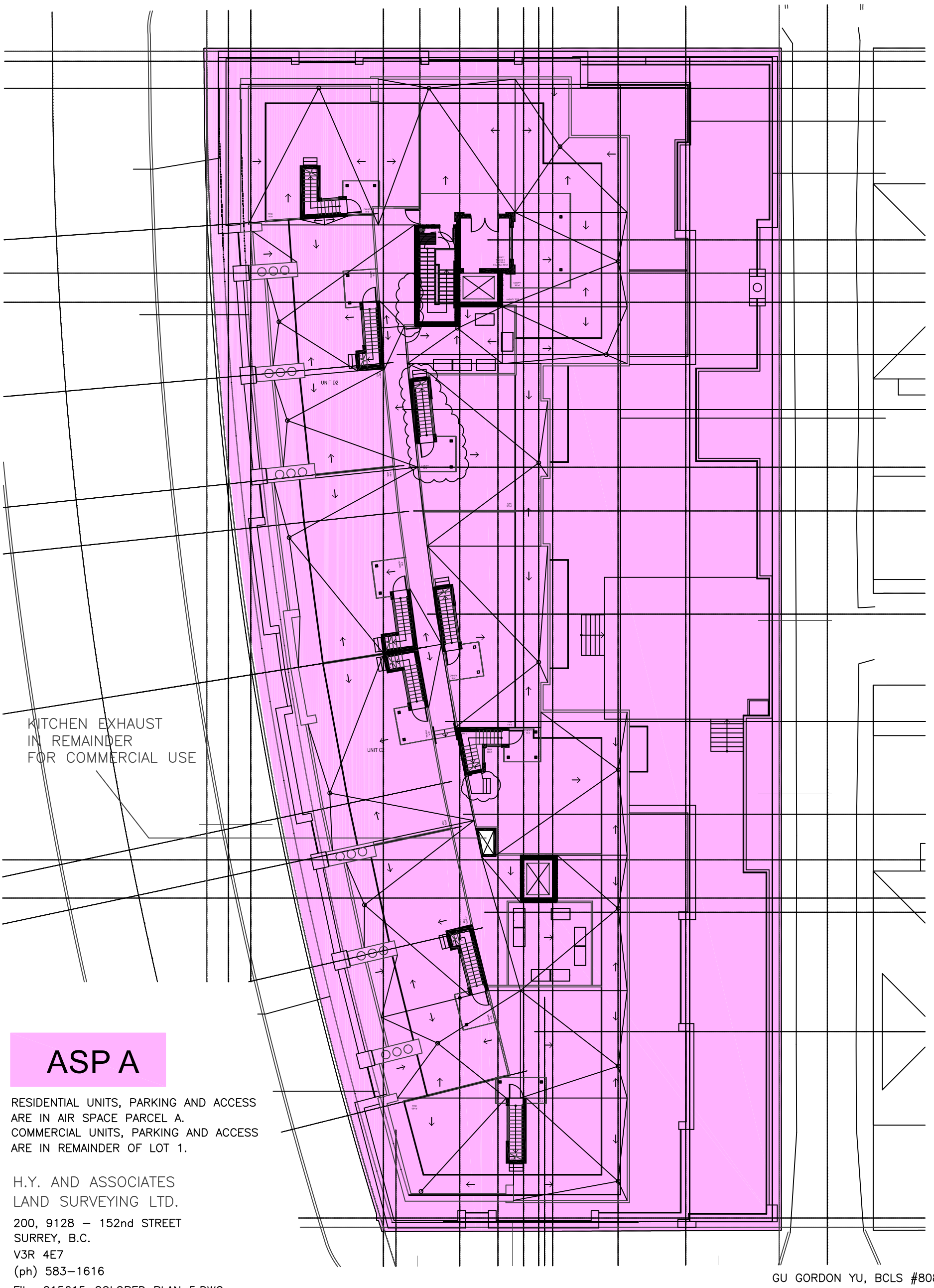
SHEET 7 OF 7 SHEETS

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_COLORED PLAN 5.DWG

GU GORDON YU, BCLS #808
DATE: 2022–01–20

EXHIBIT "B"
PRELIMINARY STRATA PLAN

[see attached]

PRELIMINARY STRATA PLAN OF ASP A
BLOCK 2 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT ASPL EPP_____

STRATA PLAN EPS0000

BCGS 92G.025

SCALE 1:500

0 10 20 30

ALL DIMENSIONS ARE IN METRES

PRELIMINARY

THIS PRELIMINARY STRATA PLAN IS BASED ON ARCHITECTURAL PLAN RECEIVED ON 2021-02-10

REVISION 1: 2021-03-29 (EMAIL: MARCH 24)
P1 TWO LOCKER ROOMS ADDED
P1 AIR SPACE BOUNDARY REVISION
LCP BALCONY/TERRACE AREA ADDED

REVISION 2: 2022-01-20 (ARCH 2021-12-23)
ARCH ISSUED 7 FOR BP STAGE 2 (8 DEC, 2021)

REVISION 3: 2022-03-07 (ARCH 2022-03-04)
ARCH ISSUED 9 FOR RE-IFT (25 FEB, 2022)

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V-1284 AND V-3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

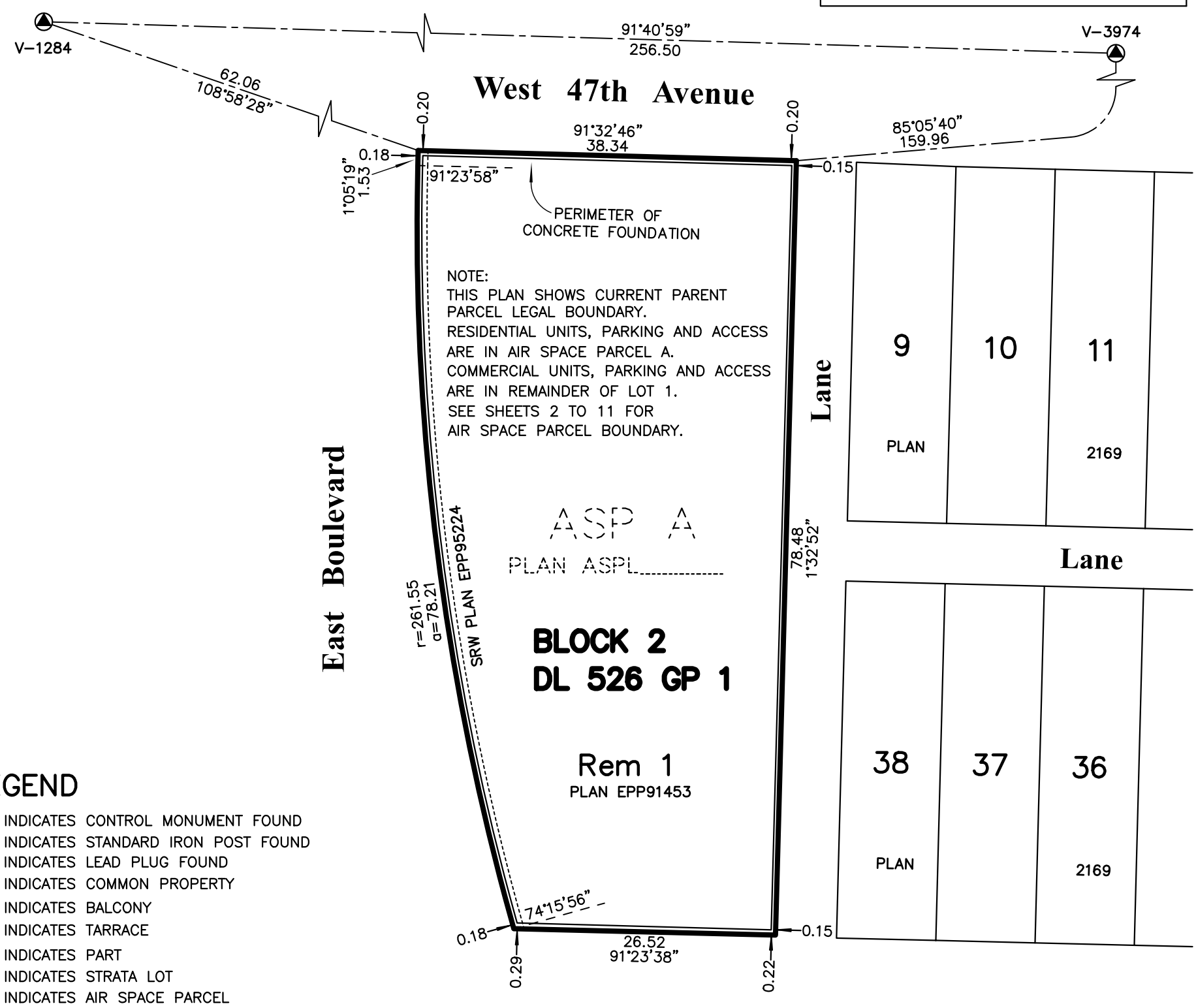
THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V-1284 AND V-3974

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995941 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V-1284 AND V-3974

V-1284
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 488650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

V-3974
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 488907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m

CIVIC ADDRESS:
2096 WEST 47th AVENUE
VANCOUVER, BC



LEGEND

▲	INDICATES CONTROL MONUMENT FOUND
●	INDICATES STANDARD IRON POST FOUND
■	INDICATES LEAD PLUG FOUND
©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
T	INDICATES TARRACE
PT	INDICATES PART
SL	INDICATES STRATA LOT
ASP	INDICATES AIR SPACE PARCEL
ASPL	INDICATES AIR SPACE PLAN
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)

STRATA LOT MEASUREMENTS ARE 90° OR 45° UNLESS NOTED OTHERWISE.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 - 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583-1616

File: 215615_PG1.DWG

BALCONY AND TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B-1, T-1)

BALCONY AND TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT - CITY OF VANCOUVER

THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE th DAY OF , 2022
GU GORDON YU, BCLS #808

UNDERGROUND PARKING (P2)

SCALE 1:250

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

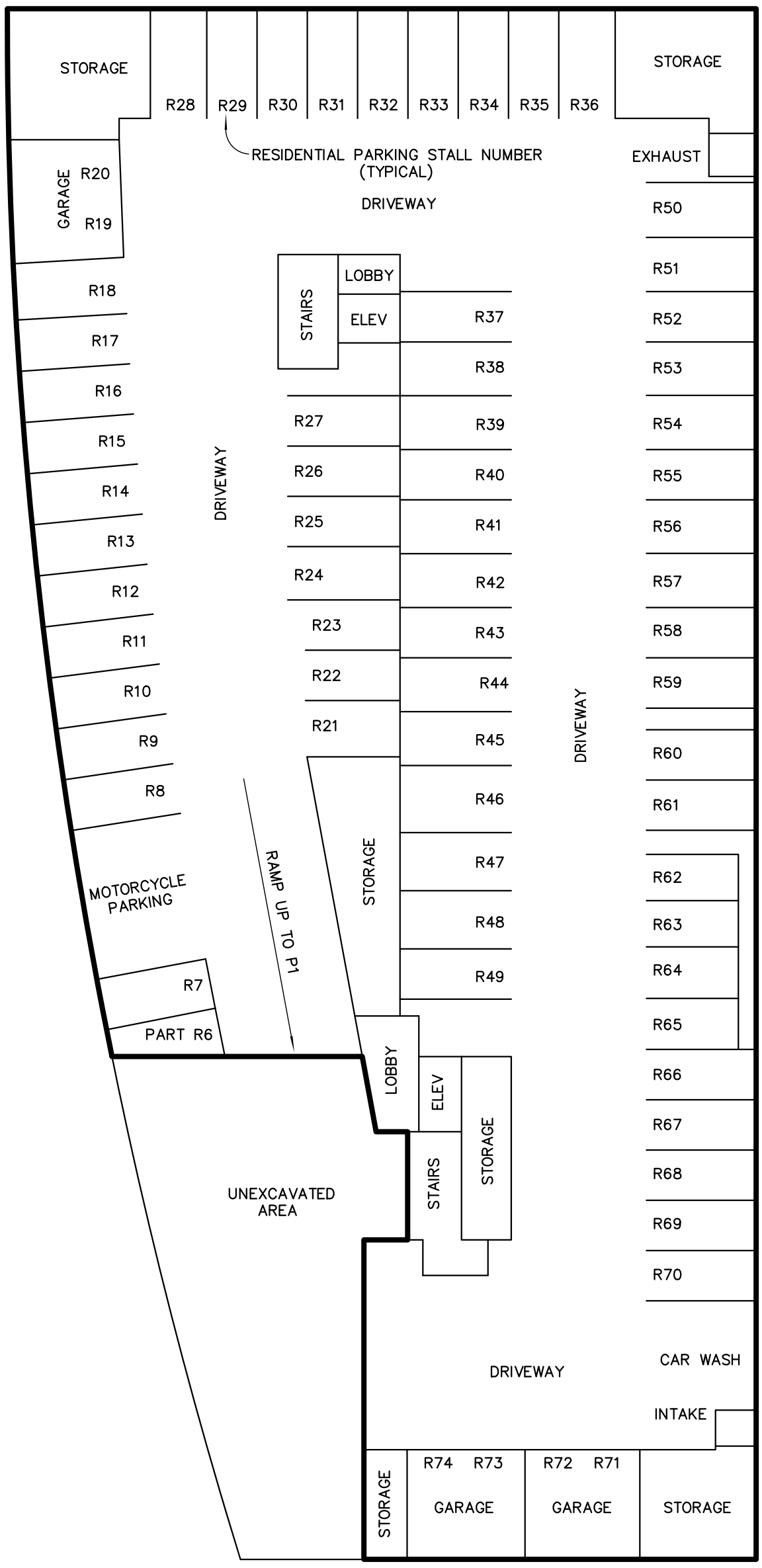
ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

N

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P2.DWG

GU GORDON YU, BCLS #808
DATE:

UNDERGROUND PARKING (P1)

SCALE 1:250

0 5 10 15

All distances are in metres.

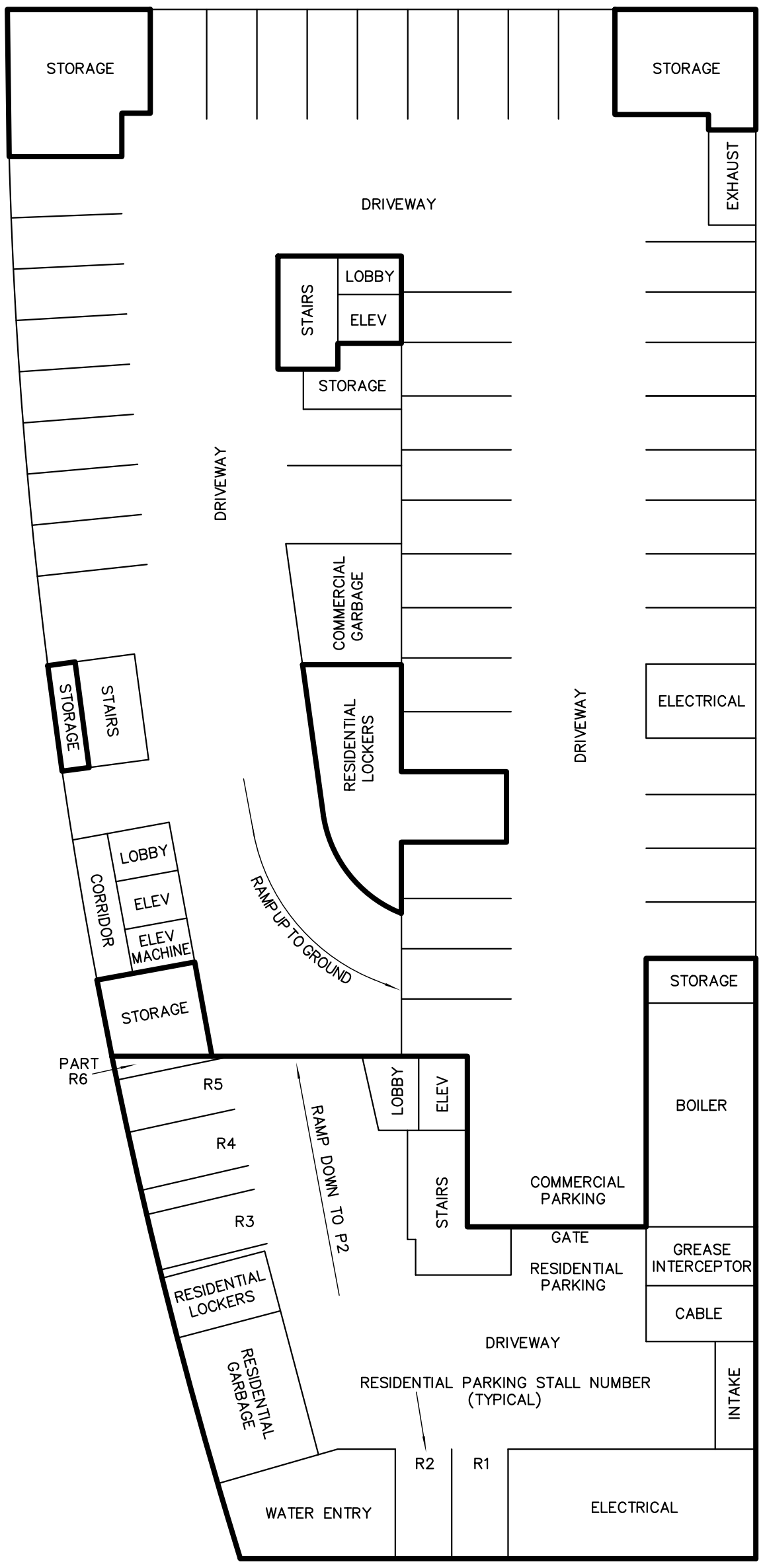
THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P1.DWG

GU GORDON YU, BCLS #808
DATE:

GROUND FLOOR

SCALE 1:250

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

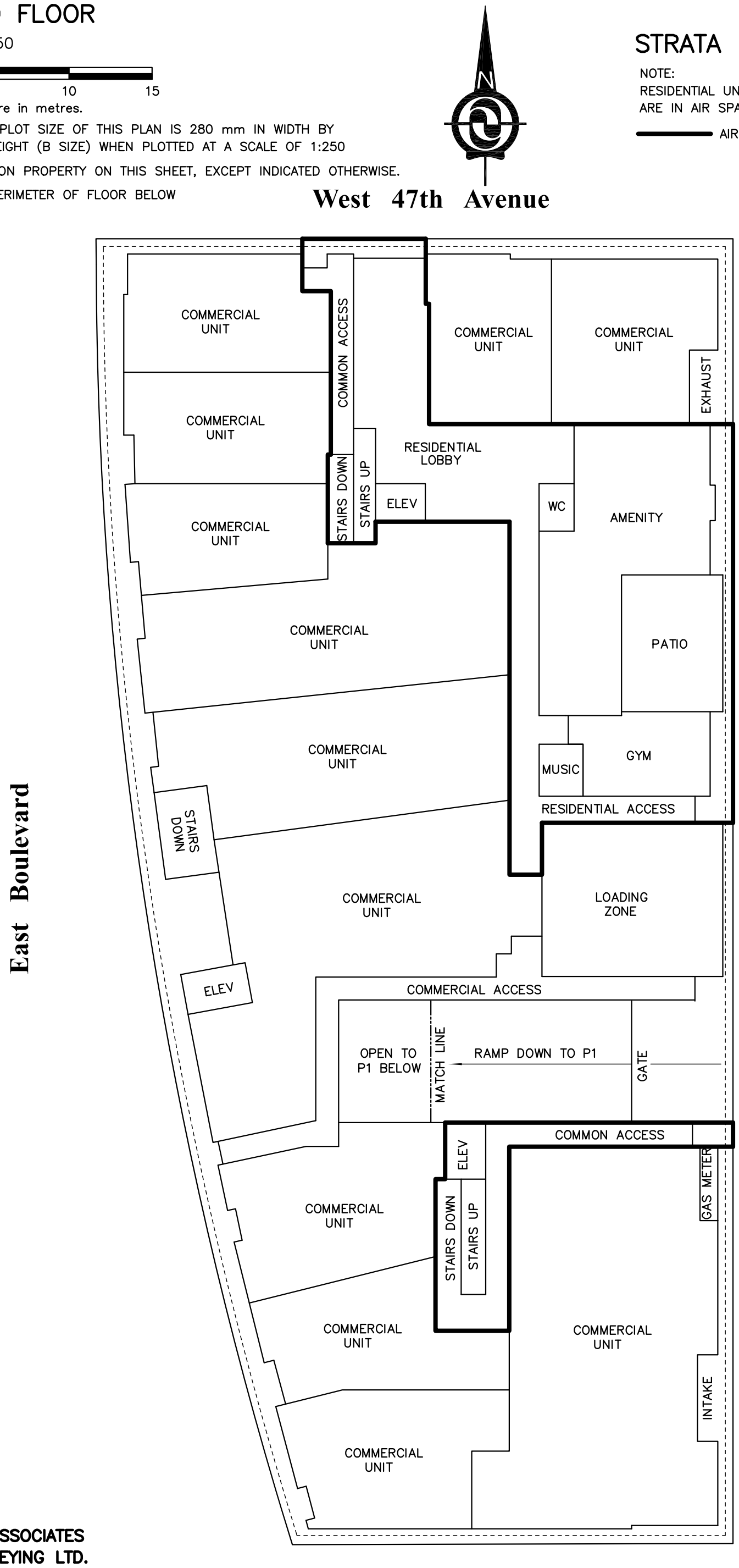
ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

---------- PERIMETER OF FLOOR BELOW

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_1.DWG

GU GORDON YU, BCLS #808
DATE:

2nd FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (SHEATHING, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST (COMMERCIAL)
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
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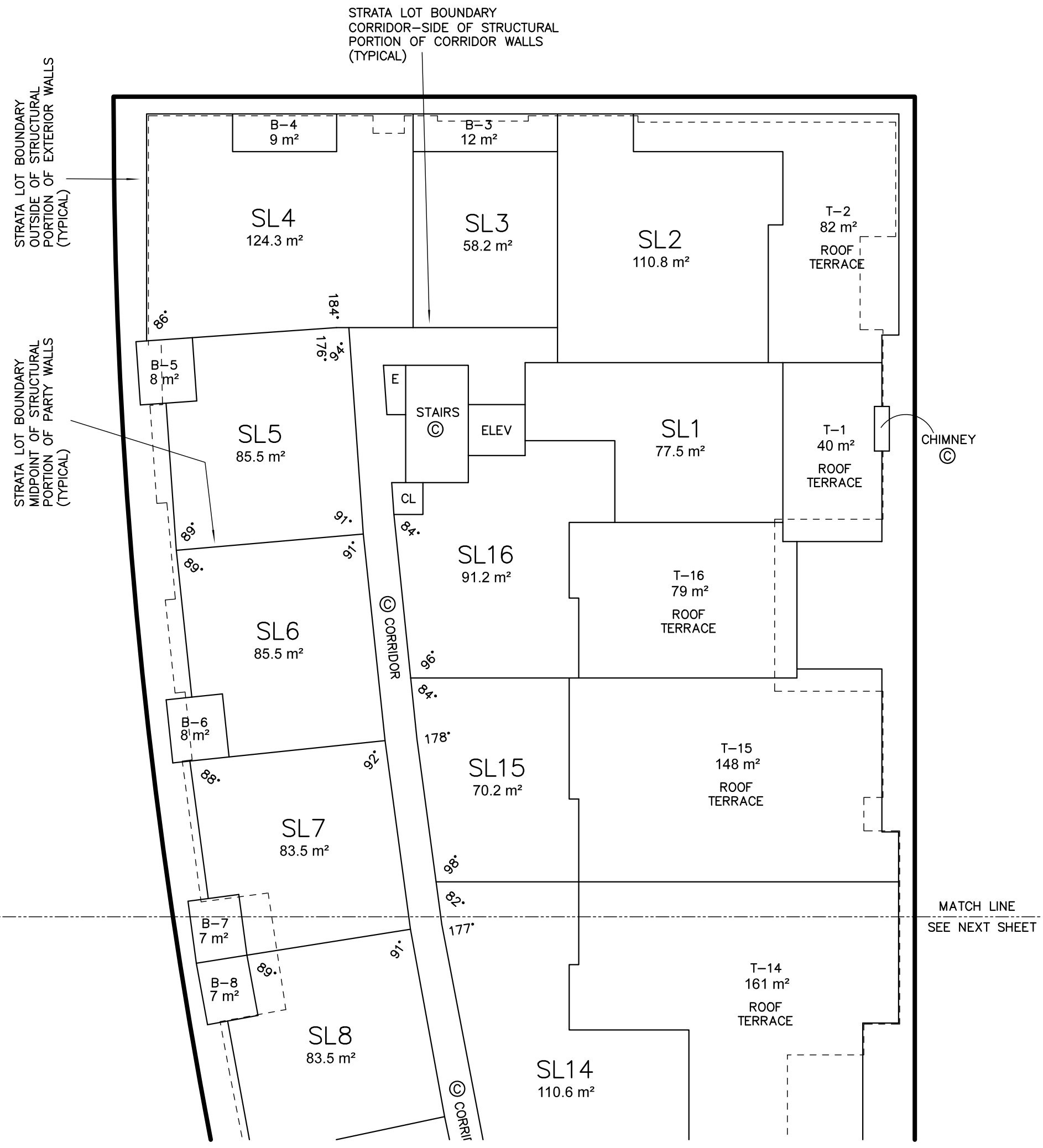

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BALCONY AND ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

GU GORDON YU, BCLS #808
DATE:

2nd FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

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STRATA PLAN EPS0000

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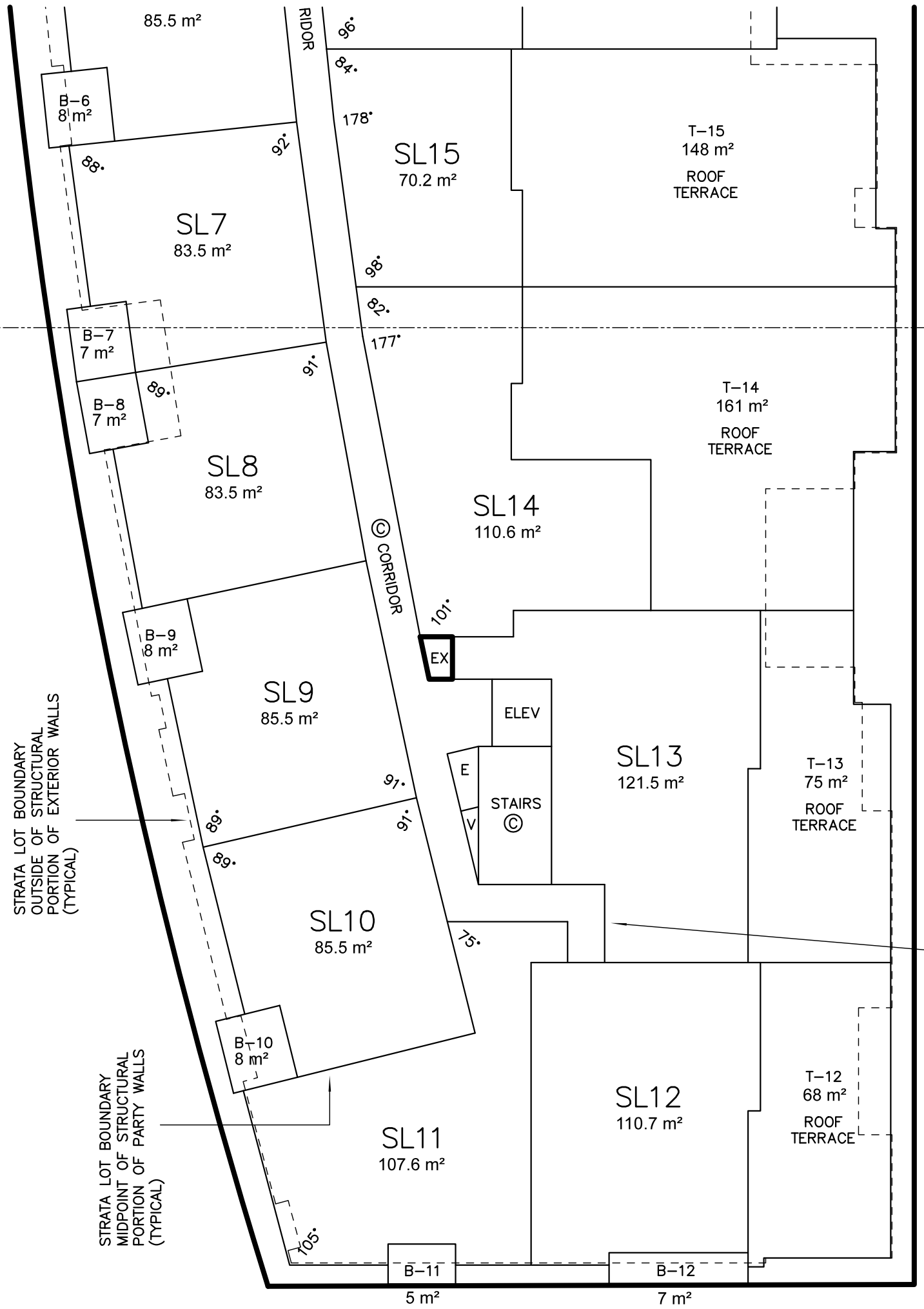

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GU GORDON YU, BCLS #808
DATE:

3rd FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

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STRATA PLAN EPS0000

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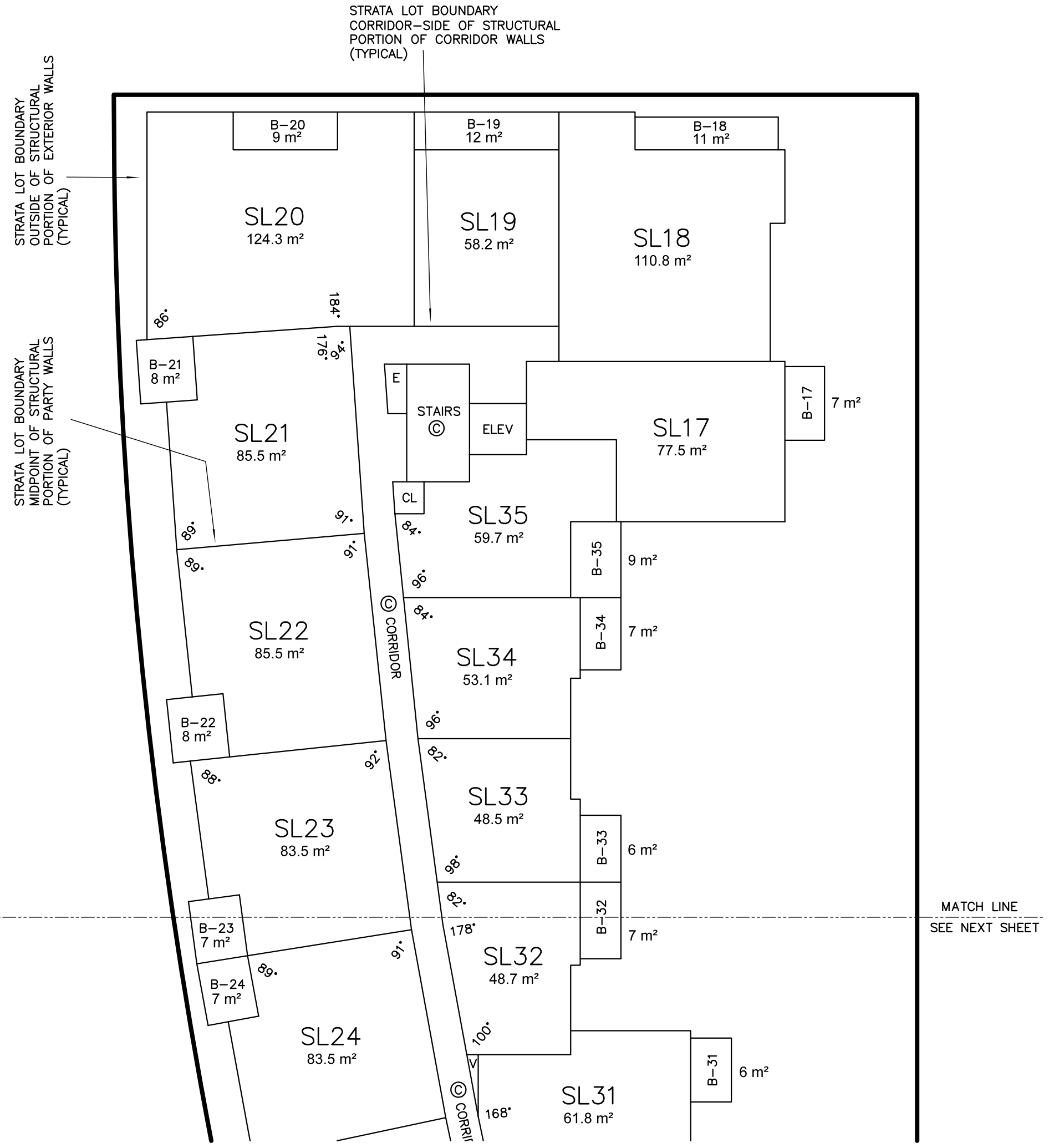

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200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_3N.DWG

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BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

3rd FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

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STRATA PLAN EPS0000

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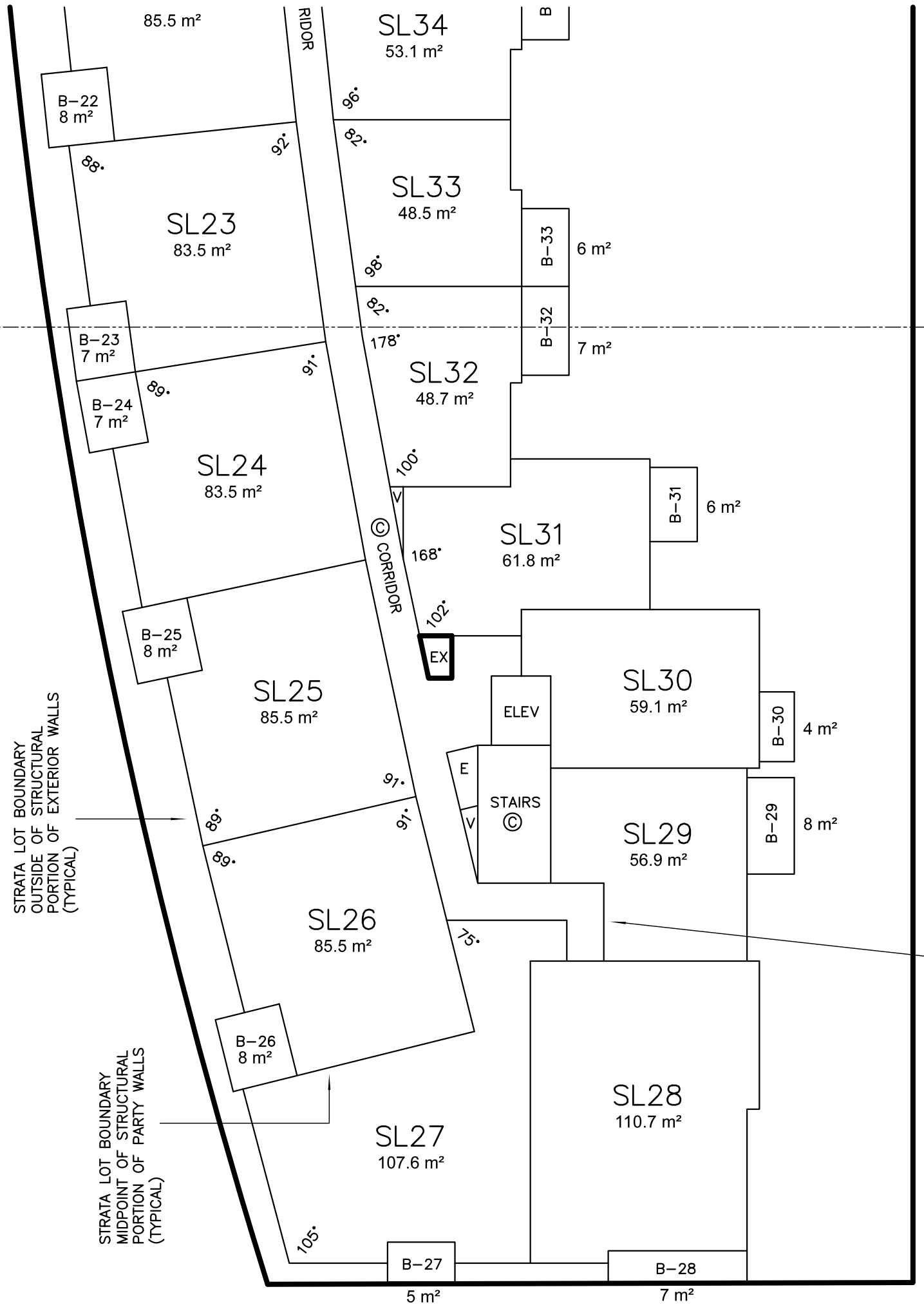
AIR SPACE PARCEL BOUNDARY



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GU GORDON YU, BCLS #808
DATE:

4th FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

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---------- PERIMETER OF FLOOR BELOW

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STRATA PLAN EPS0000

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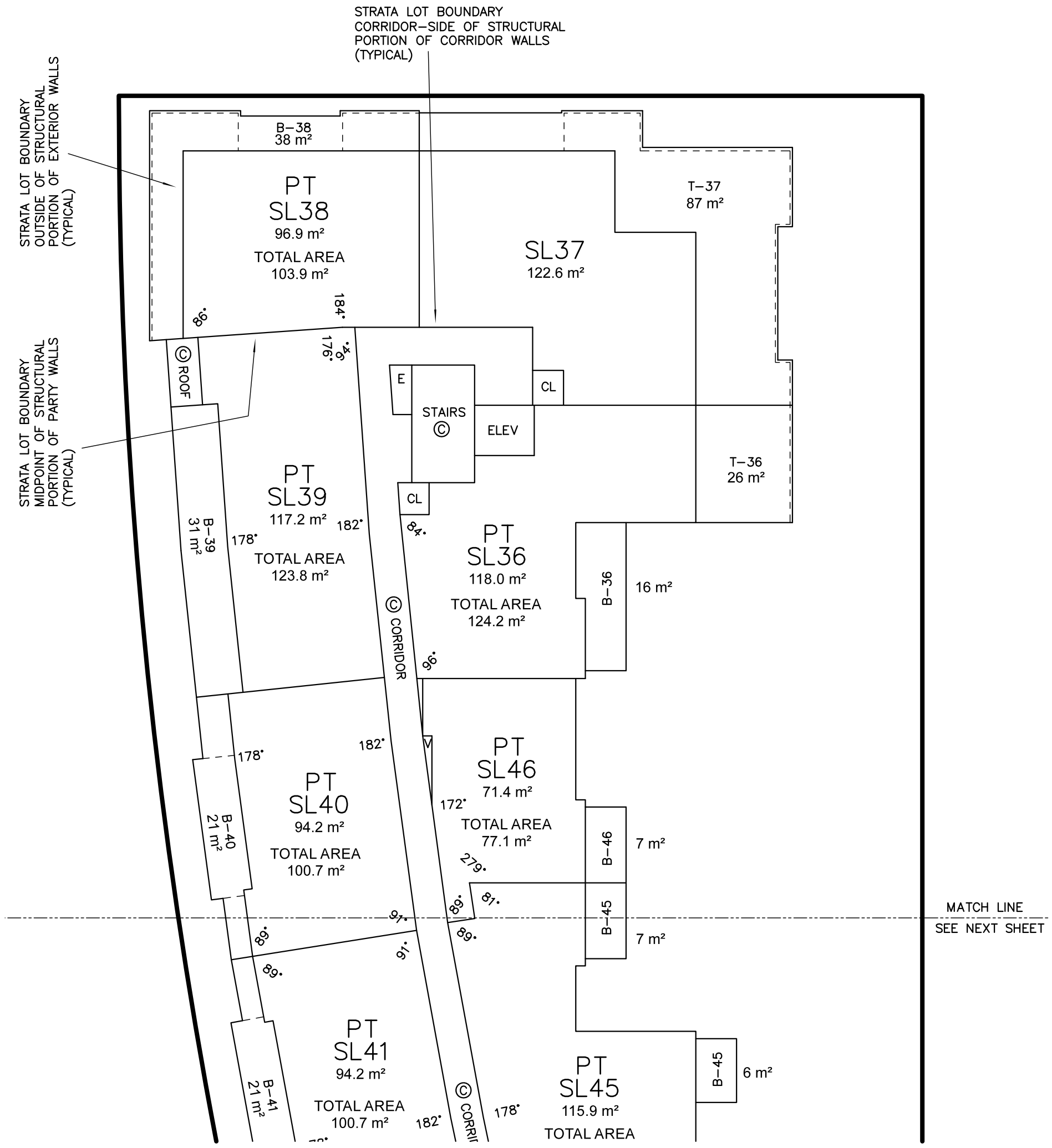

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200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_4N.DWG

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BALCONY AND ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

GU GORDON YU, BCLS #808
DATE:

4th FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

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STRATA PLAN EPS0000

LEGEND

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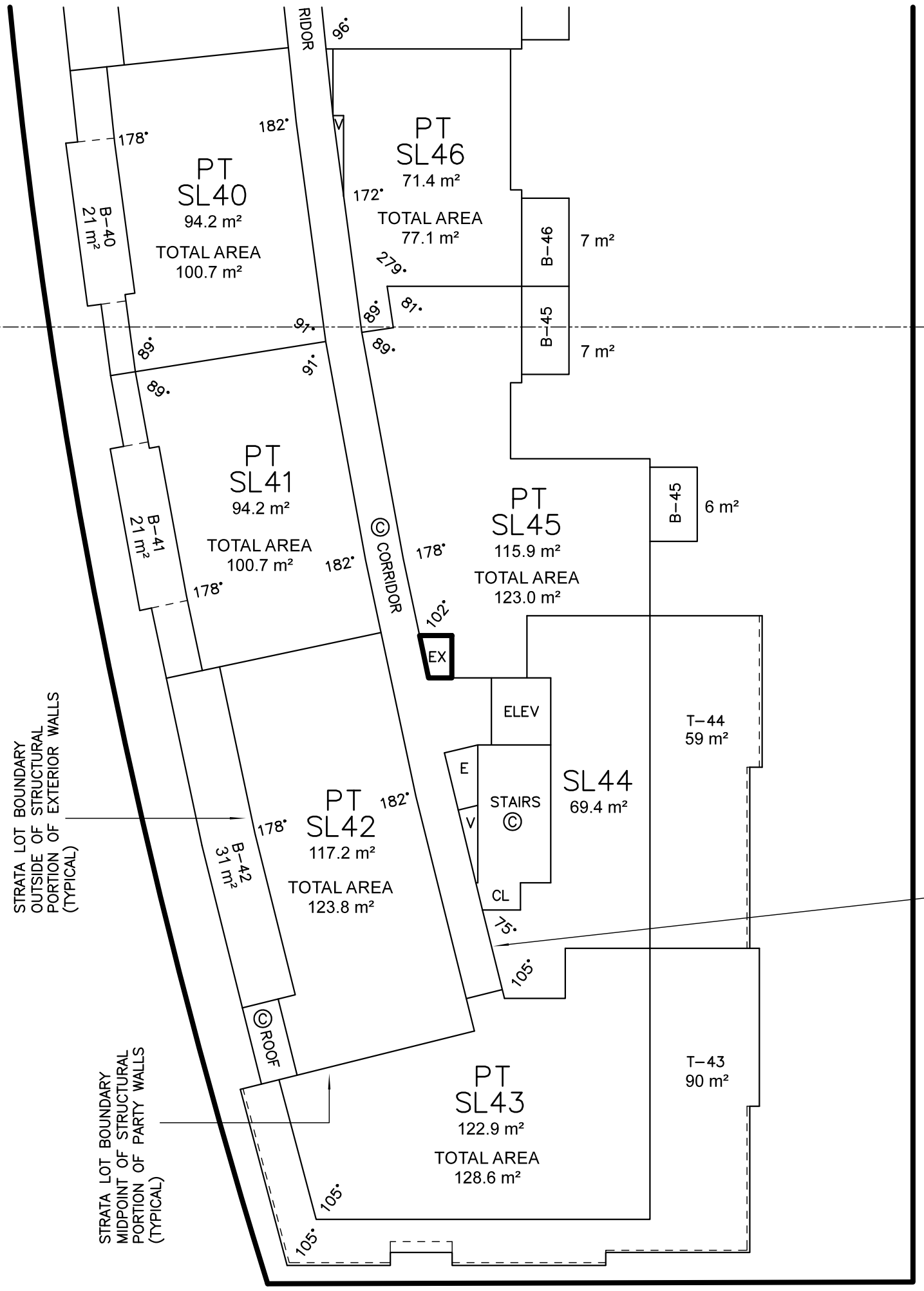

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BALCONY AND ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

GU GORDON YU, BCLS #808
DATE:

ROOF

SCALE 1:250

0 5 10 15

All distances are in metres.

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---------- PERIMETER OF FLOOR BELOW

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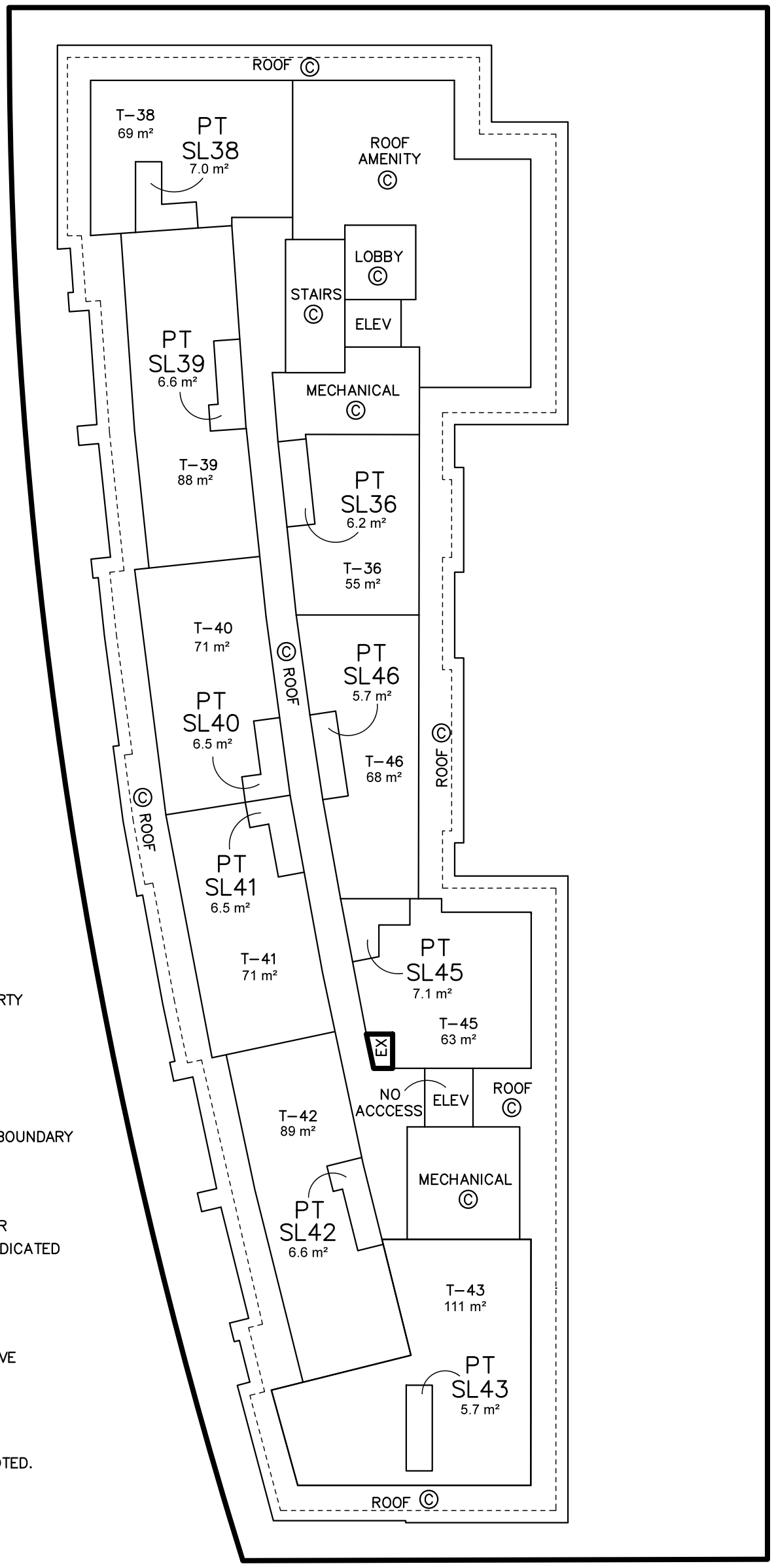
STRATA PLAN EPS0000



LEGEND

© INDICATES COMMON PROPERTY
T INDICATES ROOF TERRACE
EX INDICATES EXHAUST (COMMERCIAL)
ELEV INDICATES ELEVATOR (COMMON PROPERTY)

AIR SPACE PARCEL BOUNDARY

ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: T–1)

ROOF TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_ROOF.DWG

GU GORDON YU, BCLS #808
DATE:

EXHIBIT "D"
PROPOSED SCHEDULE OF UNIT ENTITLEMENT

[see attached]

Strata Property Act
Form V
Schedule of Unit Entitlement
(Sections 245 (a), 246, 264)

Re: Strata Plan EPS_____ being strata plan of

___-___-___ (Parent Parcel PID: 031-145-884)

Air Space Parcel A Block 2 District Lot 526 Group 1 New Westminster District
Air Space Plan EPP_____

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, [*check appropriate box*] as set out in the following table:

☑ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act.*

Certificate of British Columbia Land Surveyor

I, Gu Gordon Yu, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

……
Signature

OR

☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*.

……
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m²	Unit Entitlement	%* of Total Unit Entitlement**
1	5	77.5	78	1.863
2	5	110.8	111	2.652
3	5	58.2	58	1.386
4	5	124.3	124	2.962
5	5	85.5	86	2.054
6	5	85.5	86	2.054
7	5	83.5	84	2.007
8	6	83.5	84	2.007
9	6	85.5	86	2.054
10	6	85.5	86	2.054
11	6	107.6	108	2.580
12	6	110.7	111	2.652
13	6	121.5	122	2.914
14	6	110.6	111	2.652
15	5	70.2	70	1.672
16	5	91.2	91	2.174
17	7	77.5	78	1.863
18	7	110.8	111	2.652
19	7	58.2	58	1.386
20	7	124.3	124	2.962
21	7	85.5	86	2.054
22	7	85.5	86	2.054
23	7	83.5	84	2.007
24	8	83.5	84	2.007
25	8	85.5	86	2.054
26	8	85.5	86	2.054
27	8	107.6	108	2.580
28	8	110.7	111	2.652
29	8	56.9	57	1.362
30	8	59.1	59	1.409
31	8	61.8	62	1.481
32	8	48.7	49	1.171
33	7	48.5	49	1.171
34	7	53.1	53	1.266
35	7	59.7	60	1.433
36	9,11	124.2	124	2.962
37	9	122.6	123	2.938
38	9,11	103.9	104	2.484
39	9,11	123.8	124	2.962
40	9,11	100.7	101	2.413
41	10,11	100.7	101	2.413

42	10,11	123.8	124	2.962
43	10,11	128.6	129	3.082
44	10	69.4	69	1.648
45	10,11	123.0	123	2.938
46	9,11	77.1	77	1.839
Total number of lots: **46**			Total unit entitlement: **4186**	

* expression of percentage is for information purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: …….. *[month day, year]*

……
Signature of Owner Developer

EXHIBIT "G"
INTERIM BUDGET

[see attached]

CHLOE
INTERIM OPERATING BUDGET

		JOINT AMOUNT TO BE ALLOCATED	RESIDENTIAL STRATA	COMMERCIAL ASP	TOTAL
	INCOME				
	STRATA FEES	148,260	371,053	105,894	476,947
	TOTAL INCOME	**148,260**	**371,053**	**105,894**	**476,947**
	OPERATING EXPENSES				
	MONTHLY SERVICE CONTRACTS				
	LANDSCAPING AND GROUNDS	35,000	25,556	9,444	35,000
	CONCIERGE (8 hours/5 days a week)		57,500		57,500
	ELEVATORS	-	13,000	5,000	18,000
	FIRE ALARM MONITORING	1,800	1,314	486	1,800
	FIRE ALARM MAINTENANCE	4,000	2,921	1,079	4,000
	COMMON AREA CLEANING	24,000	17,524	6,476	24,000
	TOTAL MONTLY SERVICE CONTRACTS	**64,800**	**117,814**	**22,486**	**140,300**
	GENERAL REPAIRS				
	GENERAL BUILDING R&M (parking and ground floor exterior)	2,400	1,752	648	2,400
	GENERAL BUILDING R&M (separate Air Space Parcels)	-	3,000	600	3,600
	GARAGE DOOR (main gate)	1,200	876	324	1,200
	GARAGE DOOR (separate gates)	-	1,200	600	1,800
	TOTAL GENERAL REPAIRS	**3,600**	**6,829**	**2,171**	**9,000**
	GENERAL MAINTENANCE				
	POWERWASHING (grounds and main drive aisles)	600	438	162	600
	POWERWASHING (separate areas)	-	400	250	650
	LOCKSMITH R&M	-	600	100	700
	WINDOW CLEANING	3,600	2,629	971	3,600
	SNOW REMOVAL	1,200	876	324	1,200
	PEST CONTROL	1,200	876	324	1,200
	EMERGENCY GENERATOR	3,600	2,629	971	3,600
	HVAC R&M (parkade fans and MUA)	1,800	1,314	486	1,800
	SUPPLIES	-	600	200	800
	LIGHTS & BALLASTS	-	300	50	350
	DRYER VENT CLEANING	-	1,500	-	1,500
	CARPET CLEANING	-	600	-	600
	AMENITY R&M	-	600	-	600
	WASTE REMOVAL	-	7,000	1,200	8,200
	TOTAL GENERAL MAINTENANCE	**12,000**	**20,362**	**5,038**	**25,400**
	INSURANCE				
	INSURANCE	-	69,000	20,000	89,000
	TOTAL INSURANCE	**-**	**69,000**	**20,000**	**89,000**
	UTILITIES				
	HYDRO EXPENSE - COMMON AREA ELECTRICITY	35,000	25,556	9,444	35,000
	GAS EXPENSE - RANGES	-	2,400	-	2,400
	GAS EXPENSE - COMMON AREAS	-	6,935	-	6,935
	FAES TES ANNUAL SERVICE FEE	-	62,000	15,000	77,000
	WATER & SEWER	24,000	17,524	6,476	24,000
	TOTAL UTILITIES	**59,000**	**114,414**	**30,921**	**145,335**
	GENERAL & ADMINISTRATIVE				
	MANAGEMENT FEES	-	20,600	18,900	39,500
	ADMINISTRATION	-	1,800	600	2,400
	AGM/SGM EXPENSES	-	1,000	200	1,200
	SUNDRY EXPENSE	-	250	50	300
	TELEPHONE LINES	1,800	1,314	486	1,800
	TOTAL GENERAL & ADMINISTRATIVE	**1,800**	**24,964**	**20,236**	**45,200**
	TOTAL OPERATING EXPENSES	**141,200**	**353,384**	**100,851**	**454,235**
	CONTINGENCY FUND TRANSFERS	7,060	17,669	5,043	22,712
	TOTAL EXPENSES & TRANSFERS	**148,260**	**371,053**	**105,894**	**476,947**
	SURPLUS (DEFICIT)	**-**	**0**	**0**	**0**

Note: This budget was prepared in February 2022, using 2022 figures. The budget may increase in the future due to inflation, wear and tear, expiration of warranty periods and other circumstantial changes.

***** In addition to this line item, the Developer will contribute a minimum of 5% of the Estimated Operating Expenses to the contingency reserve fund at the time of the first conveyance of a strata lot to a purchaser in accordance with the Strata Property Act.***

EXHIBIT "H"
ESTIMATED MONTHLY ASSESSMENT

[see attached]

CHLOE - RESIDENTIAL STRATA
STRATA PLAN EPS----
INTERIM STRATA FEE SCHEDULE

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL STRATA FEE
	1	78	$ 548.73	$ 27.44	$ 576.17
	2	111	$ 780.89	$ 39.04	$ 819.93
	3	58	$ 408.03	$ 20.40	$ 428.43
	4	124	$ 872.34	$ 43.62	$ 915.96
	5	86	$ 605.01	$ 30.25	$ 635.26
	6	86	$ 605.01	$ 30.25	$ 635.26
	7	84	$ 590.94	$ 29.55	$ 620.49
	8	84	$ 590.94	$ 29.55	$ 620.49
	9	86	$ 605.01	$ 30.25	$ 635.26
	10	86	$ 605.01	$ 30.25	$ 635.26
	11	108	$ 759.78	$ 37.99	$ 797.77
	12	111	$ 780.89	$ 39.04	$ 819.93
	13	122	$ 858.27	$ 42.91	$ 901.19
	14	111	$ 780.89	$ 39.04	$ 819.93
	15	70	$ 492.45	$ 24.62	$ 517.07
	16	91	$ 640.19	$ 32.01	$ 672.20
	17	78	$ 548.73	$ 27.44	$ 576.17
	18	111	$ 780.89	$ 39.04	$ 819.93
	19	58	$ 408.03	$ 20.40	$ 428.43
	20	124	$ 872.34	$ 43.62	$ 915.96
	21	86	$ 605.01	$ 30.25	$ 635.26
	22	86	$ 605.01	$ 30.25	$ 635.26
	23	84	$ 590.94	$ 29.55	$ 620.49
	24	84	$ 590.94	$ 29.55	$ 620.49
	25	86	$ 605.01	$ 30.25	$ 635.26
	26	86	$ 605.01	$ 30.25	$ 635.26
	27	108	$ 759.78	$ 37.99	$ 797.77
	28	111	$ 780.89	$ 39.04	$ 819.93
	29	57	$ 401.00	$ 20.05	$ 421.05
	30	59	$ 415.07	$ 20.75	$ 435.82
	31	62	$ 436.17	$ 21.81	$ 457.98
	32	49	$ 344.72	$ 17.24	$ 361.95
	33	49	$ 344.72	$ 17.24	$ 361.95
	34	53	$ 372.86	$ 18.64	$ 391.50
	35	60	$ 422.10	$ 21.10	$ 443.21
	36	124	$ 872.34	$ 43.62	$ 915.96
	37	123	$ 865.31	$ 43.26	$ 908.57
	38	104	$ 731.64	$ 36.58	$ 768.23
	39	124	$ 872.34	$ 43.62	$ 915.96
	40	101	$ 710.54	$ 35.53	$ 746.07
	41	101	$ 710.54	$ 35.53	$ 746.07
	42	124	$ 872.34	$ 43.62	$ 915.96
	43	129	$ 907.52	$ 45.38	$ 952.90
	44	69	$ 485.42	$ 24.27	$ 509.69
	45	123	$ 865.31	$ 43.26	$ 908.57
	46	77	$ 541.70	$ 27.08	$ 568.78
		4186	**$ 29,448.67**	**$ 1,472.42**	**$ 30,921.08**

TOTAL	371,053	$	371,053	-	$ 61,842.17
OPERATING	353,384	$	353,384	-	
CONTINGENCY	17,669	$	17,669	-	

EXHIBIT "J"
SUMMARY OF ENCUMBRANCES

As of the date of this Disclosure Statement, the following legal notations and encumbrances are registered against title to the Lands. Except as otherwise stated herein, all of the below noted legal notations and encumbrances will be registered against title to the Lands, and then the Airspace Parcel upon the filing of the Airspace Plan, and thereafter will be registered against titles to the Strata Lots and/or the Common Property upon the filing of the Final Strata Plan.

Any capitalized terms not specifically defined herein have the meanings given to them in the respective documents below.

Legal Notations:

1. NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

This notice gives notice that 1076255 BC Ltd. is the owner, as defined in the *Builders Lien Act* of the Lands, that the nature of such owner's interest is fee simple, and that such owner's interest in the Lands is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

Charges, Liens and Interests:

The following charges, liens and interests are registered against title to the Lands:

1. STATUTORY RIGHT OF WAY CA8289445, COVENANT CA8289446, COVENANT CA8289447, EQUITABLE CHARGE CA8289448, FILED 2020-07-08

This statutory right of way is granted in favour of the City of Vancouver (the "**City**") over a portion of the Lands shown on plan EPP95224 (the "**SRW Area**") for building setback and public access for the purpose of public pedestrian use of an expanded sidewalk. 1076255 BC Ltd. (the "**Owner**") granted to the City the full free and uninterrupted right, liberty, easement and statutory right of way on, over, and upon the SRW Area at all times for the purpose of:

(a) permitting all members of the public at their will and pleasure to pass, be on, and repass along and across the surface of the SRW Area, or any portion thereof (27 hours a day, seven (7) days a week):

(i) on foot;

(ii) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;

(iii) using baby carriages, children's stroller, or similar devices which afford mobility to young pedestrians and their parent/guardians; or

(iv) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted by (b) and (c); and

(b) permitting the City and City Personnel (as defined therein) to enter onto the SRW area for the purpose inspecting the statutory right of way area and carrying out any of the Developer's obligations if the owner fails to fulfil such obligations.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants with the City in respect of the use of any portion of the Lands as follows:

(a) the Lands (as defined therein) will not be used in a manner contrary to this covenant;

(b) will be responsible for designing and constructing the Owner's Works in accordance with the Agreement;

(c) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until the City Engineer has approved the plans for the Owner's Words in accordance with the Agreement;

(d) will prepare and submit detailed plans and design for the Owner's Works to the City Engineer for approval and make any alterations the City Engineer considers necessary; and

(e) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until satisfying all the steps related to the Owner's Works under the Agreement; and

(f) agrees that if a permit is inadvertently issued by the City and the Owner commences construction, the City may pursue all remedies against the owner.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants and agrees with the City that:

(a) will not use the Lands in a manner contrary to the covenant;

(b) will take all responsibility and liability associated with use, occupation, existence, maintenance, repair and replacement of the Owner's Words and the SRW Area;

(c) will maintain, repaid, regrade and replace the Owners Works when necessary; and

(d) will carry and maintain general liability and other insurance claims for personal injury, death or property damage arising out of any use or enjoyment of the SRW Area.

This agreement also contains an equitable charge over the Lands for payment of all sums payable by the owner to the city under the terms of the Agreement.

2. COVENANT CA8289457, FILED 2020-07-08

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City for the purpose of sharing of one (1) Class B loading space (the "**Loading Space**") between the residential and commercial user groups in the Development. The Owner covenants and agrees with the City that it will ensure at all times after the issuance of an Occupancy Permit that all Residential Users (as defined therein) and all Commercial Users (as defined therein) have shared access to and shared use of the Loading Space and is subject to the additional restrictions and provisos:

(a) access to and use of the Loading Space by either the Commercial Users or Residential Users will not be unreasonably withheld or interfered with by either such group;

(b) the Commercial Users will have priority of use between 7:00 a.m. and 7:00 p.m, Monday to Friday and the Residential Users will have priority of use on the first two days, the last two days and the 15th and 16th of each calendar month; and

(c) the Owner will ensure a contact person is designated to represent the Residential Users and a contact person is designated to represent the Commercial Users who will both be responsible for coordination of shared use of the Loading Space.

3. MORTGAGE CA8665673, ASSIGNMENT OF RENTS CA8665674, FILED 2020-12-22.

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures construction financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

EXHIBIT "K"
OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE

[see attached]

SL No. _____ Suite No. _____

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: _____

_____

Occupation: _____

Address: _____

_____ **City:** _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ Other: _____

Date of Birth: _____

Full Name: _____

_____

Occupation: _____

Address: _____

_____ **City:** _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ Other: _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. _____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. _____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $_____

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $_____

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $_____

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable on the date that is six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $_____

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $_____

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for

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Purchaser	Purchaser	Vendor

non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☐ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use _____ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____, 20___.

_____ _____ Seal

Witness *Purchaser*:

_____ _____ Seal

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

1076255 B.C. LTD. **LIGHTSTONE DEVELOPMENT LTD.**

Per: _____ Per: _____

Authorized Signatory Authorized Signatory

Per: _____ Per: _____

Authorized Signatory Authorized Signatory

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Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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Purchaser	Purchaser	Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(d) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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Purchaser	Purchaser	Vendor

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by March 14, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between December 15, 2023 and March 14, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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Purchaser	Purchaser	Vendor

expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

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12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the

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Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

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(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service: Business Address:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5** 101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

CHLOE

THIRD AMENDMENT TO DISCLOSURE STATEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meanings assigned to them in the disclosure statement dated June 11, 2021 (the "**Original Disclosure Statement**") as amended by the First Amendment to Disclosure Statement dated December 6, 2021 (the "**First Amendment**") as amended by the Second Amendment to Disclosure Statement dated June 8, 2022 (the "**Second Amendment**"). The Original Disclosure Statement, the First Amendment, the Second Amendment and this Third Amendment to Disclosure Statement (the "**Third Amendment**") shall herein and hereafter be collectively referred to as the "**Disclosure Statement**".

2. PURPOSE

The purpose of this Third Amendment is to attend to the following amendments:

(a) a change in the number of Strata Lots being marketed under this Disclosure Statement, and in connection with the foregoing, the addition of Exhibit "L" (Table of Concordance);

(b) the entering into of deposit protection insurance for the Development, and in connection with the foregoing, to update section 7.1 (Deposits); and

(c) to otherwise update information in the Disclosure Statement.

3. AMENDMENTS

The Disclosure Statement is hereby amended as follows:

(a) Section 7.1 is hereby deleted and replaced with the following:

"**7.1 Deposits**

Except as otherwise provided for in accordance with the Deposit Protection Facility (as defined below), all deposits and other monies received from purchasers of Strata Lots will be held in trust by Clark Wilson LLP or such other licensee under the *Real Estate Services Act*, solicitor or notary public, as is appointed by the Developer in accordance with the terms of the contract of purchase and sale (the proposed form of which is attached as Exhibit "K") and the *Real Estate Development Marketing Act* (such party the "**Deposit Trustee**") until such time as:

(a) both:

(i) the strata plan has been deposited for registration in the appropriate Land Title Office and the Strata Lot purchased or leased is capable of being occupied; and

(ii) an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office;

(b) the agreement between the parties has been earlier terminated; or

(c) the Developer certifies in writing that:

(i) the rescission period under section 21 of the *Real Estate Development Marketing Act* (British Columbia) has expired;

(ii) the purchaser has failed to pay a subsequent deposit or the balance of the purchase price when required by the purchase agreement under which the deposit held by the trustee was paid;

(iii) under the terms of the purchase agreement, if the purchaser fails to pay a subsequent deposit when required, the Developer may elect to cancel the purchase agreement and, if the Developer elects to cancel the purchase agreement, the amount of the deposit is forfeited to the Developer; and

(iv) the Developer has elected to cancel the purchase agreement.

The interest, if any, accrued on the deposits will be for the account of and payable to the Developer except as may be required by the *Real Estate Development Marketing Act* (British Columbia) and any policy statements issued thereunder by the Superintendent.

The Developer has exercised its option to enter into a deposit protection contract facility (Policy No. 202365033) (the "**Deposit Protection Facility**") with Aviva Insurance Company of Canada, Intact Insurance Company, and Liberty Mutual Insurance Company (collectively, the "**Surety**') c/o Westmount West Services Inc. pursuant to which the deposits paid by purchasers of the Strata Lots (the "**Deposits**") may be released to the Developer to construct and market the Development. Westmount West Services Inc. is the agent for the Surety. The Surety indemnifies the purchasers of the Strata Lots in respect of Deposits owing by the Developer to such purchasers as a result of the Developer failing: (1) to ensure that the events required in section 18(3)(b)-(d) of the *Real Estate Development Marketing Act* (British Columbia) occur within the time established for that purpose on the respective Purchase Agreements; and (2) to return the Deposit to such purchasers in accordance with the respective Purchase Agreements. The Deposit Protection Facility is effective on the date that it was duly executed by the Developer and the Surety, being October 19, 2022**.**

Under the terms of the Deposit Protection Facility, upon the satisfaction of certain conditions required by the Surety, the Surety may, from time to time, issue a schedule or schedules (each, a "**Deposit Schedule**") to the Deposit Protection Facility indicating that the Surety is providing deposit protection insurance in respect of those certain purchaser deposit(s) (or portions thereof) listed in such Deposit Schedule. Upon the Surety issuing a Deposit Schedule which includes the deposit (or portion thereof) paid by a given purchaser for a Strata Lot and held by the deposit holder, the Deposit Protection Facility

(together with such Deposit Schedule) will constitute a "deposit protection contract" for the purposes of section 19 of *Real Estate Development Marketing Act* with respect to such deposit (or portion thereof, as applicable) for the benefit of such purchaser, and such deposit (or portion thereof, as applicable) can then be released by the deposit holder to the Developer and used by the Developer for purposes related to the Development, including, without limitation, the construction and marketing of the Development, in accordance with *Real Estate Development Marketing Act*. Each deposit (or portion thereof, as applicable) listed in a Deposit Schedule and released to the Developer is covered by the Deposit Protection Facility. The date on which the insurance coverage in respect of each given deposit (or portion thereof, as applicable) takes effect will be the date on which a Deposit Schedule which lists such deposit (or portion thereof, as applicable) is issued by the Surety.

(a) the aggregate total of the Deposits to be released to fund approved Development costs or repayment of the Developer's construction lender is not expected to exceed $15,000,000;

(b) the Developer will pay a premium to the Surety as Deposits are insured and prior to the deposit protection contracts being released to the Deposit Trustee;

(c) the party who entered into the Deposit Protection Facility for and on behalf of the Developer is Lightstone Development Ltd. and 1076255 B.C. Ltd.;

(d) the Developer, among others, has entered into a commitment letter dated November 13, 2020 with Westmount West Services Inc., as agent for the Surety, as amended by an amending letter dated October 7, 2022.

(e) the name and business address of the Surety is:

Aviva Insurance Company of Canada,
Intact Insurance Company, and
Liberty Mutual Insurance Company
c/o Westmount West Services Inc.
#520, 1130 West Pender Street
Vancouver, BC V6E 4A4; and

the aggregate limit of the insurance under the Deposit Protection Facility is $15,000,000 and the per claim limit of the insurance under the Deposit Protection Facility is limited to the Deposit amount released to the Developer plus any interest owed on the released Deposit. Upon release of the Deposit to the Developer pursuant to the Deposit Protection Facility in the manner described above, no further interest (if any) will accrue on the amount released.

(b) Exhibit "J" (Summary of Encumbrances) is deleted and replaced with Exhibit "J" attached to this Third Amendment.

(c) Exhibit "L" (Table of Concordance), which is attached as Exhibit "L" to this Third Amendment, is added to the Disclosure Statement and the index within the Original Disclosure Statement relating to the exhibits is updated accordingly.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 21st day October, 2022.

Signed:

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Directors of 1076255 B.C. LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

The Directors of LIGHTSTONE DEVELOPMENT LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement for property within the City of Vancouver known as "Chloe" and presently legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

I, Bhagwant Dhaliwal, Solicitor, a member of the Law Society of British Columbia, having read over the above described Third Amendment to Disclosure Statement dated October 21, 2022, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in amended Exhibit "J" to the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 21st day of October, 2022.

Bhagwant Dhaliwal

EXHIBIT "J"
SUMMARY OF ENCUMBRANCES

As of the date of this Disclosure Statement, the following legal notations and encumbrances are registered against title to the Lands. Except as otherwise stated herein, all of the below noted legal notations and encumbrances will be registered against title to the Lands, and then the Airspace Parcel upon the filing of the Airspace Plan, and thereafter will be registered against titles to the Strata Lots and/or the Common Property upon the filing of the Final Strata Plan.

Any capitalized terms not specifically defined herein have the meanings given to them in the respective documents below.

Legal Notations:

1. NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149 FILED 2020-07-24

This notice gives notice that 1076255 BC Ltd. is the owner, as defined in the *Builders Lien Act* of the Lands, that the nature of such owner's interest is fee simple, and that such owner's interest in the Lands is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

Charges, Liens and Interests:

The following charges, liens and interests are registered against title to the Lands:

1. STATUTORY RIGHT OF WAY CA8289445, COVENANT CA8289446, COVENANT CA8289447, EQUITABLE CHARGE CA8289448, FILED 2020-07-08

This statutory right of way is granted in favour of the City of Vancouver (the "**City**") over a portion of the Lands shown on plan EPP95224 (the "**SRW Area**") for building setback and public access for the purpose of public pedestrian use of an expanded sidewalk. 1076255 BC Ltd. (the "**Owner**") granted to the City the full free and uninterrupted right, liberty, easement and statutory right of way on, over, and upon the SRW Area at all times for the purpose of:

(a) permitting all members of the public at their will and pleasure to pass, be on, and repass along and across the surface of the SRW Area, or any portion thereof (27 hours a day, seven (7) days a week):

(i) on foot;

(ii) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;

(iii) using baby carriages, children's stroller, or similar devices which afford mobility to young pedestrians and their parent/guardians; or

(iv) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted by (b) and (c); and

(b) permitting the City and City Personnel (as defined therein) to enter onto the SRW area for the purpose inspecting the statutory right of way area and carrying out any of the Developer's obligations if the owner fails to fulfil such obligations.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants with the City in respect of the use of any portion of the Lands as follows:

(a) the Lands (as defined therein) will not be used in a manner contrary to this covenant;

(b) will be responsible for designing and constructing the Owner's Works in accordance with the Agreement;

(c) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until the City Engineer has approved the plans for the Owner's Words in accordance with the Agreement;

(d) will prepare and submit detailed plans and design for the Owner's Works to the City Engineer for approval and make any alterations the City Engineer considers necessary; and

(e) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until satisfying all the steps related to the Owner's Works under the Agreement; and

(f) agrees that if a permit is inadvertently issued by the City and the Owner commences construction, the City may pursue all remedies against the owner.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants and agrees with the City that:

(a) will not use the Lands in a manner contrary to the covenant;

(b) will take all responsibility and liability associated with use, occupation, existence, maintenance, repair and replacement of the Owner's Words and the SRW Area;

(c) will maintain, repaid, regrade and replace the Owners Works when necessary; and

(d) will carry and maintain general liability and other insurance claims for personal injury, death or property damage arising out of any use or enjoyment of the SRW Area.

This agreement also contains an equitable charge over the Lands for payment of all sums payable by the owner to the City under the terms of the Agreement.

2. COVENANT CA8289457, FILED 2020-07-08

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City for the purpose of sharing of one (1) Class B loading space (the "**Loading Space**") between the residential and commercial user groups in the Development. The Owner covenants and agrees with the City that it will ensure at all times after the issuance of an Occupancy Permit that all Residential Users (as defined therein) and all Commercial Users (as defined therein) have shared access to and shared use of the Loading Space and is subject to the additional restrictions and provisos:

(a) access to and use of the Loading Space by either the Commercial Users or Residential Users will not be unreasonably withheld or interfered with by either such group;

(b) the Commercial Users will have priority of use between 7:00 a.m. and 7:00 p.m, Monday to Friday and the Residential Users will have priority of use on the first two days, the last two days and the 15th and 16th of each calendar month; and

(c) the Owner will ensure a contact person is designated to represent the Residential Users and a contact person is designated to represent the Commercial Users who will both be responsible for coordination of shared use of the Loading Space.

3. MORTGAGE CA8665673 AND ASSIGNMENT OF RENTS CA8665674, FILED 2020-12-22.

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures construction financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

4. STATUTORY RIGHT OF WAY CB251887, COVENANT CB251888, PRIORITY AGREEMENT CB251889 AND PRIORITY AGREEMENT CB251890, FILED 2022-09-29.

This statutory right of way is in favour of FortisBC Alternative Energy Services Inc. ("**Fortis**") over those portions of the Lands which can the Thermal Energy System ("**TES**") that permits Fortis to: a) excavate for, construct, install, maintain operate, repair, abandon, replace and remove the TES; b) construct, install, inspect, maintain, make and remove TES service connections and connect and disconnect the TES service lines; c) install marking posts to mark the location of the TES or any portion thereof; d) take such steps as FortisBC AES deems necessary to protect and secure the TES; e) bring onto the Lands all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes; and f) generally do all acts necessary or incidental to the foregoing or the business of operating, maintaining and repairing the TES. FortisBC AES also has the benefit of a statutory right of way over the Lands for the purpose of obtaining access to and egress from those portions of the Lands which contain the TES.

The priority agreements herein grant the statutory right of way and covenant priority over Mortgage CA8665673 and Assignment of Rents CA8665674.

Pending Applications:

1. MORTGAGE CB292874 AND ASSIGNMENT OF RENTS CB292875

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

2. MORTGAGE CB293126 AND ASSIGNMENT OF RENTS CB293127

This is a mortgage and assignment of rents in favour of Peterson Investment Group Inc. that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

3. PRIORITY AGREEMENT CB294025 AND PRIORITY AGREEMENT CB294026

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB293126 and Assignment of Rents CB293127.

4. MORTGAGE CB294046 AND ASSIGNMENT OF RENTS CB294047

This is a mortgage and assignment of rents in favour of the Westmount West Services Inc. that secures the Deposit Protection Facility provided to the Developer as detailed in Section 7.1 of the Disclosure Statement. The Developer may obtain partial discharges of these charges from titles to the Strata Lots provided that certain conditions are satisfied including the registration of registrable transfers of the Strata Lots.

5. PRIORITY AGREEMENT CB294534 AND PRIORITY AGREEMENT CB294535

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB294046 and Assignment of Rents CB294047.

6. PRIORITY AGREEMENT CB294554 AND PRIORITY AGREEMENT CB294555

The priority agreements herein grant Mortgage CB293126 and Assignment of Rents CB293127 priority over Mortgage CB294046 and Assignment of Rents CB294047.

EXHIBIT "O"
TABLE OF CONCORDANCE

See attached.

2096 W 47th Ave, Vancouver, BC
TABLE OF CONCORDANCE

Old Unit Number	New Unit Number	Old Strata Lot Numbers (in the Disclosure Statement)	New Strata Lot Numbers (In the 2nd Amendment)	Notes
201	216	1	1	
202	215	2	2	
203	214	3	3	
204	213	4	4	
205	212	5	5	
206	211	6	6	
207	210	7	7	
208	209	8	8	
209	208	9	9	
210	207	10	10	
211	206	11	11	
212	205	12	12	
213	204	13	13	units combined
214		14		
215	203	15	14	units combined
216		16		
217	202	17	15	
218	201	18	16	
301	319	19	17	
302	318	20	18	
303	317	21	19	
304	316	22	20	
305	315	23	21	
306	314	24	22	
307	313	25	23	
308	312	26	24	
309	311	27	25	
310	310	28	26	
311	309	29	27	
312	308	30	28	
313	307	31	29	
314	306	32	30	
315	305	33	31	
316	304	34	32	
317	303	35	33	
318	302	36	34	
319	301	37	35	
401	401	38	36	
402	411	39	37	
403	410	40	38	
404	409	41	39	
405	408	42	40	
406	407	43	41	
407	406	44	42	
408	405	45	43	
409	404	46	44	
410	403	47	45	
411	402	48	46	

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

CHLOE

FOURTH AMENDMENT TO DISCLOSURE STATEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined herein will have the meanings assigned to them in the disclosure statement dated June 11, 2021 (the "**Original Disclosure Statement**") as amended by the First Amendment to Disclosure Statement dated December 6, 2021 (the "**First Amendment**") as amended by the Second Amendment to Disclosure Statement dated June 8, 2022 (the "**Second Amendment**") as amended by the Third Amendment to Disclosure Statement (the "**Third Amendment**"). The Original Disclosure Statement, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment to Disclosure Statement (the "**Fourth Amendment**") shall herein and hereafter be collectively referred to as the "**Disclosure Statement**".

2. PURPOSE

The purpose of this Fourth Amendment is to attend to the following amendments:

(a) to update the storage locker numbers;

(b) to update the estimated date range of completion of construction;

(c) to update Section 7.2 (Purchase Agreement);

(d) to update Exhibit "A" (Preliminary Airspace Plan);

(e) to update Exhibit "B" (Preliminary Strata Plan);

(f) to update Exhibit "D" (Proposed Schedule of Unit Entitlement);

(g) to update Exhibit "G" (Interim Budget);

(h) to update Exhibit "H" (Estimated Monthly Assessment);

(i) to remove Exhibit "I" (Rental Disclosure Statement);

(j) to update Exhibit "J" (Summary of Encumbrances);

(k) to update Exhibit "K" (Offer to Purchase and Contract of Purchase and Sale);

(l) a change in the Strata Lot numbers and unit numbers being marketed under this Disclosure Statement and in connection with the foregoing, to update Exhibit "L" (Table of Concordance);and

(m) to otherwise update information in the Disclosure Statement.

3. AMENDMENTS

The Disclosure Statement is hereby amended as follows:

(a) Subsection 3.6(a)(ii) (Electric Vehicle Stalls) is deleted and replaced with the following:

"(ii) Electric Vehicle Stalls

It is anticipated that 71 of the Parking Stalls will be available for use by electric vehicles and each will be equipped with a 208 - 240 volt energized outlet capable of providing level 2 charging or higher according to the SAE International's J1772 standard (the "**EV Stalls**"). The use of the EV Stalls will be subject to the bylaws of the Strata Corporation in place from time to time, as provided in more detail in Section 3.5 hereof, and any lease, option to lease or partial assignment of lease in respect of the Parking Stalls. The Developer reserves the right, in its sole discretion to change the number of EV Stalls available, or vary the type of charging compatibility of the EV Stalls as outlined in this Section 3.6. The locations and allocation, including manner of allocation, of the EV Stalls will be determined by the Developer in its sole discretion. Any electricity that is consumed as a result of the use of an EV Stall is expected to be metered to the Strata Corporation (the "**Electricity Costs**"). As a result, the Electricity Costs are then expected to be equally invoiced to those respective owners using the EV Stalls and an amount an owner pays with respect to the consumption of electricity may not correspond to the amount of electricity consumed by such owner. In addition, the Strata Corporation may also charge a user fee for the use of an EV Stall. The Developer reserves the right, in its sole discretion, to vary how the Electricity Costs are invoiced to Strata Lots.".

(b) The first paragraph of subsection 3.6(b) (Bicycle Storage Lockers, Bike Racks and Storage Lockers) is deleted and replaced with the following:

"(b) <u>Bicycle Storage Lockers, Bike Racks and Storage Lockers</u>

"It is intended that the Development will include 13 bicycle lockers (individual, a "**Bicycle Storage Locker**" and collectively, the "**Bicycle Storage Lockers**") and 37 storage lockers (individually a "**Storage Locker**" and collectively, the "**Storage Lockers**", and collectively with the Bicycle Storage Lockers, the "**Lockers**") that are expected to be located in the Parking Facility. It is anticipated that the Lockers will be designated as Common Property (as shown on the Preliminary Strata Plan attached as Exhibit "B") subject to terms of an option to lease or lease in favour of an entity related to the Developer. The Developer also intends that the Development will contain approximately 60 bicycle storage spaces (collectively, the "**Bike Racks**") that are expected to be located in four separate bicycle rooms in the Parking Facility. It is anticipated that the Bike Racks will be designated as Common Property (as shown on the Preliminary Strata Plan attached as Exhibit "B") and will be allocated and maintained by the Strata Corporation, in its sole discretion.".

(c) Section 3.8 (Budget) is hereby deleted and replaced with the following:

"**3.8 Budget**

The estimated interim operating budget (the "Interim Budget") of the Strata Corporation for the 12 month period beginning on the first day of the month following the month in which the

first conveyance of a Strata Lot to a purchaser occurs is attached hereto as Exhibit "G". The monthly allocation of the Interim Budget amongst the Strata Lots is set out in the schedule attached as Exhibit "H" and is calculated in proportion to the Unit Entitlement figure (see Exhibit "D") for each Strata Lot relative to the aggregate Unit Entitlement of all Strata Lots. The actual monthly contributions will be adjusted upon the finalization of the Unit Entitlement figures when the Final Strata Plan is filed. The monthly contributions will be further adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation.

The Strata Property Act requires that depreciation reports be obtained by the Strata Corporation from time to time, in accordance with and subject to the provisions of the Strata Property Act and Regulations. It is anticipated that the costs associated with obtaining the required depreciation reports will be added to future budgets of the Strata Corporation, and that these added costs will result in increases to the budget from time to time.

As discussed in subsection 7.4(f), it is intended that the Development may be serviced by a thermal energy system to provide for the domestic hot water heating and space heating of the Strata Lots and the Common Property the associated costs of which will be paid by the Strata Corporation and are currently included within the Interim Budget attached hereto as Exhibit "G". Therefore, the amount an owner of a Strata Lot pays with respect to the consumption of domestic hot water heating and space heating may not correspond to the amount of domestic hot water heating and space heating consumed by such owner.

As of the date of this Disclosure Statement, there has been considerable uncertainty relating to the insurance costs for strata corporations, and premiums have been increasing significantly. This uncertainty presents difficulties in the preparation of the Interim Budget attached at Exhibit "G". As a result, the Interim Budget as set out in Exhibit "G" is based on insurance availability as of the date of this Disclosure Statement and is subject to change due to insurance market conditions.

Effective November 1, 2023, the minimum lump sum amount that developers are required to contribute to a contingency reserve fund has increased from 5% to 10% of the estimated operating expenses set out in the interim budget. In addition, strata corporations will be required to contribute a minimum of 10% of the estimated operating expenses set out in the interim budget to the contingency reserve fund. Accordingly, the Interim Budget attached as Exhibit "E" hereto includes that the contribution to the contingency reserve fund required to be made by the Strata Lot owners is 10% of the total estimated operating expenses of the Strata Corporation.

As further described in Section 3.6, any electricity that is consumed as a result of the use of an EV Stall dis expected to be metered to the Strata Corporation. As a result, the Electricity Costs (as defined in Section 3.6) are then expected to be equally invoiced to those respective owners using the EV Stalls and an amount an owner pays with respect to the consumption of electricity may not correspond to the amount of electricity consumed by such owner.".

(d) Section 3.12 (Rental Disclosure Statement) is hereby deleted and replaced with the following:

"**3.12 Rental Disclosure Statement**

On November 24, 2022, the *Building and Strata Statutes Amendment Act* came into force which, among other things, repealed section 139 of the *Strata Property Act*. As a result, a developer is no longer required to file a rental disclosure statement to explain strata rental rights and a strata corporation must not restrict the rental of a strata lot.".

(e) Section 5.1 (Construction Dates) is deleted and replaced with the following:

"**5.1 Construction Dates**

Commencement of construction of the Development began on March 14, 2022. The estimated date range of completion of construction is between June 1, 2024 and August 31, 2024. The estimated commencement of construction date range is based on the anticipated first date of commencement of excavation in respect of construction of an improvement that will become part of a Strata Lot within the Development. The estimated completion of construction date range is based on the first estimated date that a Strata Lot within the Development may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.

The foregoing date ranges are estimates only, made as of the date of this Disclosure Statement. Commencement and completion of construction of the Development may be earlier or later than the date ranges set out above due to construction factors and/or market conditions. Construction schedules are subject to constant change. For information regarding the closing dates for purchases of Strata Lots, see Section 7.2 and Exhibit "K".".

(f) The following subsection 7.2(a.1) is added after subsection 7.2(a) as follows:

"(a.1) On January 1, 2023, the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* comes into force, in accordance with which it is prohibited for a "non-Canadian," as defined in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* to purchase, directly or indirectly, any residential property. Accordingly, the Purchase Agreement requires the Purchaser to certify to the Vendor that the Purchaser is not a "non-Canadian" or that it otherwise meets the requirements or exemptions set out in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act."*.

(g) Subsection 7.2(f)(v) is added to the Disclosure Statement as follows:

"(v) If at any time prior to the Completion Date established under the Purchase Agreement, the Purchaser does not meet or no longer meets the requirements set out in section 1.05 of the Purchase Agreement with respect to the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of the Purchase Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate the Purchase Agreement upon providing written notice of same to the Purchaser.".

(h) Section 7.2(i) is deleted and replaced with the following:

"(i) Pursuant to the terms of the Purchase Agreement, the follow provisions relate to the assignment of the Purchase Agreement.

Defined Terms. In this subsection, "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in the first subparagraph (a).

Statements Required by Law.

(a) Without the developer's prior consent, any assignment of the purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of the purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of the purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities under the purchase agreement.

Developer's Consent. The developer's prior consent referred to above will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of the purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) months prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of this Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of the purchase agreement has been paid;

(c) if an assignment is requested after January 1, 2023, any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement.

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of the purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of the purchase agreement enter into any additional assignment agreement in connection with the assignment of the purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of the purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of the purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare¸ *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in the purchase agreement or the Strata Lot if the proposed assignment of the purchase agreement occurs;

(f) the developer has received the information and records set out above and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below).

If the developer's consent is not obtained in accordance with the above, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named in the purchase agreement on the Completion Date.

Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to

2% of both: (i) the Purchase Price; and (ii) any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent or grandchild.

Collection, Retention and Release of Information

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of the purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of the purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of the purchase agreement and the parties thereto including, without limitation, the requirements outlined above and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser in the purchase agreement authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

Advertising.

The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of the purchase agreement) without the prior, express written consent of the developer, which consent may be arbitrarily withheld by the developer in the developer's sole discretion."

(i) Section 7.2(j) is deleted and replaced with the following:

"(j) The Purchase Agreement provides that the deposit monies will be held in a non-interest bearing trust account with a Canadian chartered bank, trust company or credit union.".

(j) Exhibit "A" (Preliminary Airspace Plan) is deleted and replaced with Exhibit "A" attached to this Fourth Amendment.

(k) Exhibit “B” (Preliminary Strata Plan) is deleted and replaced with Exhibit “B” attached to this Fourth Amendment.

(l) Exhibit “D” (Proposed Schedule of Unit Entitlement) is deleted and replaced with Exhibit “D” attached to this Fourth Amendment.

(m) Exhibit “G” (Interim Budget) is deleted and replaced with Exhibit “G” attached to this Fourth Amendment.

(n) Exhibit “H” (Estimated Monthly Assessment) is deleted and replaced with Exhibit “H” attached to this Fourth Amendment.

(o) Exhibit “I” (Rental Disclosure Statement) is deleted and replaced with “Intentionally Deleted”.

(p) Exhibit “J” (Summary of Encumbrances) is deleted and replaced with Exhibit “J” attached to this Fourth Amendment.

(q) Exhibit “K” (Offer to Purchase and Contract of Purchase and Sale) is deleted and replaced with Exhibit “K” attached to this Fourth Amendment.

(r) Exhibit “L” (Table of Concordance”) is deleted and replaced with Exhibit “L” attached to this Fourth Amendment.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* (the "Act") provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 27th day February, 2024.

Signed:

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

The Directors of 1076255 B.C. LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

The Directors of LIGHTSTONE DEVELOPMENT LTD., in their personal capacity:

_____
Director – Ying Zheng Yu

_____
Director – Xiao Song Zheng

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement for property within the City of Vancouver known as "Chloe" and presently legally described as:

Parcel Identifier: 031-145-884
Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

I, Bhagwant Dhaliwal, Solicitor, a member of the Law Society of British Columbia, having read over the above described Fourth Amendment to Disclosure Statement dated February 27, 2024, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in amended Exhibit "J" to the Disclosure Statement are correct.

DATED at Vancouver in the Province of British Columbia, this 27th day of February, 2024.

Bhagwant Dhaliwal

EXHIBIT “A”
PRELIMINARY AIRSPACE PLAN

[see attached]

COLOR CODED SKETCH PLAN TO SHOW PROPOSED AIRSPACE SUBDIVISION OF LOT 1 BLOCK 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP91453

SCHEDULE _____

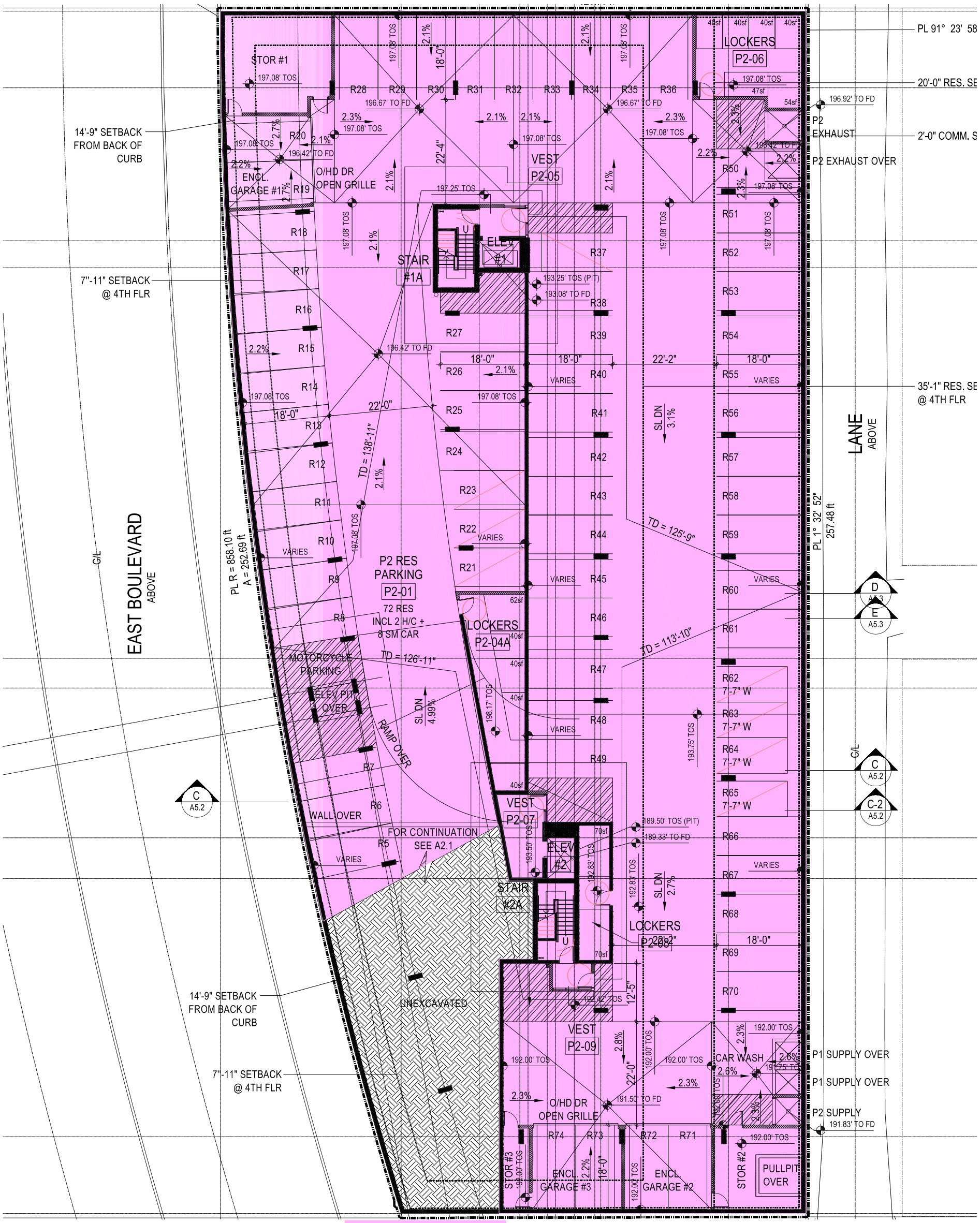
SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

UNDERGROUND PARKING (P2)



H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_COLORED PLAN P2.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808
DATE: 2024–02–09

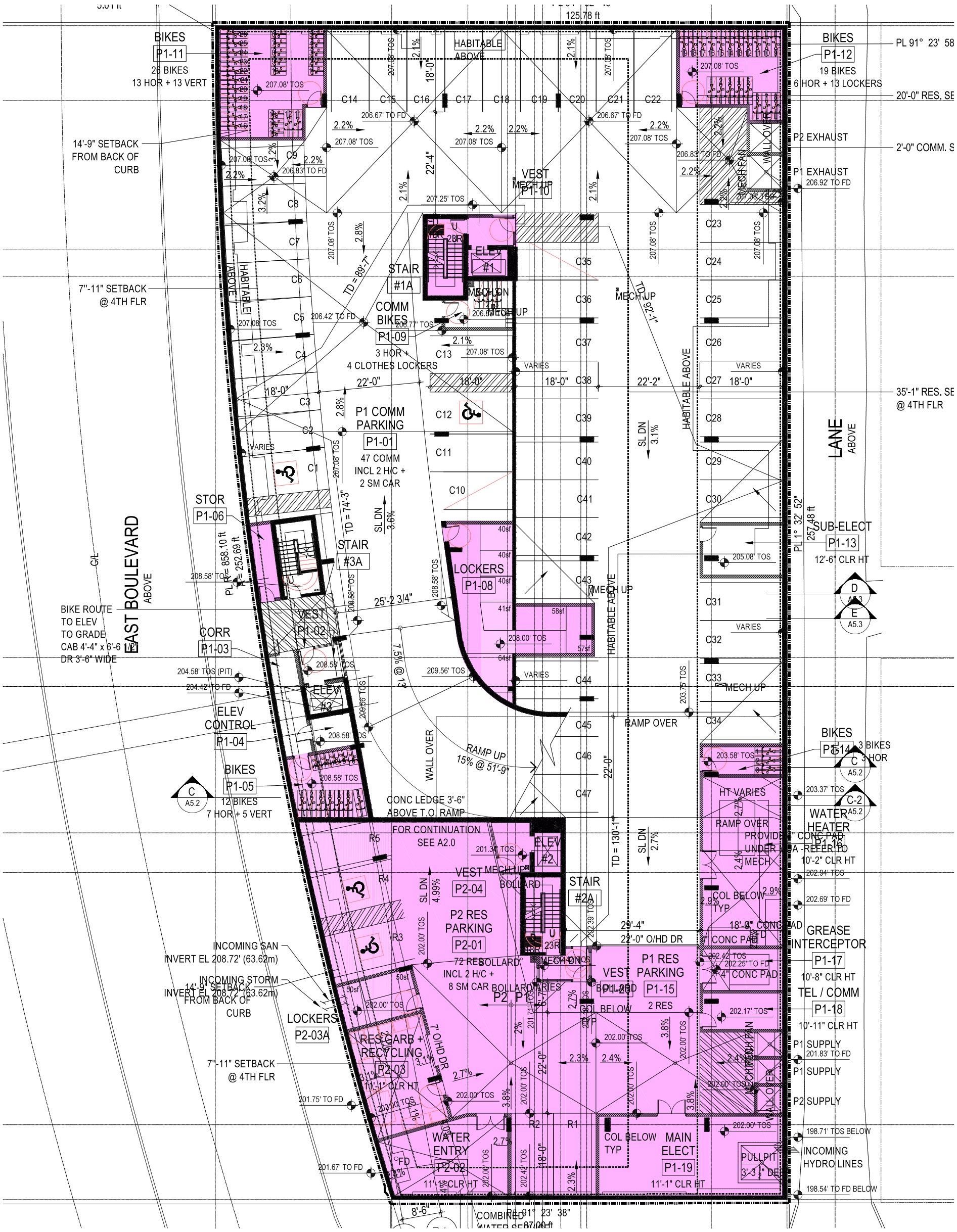
UNDERGROUND PARKING (P1)

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



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200, 9128 – 152nd STREET
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File: 215615_COLORED PLAN P1.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808
DATE: 2024–02–09

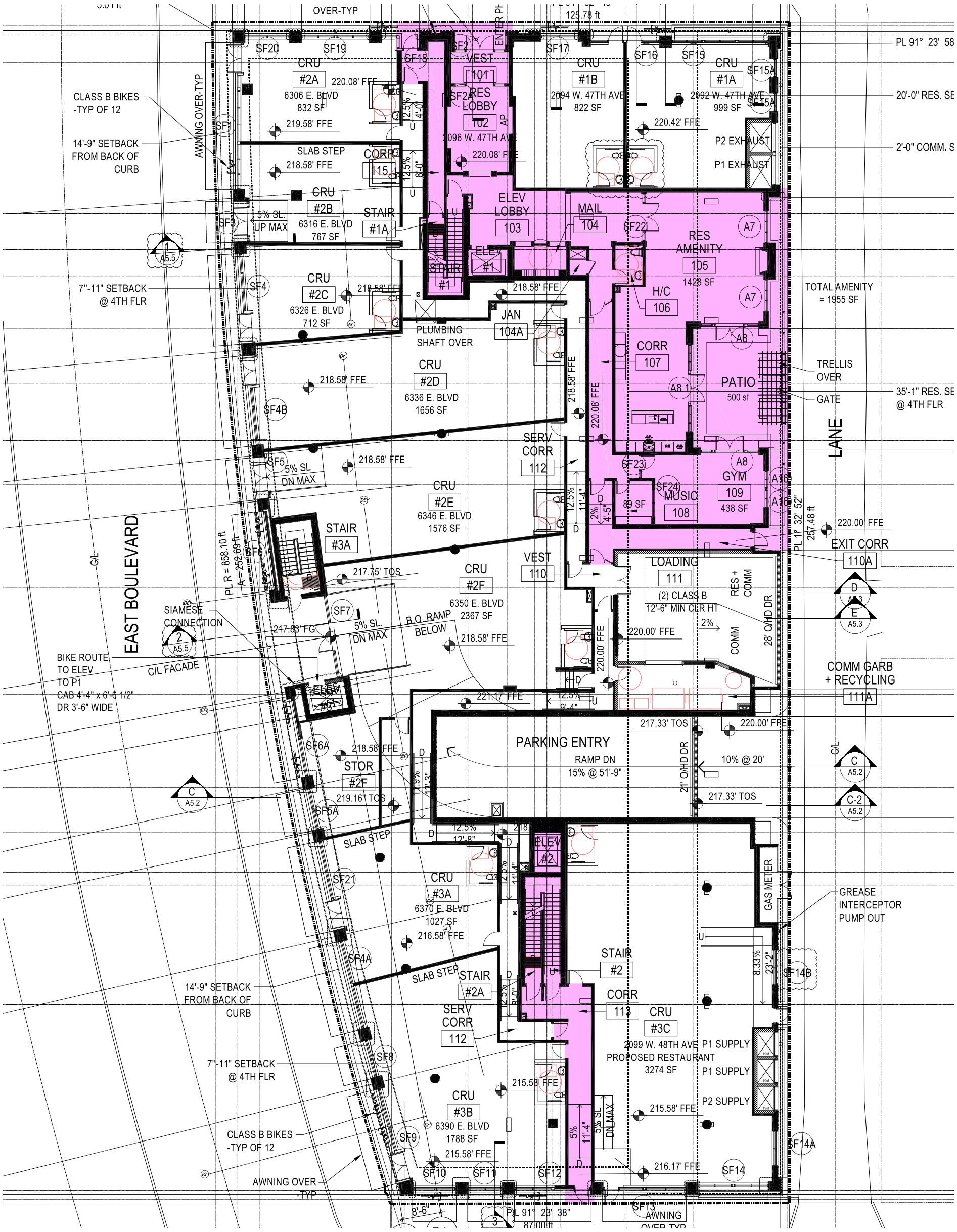
GROUND FLOOR

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



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V3R 4E7
(ph) 583–1616
File: 215615_COLORED PLAN 1.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808
DATE: 2024–02–09

2nd FLOOR

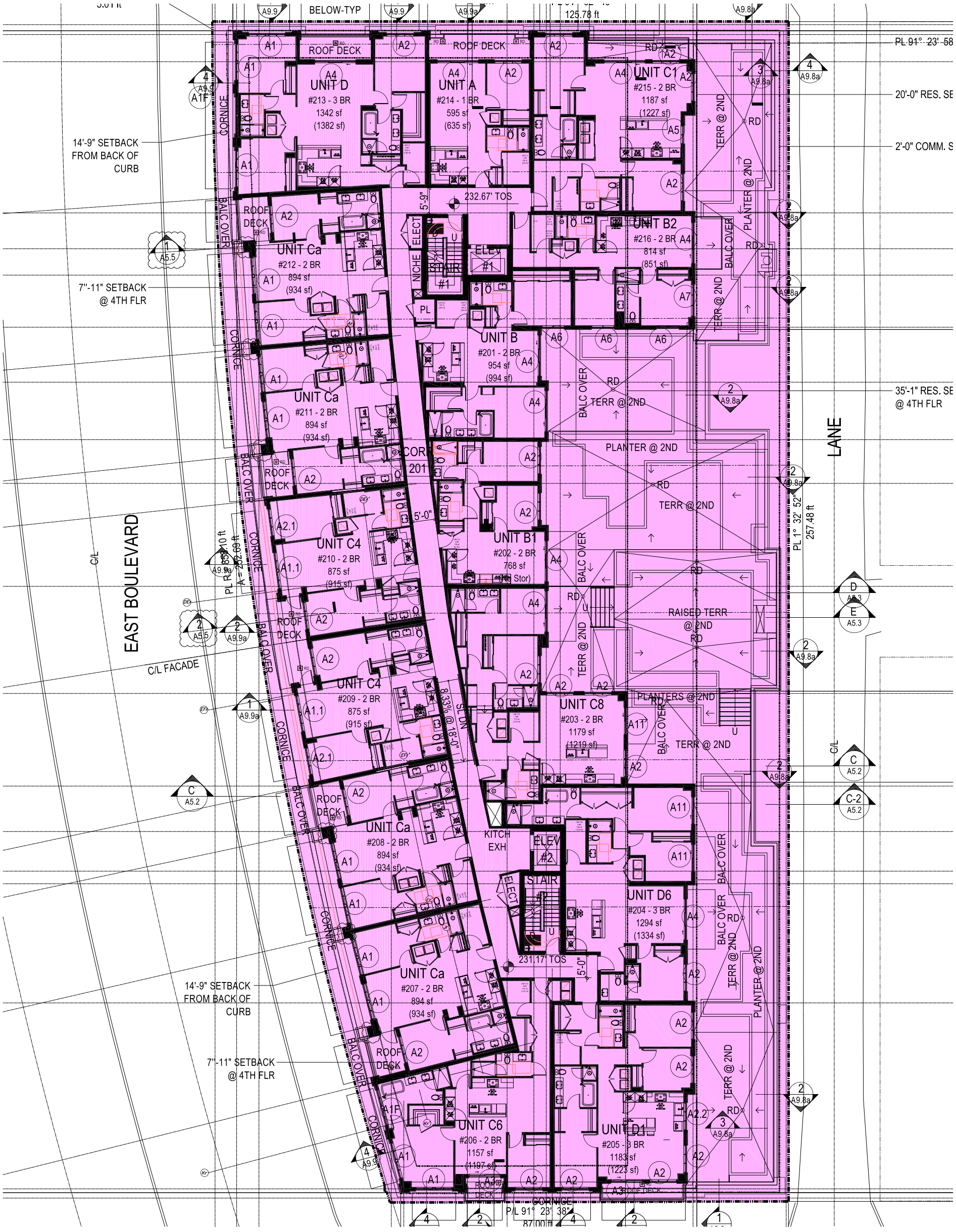
SHEET 4 OF 7 SHEETS

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_COLORED PLAN 2.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808

DATE: 2024–02–09

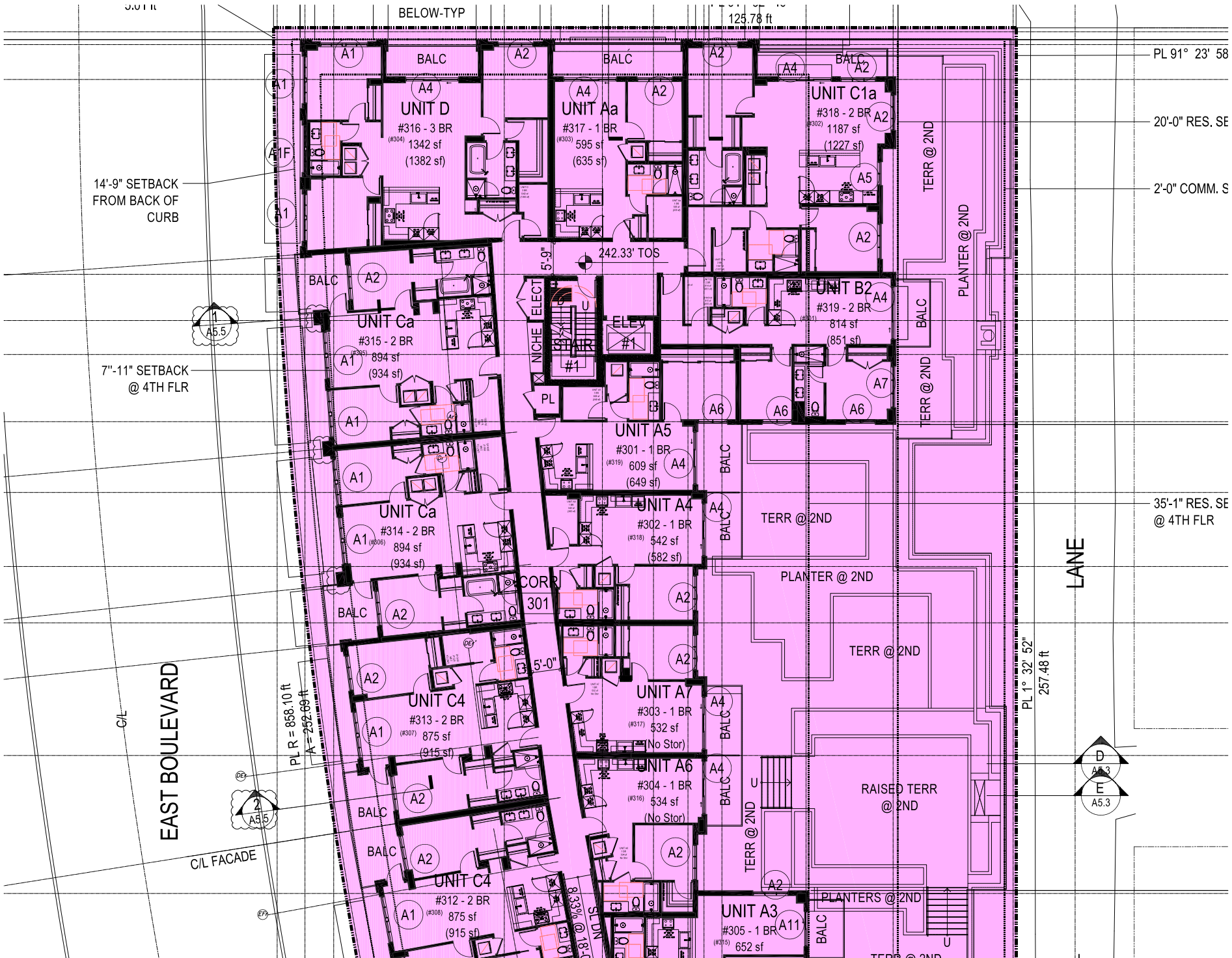
3rd FLOOR

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



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LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_COLORED PLAN 3.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808
DATE: 2024–02–09

4th FLOOR

SHEET 6 OF 7 SHEETS

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_COLORED PLAN 4.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808

DATE: 2024–02–09

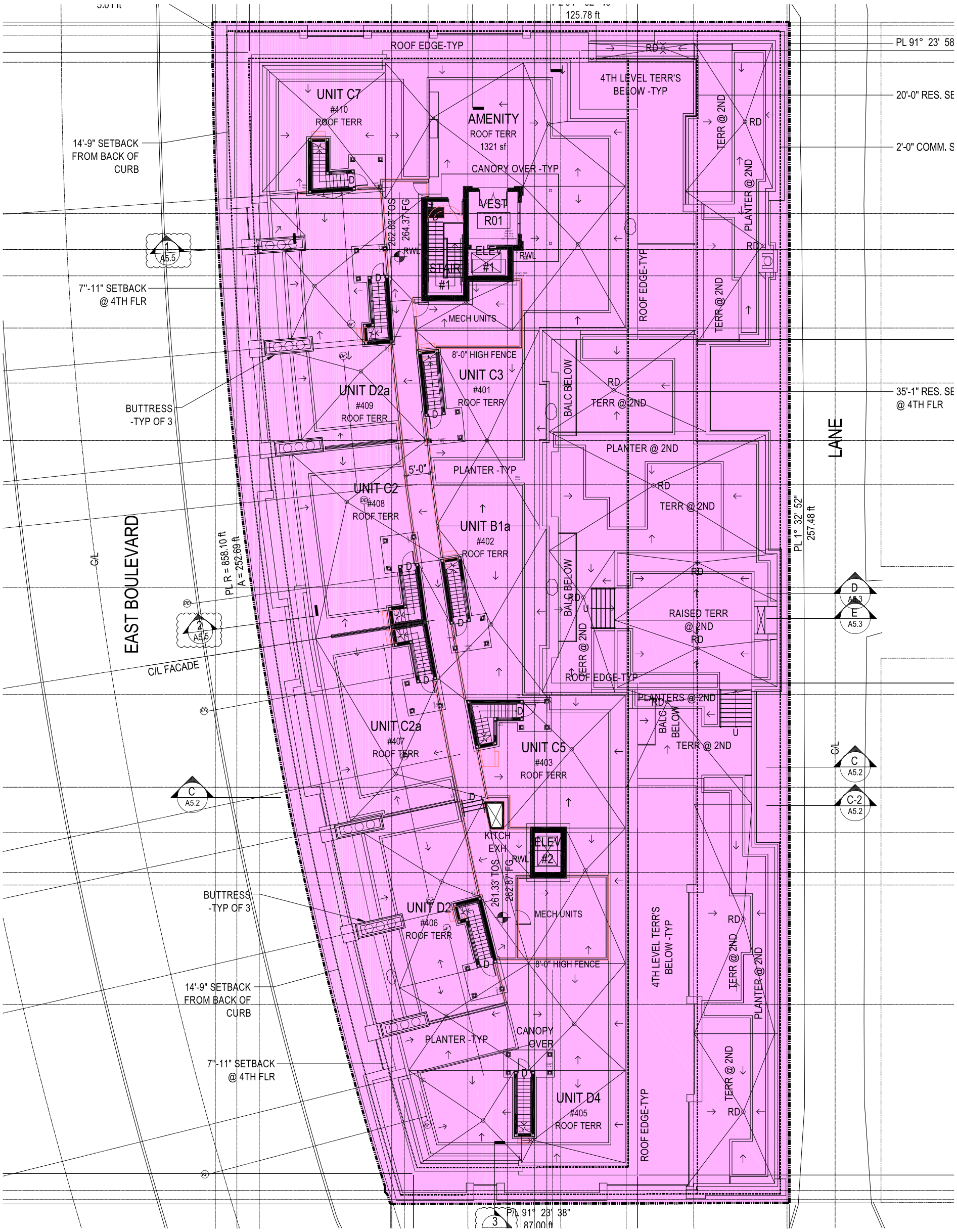
ROOF

SCALE 1:250

0 5 10 15

ALL DISTANCES ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



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LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_COLORED PLAN 5.DWG

ASP A

RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL A.
COMMERCIAL UNITS, PARKING AND ACCESS ARE IN REMAINDER OF LOT 1.

GU GORDON YU, BCLS #808
DATE: 2024–02–09

EXHIBIT "B"
PRELIMINARY STRATA PLAN

[see attached]

PRELIMINARY STRATA PLAN OF ASP A
BLOCK 2 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT ASPL EPP_____

STRATA PLAN EPS0000

BCGS 92G.025

SCALE 1:500

0 10 20 30

PRELIMINARY

ALL DIMENSIONS ARE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO. 31, VANCOUVER, BC, NAD83 (CSRS) 4.0.0.BC.1.MVRD.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS V–1284 AND V–3974 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM THE MASCOT PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

THIS PLAN SHOWS HORIZONTAL GROUND–LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND–LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9995941 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS V–1284 AND V–3974

CIVIC ADDRESS:
2096 WEST 47th AVENUE
VANCOUVER, BC

V–1284
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452933.700
UTM EASTING: 488650.720
POINT COMBINED FACTOR: 0.9995943
ABSOLUTE ACCURACY: 0.01m

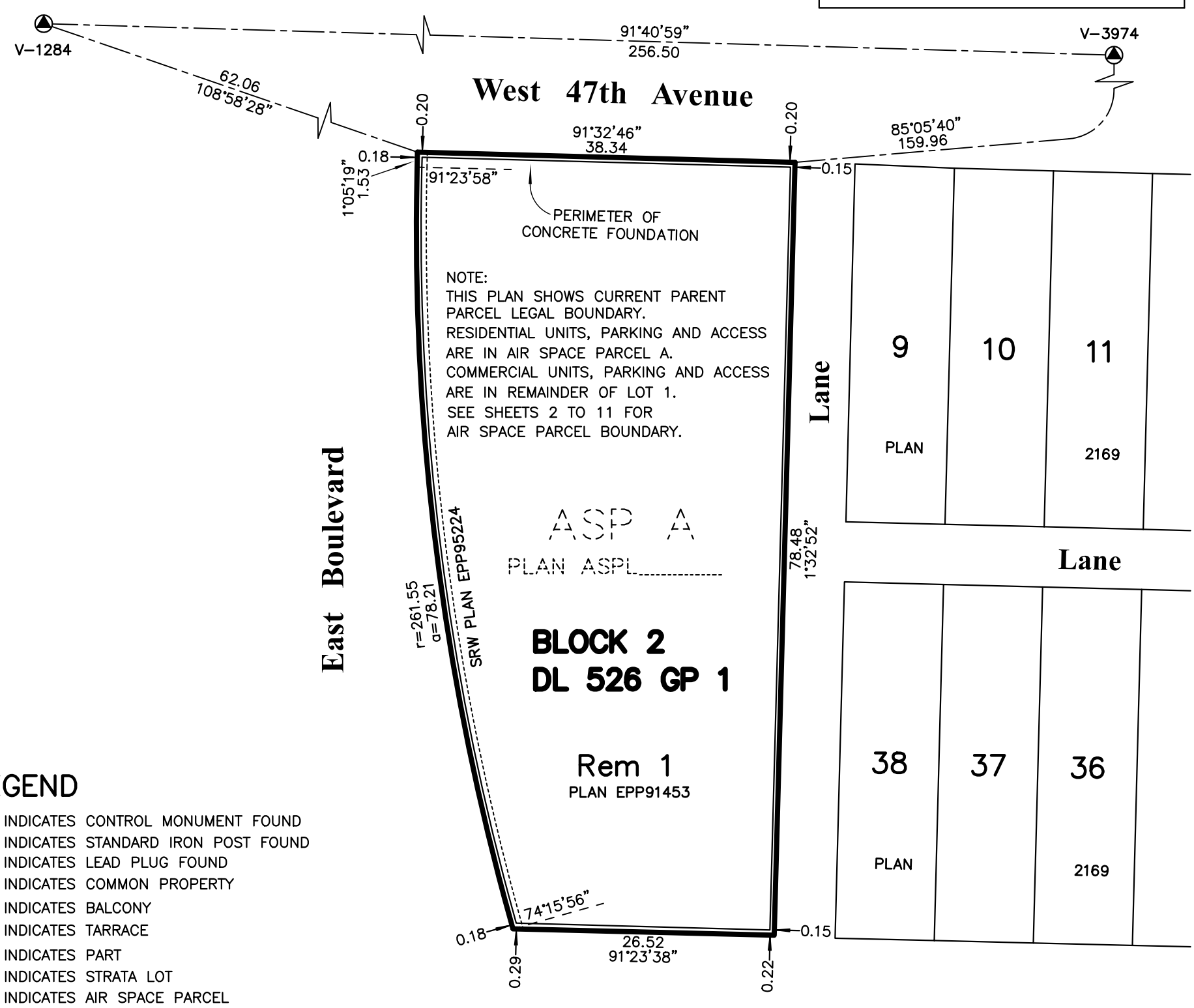
V–3974
UTM ZONE 10 COORDINATES
DATUM: NAD83(CSRS) 4.0.0. BC.1.MVRD
UTM NORTHING: 5452926.170
UTM EASTING: 488907.005
POINT COMBINED FACTOR: 0.9995939
ABSOLUTE ACCURACY: 0.01m

REVISION 1: 2021–03–29 (EMAIL: MARCH 24)
P1 TWO LOCKER ROOMS ADDED
P1 AIR SPACE BOUNDARY REVISION
LCP BALCONY/TERRACE AREA ADDED

REVISION 2: 2022–01–20 (ARCH 2021–12–23)
ARCH ISSUED 7 FOR BP STAGE 2 (8 DEC, 2021)

REVISION 3: 2022–03–07 (ARCH 2022–03–04)
ARCH ISSUED 9 FOR RE–IFT (25 FEB, 2022)

REVISION 4: 2022–12–08 (ARCH 2022–12–02)
ARCH ISSUED 15 FOR DPMA (5 OCT, 2022)



LEGEND

▲	INDICATES CONTROL MONUMENT FOUND
●	INDICATES STANDARD IRON POST FOUND
■	INDICATES LEAD PLUG FOUND
©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
T	INDICATES TARRACE
PT	INDICATES PART
SL	INDICATES STRATA LOT
ASP	INDICATES AIR SPACE PARCEL
ASPL	INDICATES AIR SPACE PLAN
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)

STRATA LOT MEASUREMENTS ARE 90° OR 45° UNLESS NOTED OTHERWISE.

H.Y. AND ASSOCIATES
LAND SURVEYING LTD.
200, 9128 – 152 STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616

File: 215615_PG1.DWG

BALCONY AND TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

BALCONY AND TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT – CITY OF VANCOUVER

THE BUILDING INCLUDED IN THIS STRATA PLAN HAS NOT BEEN PREVIOUSLY OCCUPIED.

THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE th DAY OF , 2022
GU GORDON YU, BCLS #808

UNDERGROUND PARKING (P2)

SCALE 1:250

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

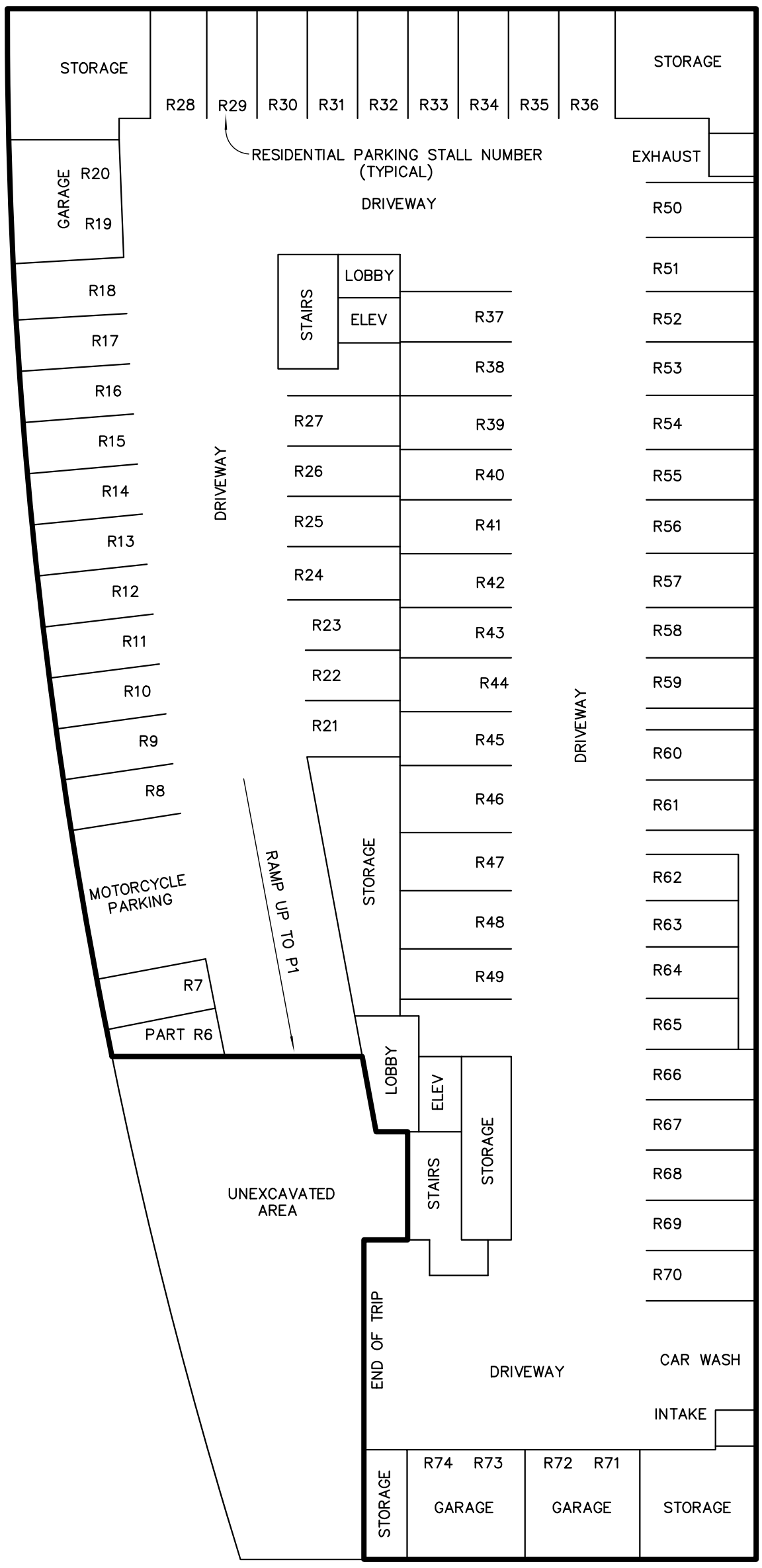
ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

N

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P2.DWG

GU GORDON YU, BCLS #808
DATE:

UNDERGROUND PARKING (P1)

SCALE 1:250

0 5 10 15

All distances are in metres.

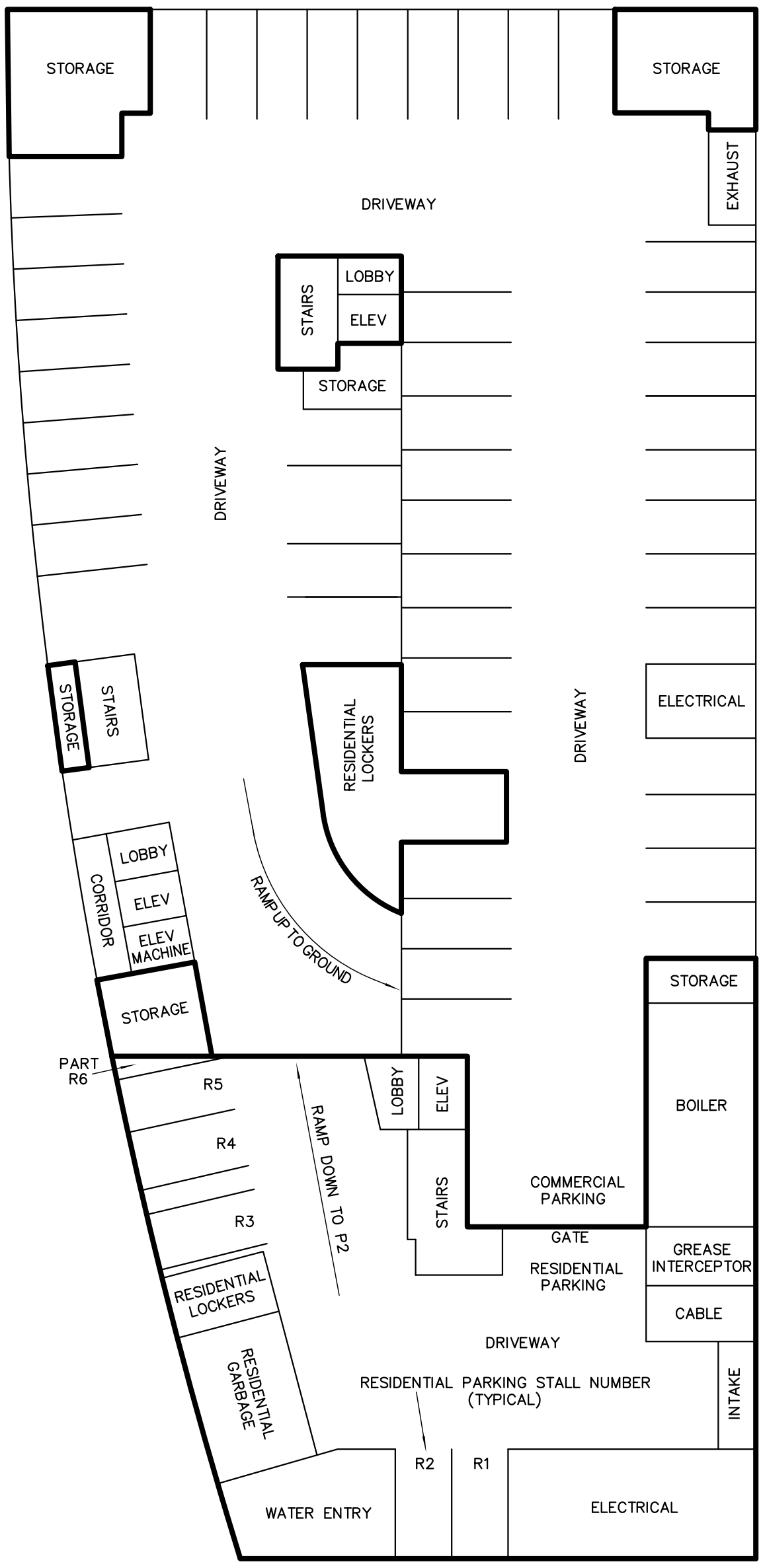
THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



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SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_P1.DWG

GU GORDON YU, BCLS #808
DATE:

GROUND FLOOR

SCALE 1:250

0 5 10 15

All distances are in metres.

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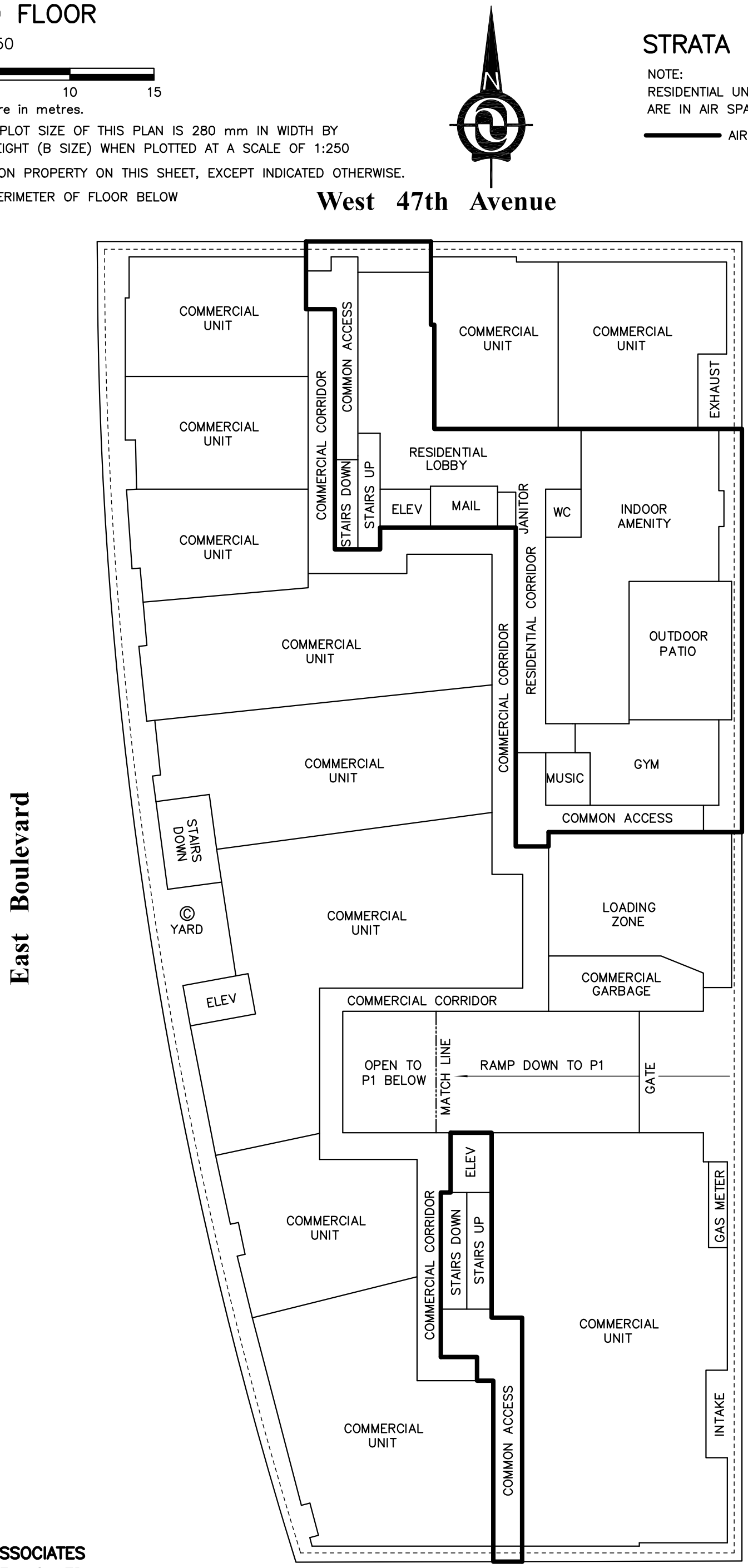
ALL ARE COMMON PROPERTY ON THIS SHEET, EXCEPT INDICATED OTHERWISE.

---------- PERIMETER OF FLOOR BELOW

STRATA PLAN EPS0000

NOTE:
RESIDENTIAL UNITS, PARKING AND ACCESS ARE IN AIR SPACE PARCEL

AIR SPACE PARCEL BOUNDARY



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V3R 4E7
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File: 215615_1.DWG

GU GORDON YU, BCLS #808
DATE:

2nd FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

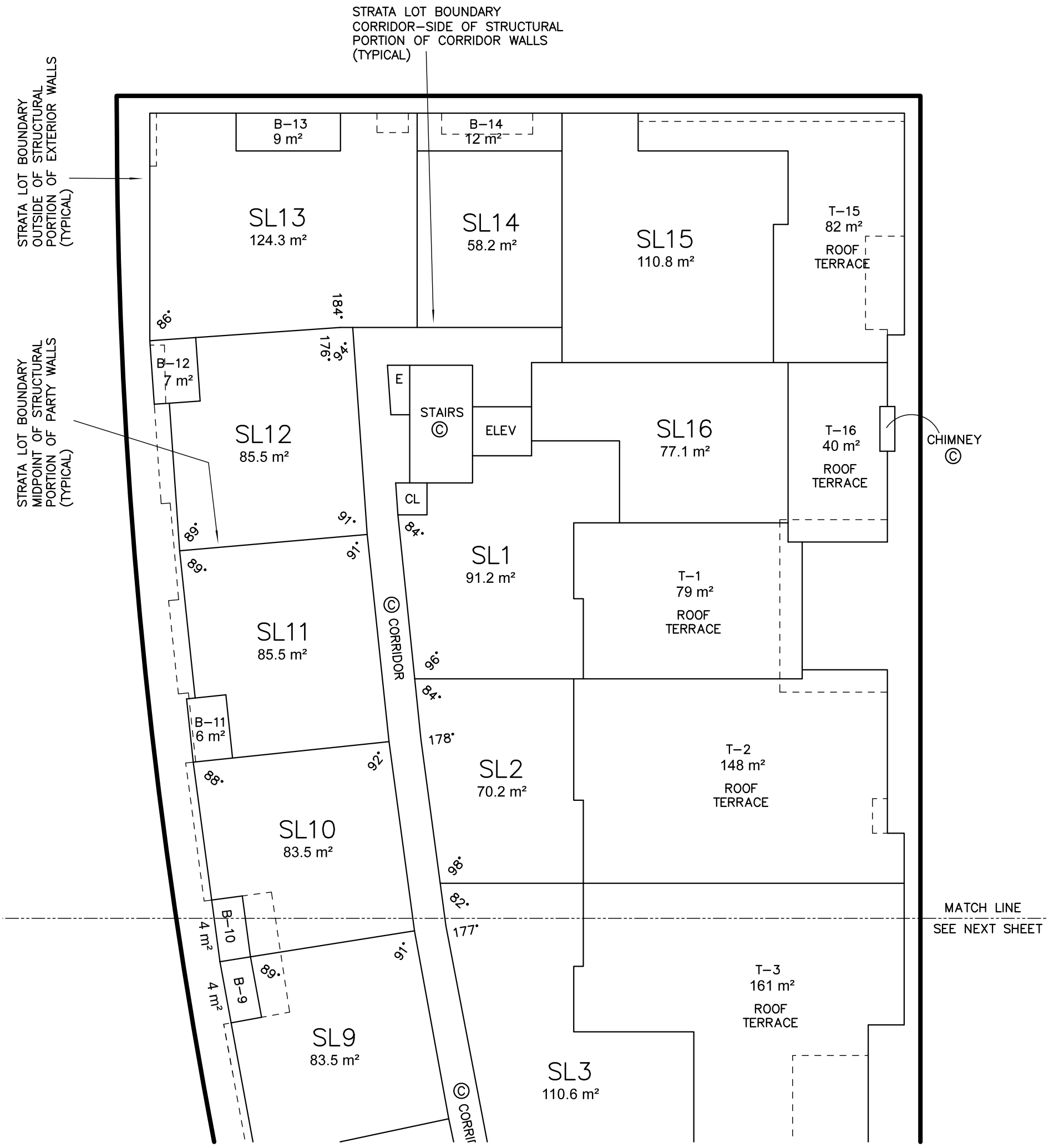
STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (SHEATHING, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)
–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST (COMMERCIAL)
CL	INDICATES CLOSET
ELEV	INDICATES ELEVATOR (COMMON PROPERTY)
———	AIR SPACE PARCEL BOUNDARY



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_2N.DWG

BALCONY AND TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

BALCONY AND ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

GU GORDON YU, BCLS #808
DATE:

2nd FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:200

---------- PERIMETER OF FLOOR BELOW

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–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (SHEATHING, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)
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STRATA PLAN EPS0000

LEGEND

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B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST (COMMERCIAL)
CL	INDICATES CLOSET
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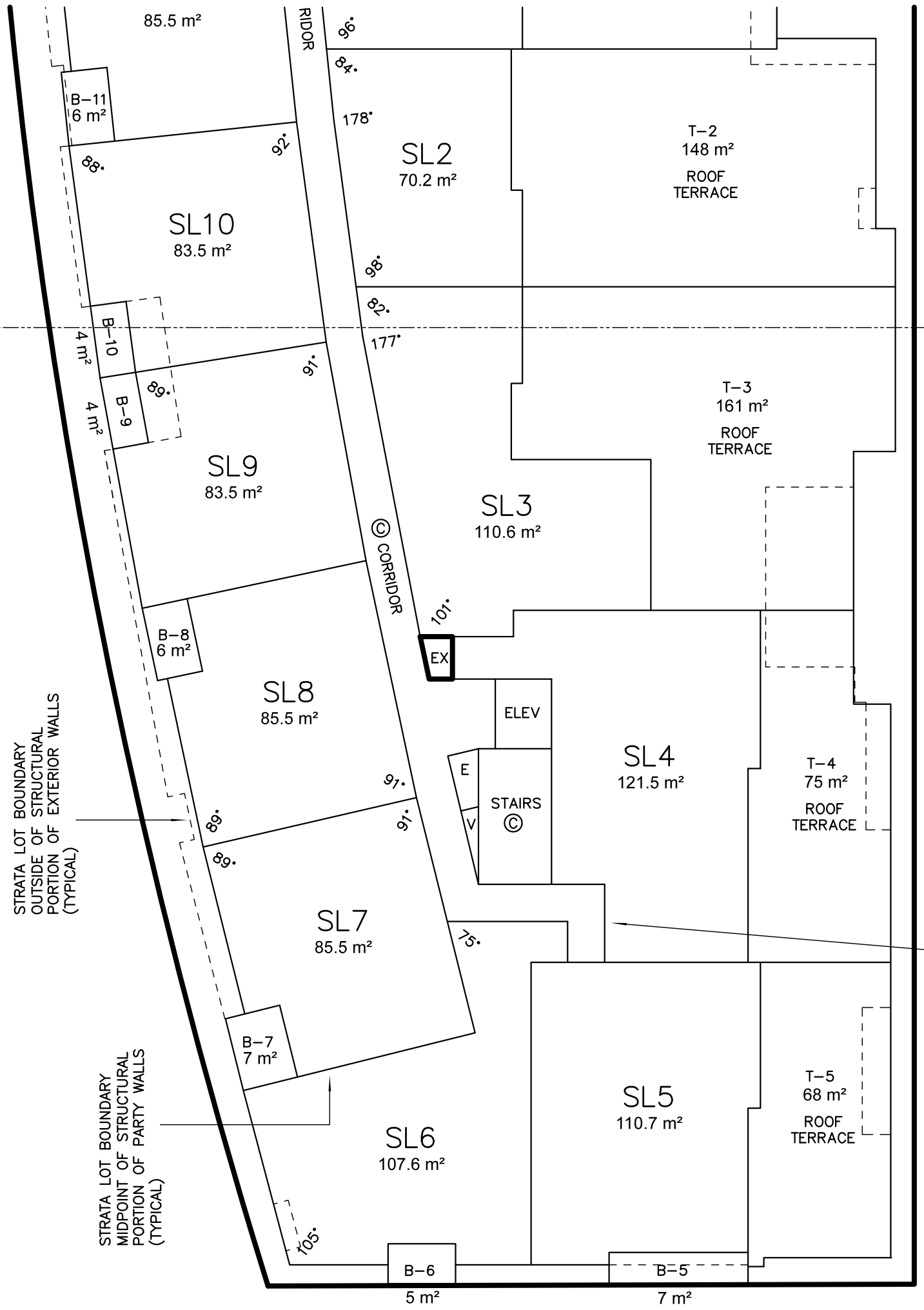

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GU GORDON YU, BCLS #808
DATE:

3rd FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

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STRATA PLAN EPS0000

STRATA LOT BOUNDARIES DEFINED AS:

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- –OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (SHEATHING, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)
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LEGEND

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E	INDICATES ELECTRICAL CLOSET
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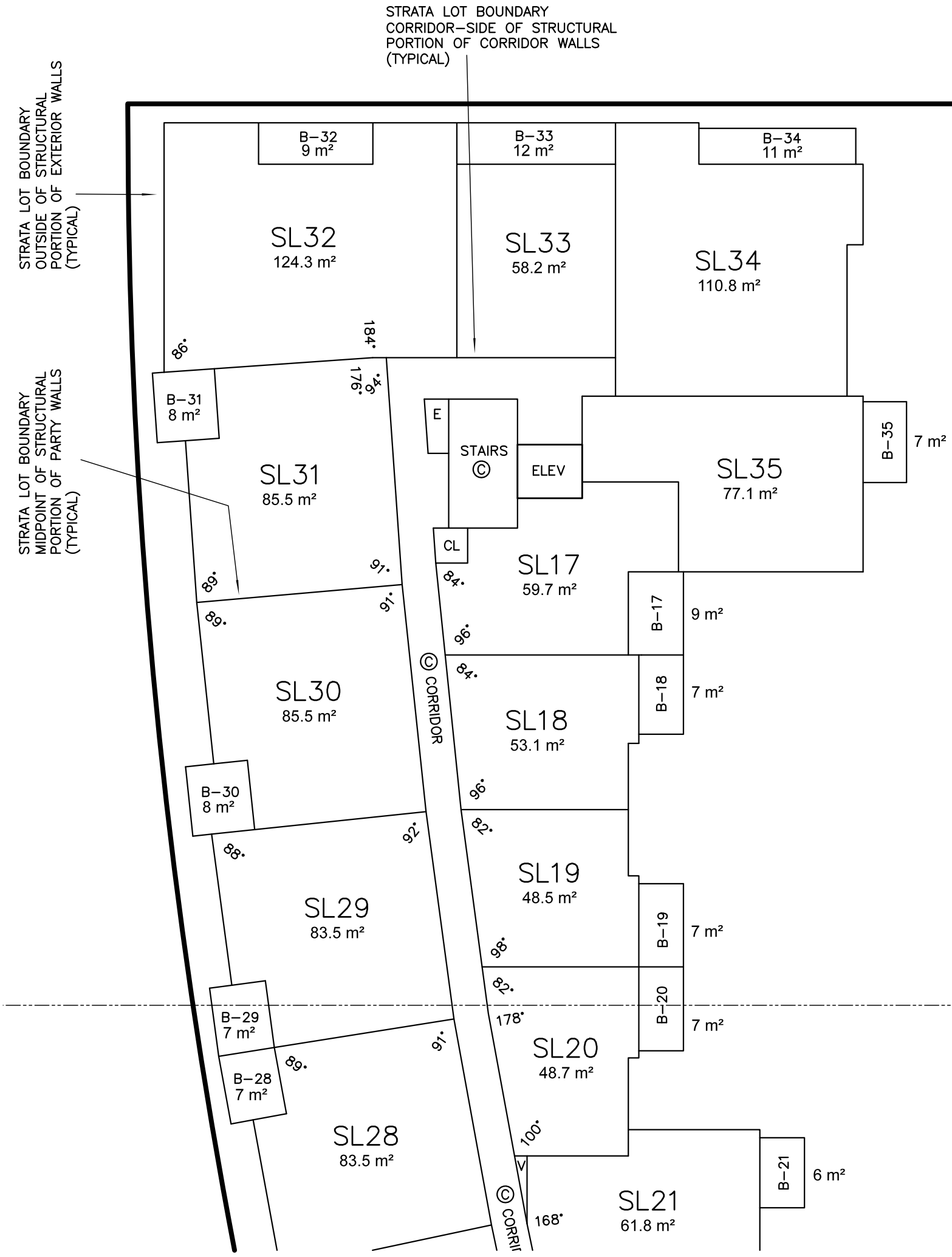
AIR SPACE PARCEL BOUNDARY



H.Y. AND ASSOCIATES LAND SURVEYING LTD.
200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_3N.DWG

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BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1)

GU GORDON YU, BCLS #808
DATE:

3rd FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

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STRATA PLAN EPS0000

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- OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (SHEATHING, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)
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LEGEND

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V	INDICATES VOID (COMMON PROPERTY)
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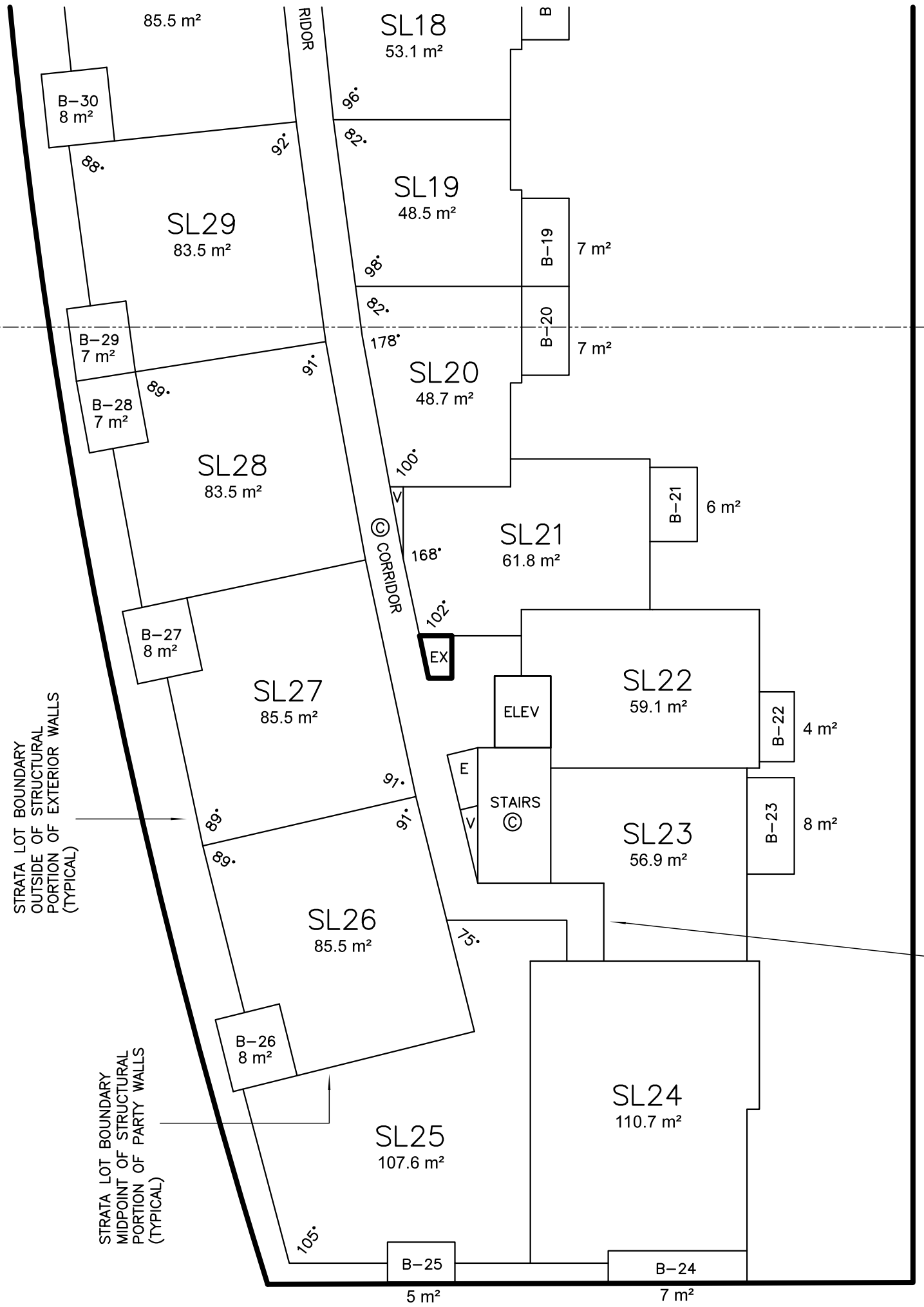

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V3R 4E7
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File: 215615_3S.DWG

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BALCONY AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B-1)

GU GORDON YU, BCLS #808
DATE:

4th FLOOR (NORTH PART)

SCALE 1:200

0 5 10 15

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---------- PERIMETER OF FLOOR BELOW

STRATA LOT BOUNDARIES DEFINED AS:

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–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS (SHEATHING, SIDING, AND DECORATIVE FEATURES ARE EXCLUDED)
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STRATA PLAN EPS0000

LEGEND

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B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST (COMMERCIAL)
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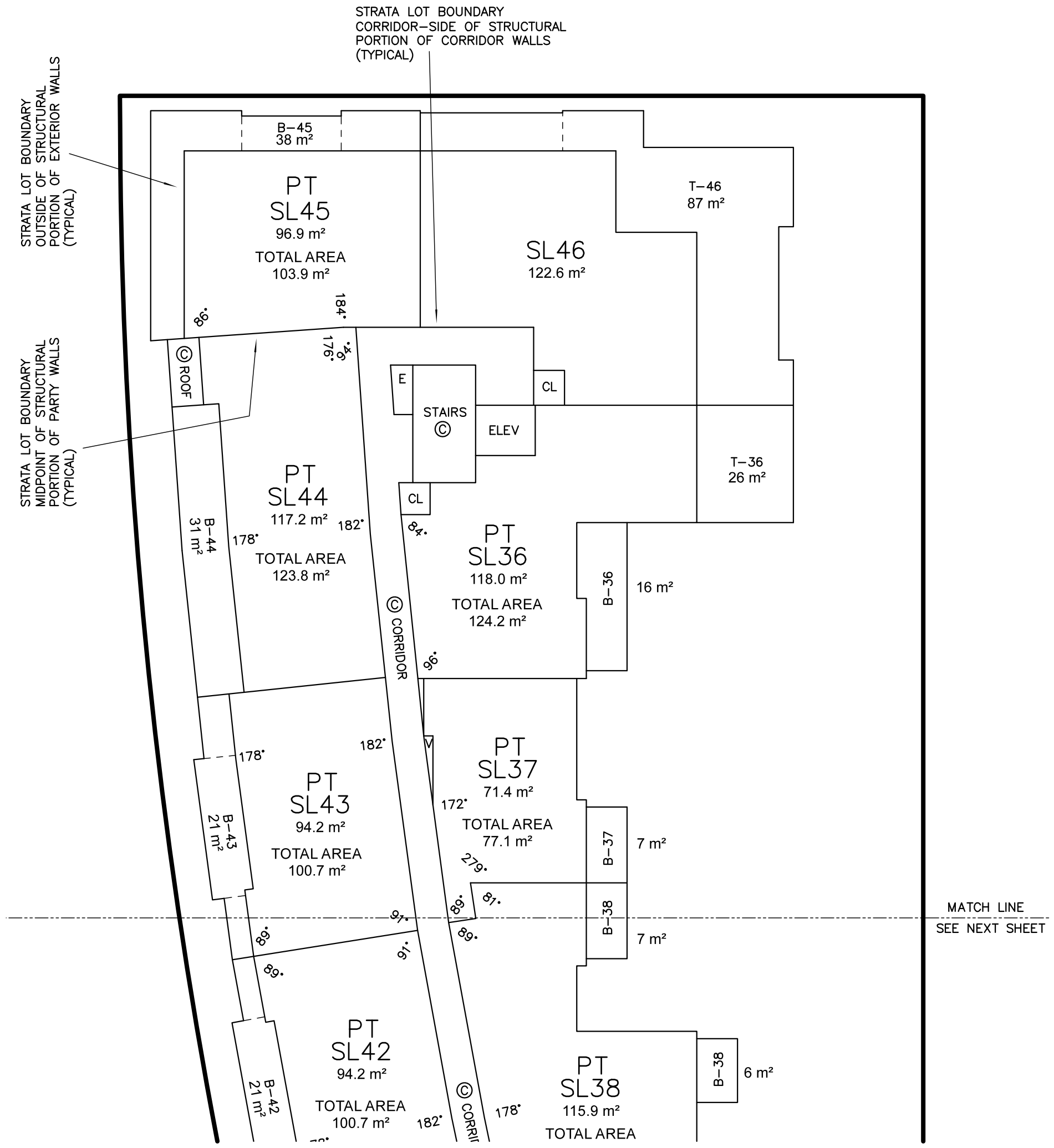

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200, 9128 – 152nd STREET
SURREY, B.C.
V3R 4E7
(ph) 583–1616
File: 215615_4N.DWG

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BALCONY AND ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

GU GORDON YU, BCLS #808
DATE:

4th FLOOR (SOUTH PART)

SCALE 1:200

0 5 10 15

All distances are in metres.

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---------- PERIMETER OF FLOOR BELOW

STRATA LOT BOUNDARIES DEFINED AS:

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–CORRIDOR–SIDE OF STRUCTURAL PORTION OF CORRIDOR WALLS

N

STRATA PLAN EPS0000

LEGEND

©	INDICATES COMMON PROPERTY
B	INDICATES BALCONY
E	INDICATES ELECTRICAL CLOSET
V	INDICATES VOID (COMMON PROPERTY)
EX	INDICATES EXHAUST (COMMERCIAL)
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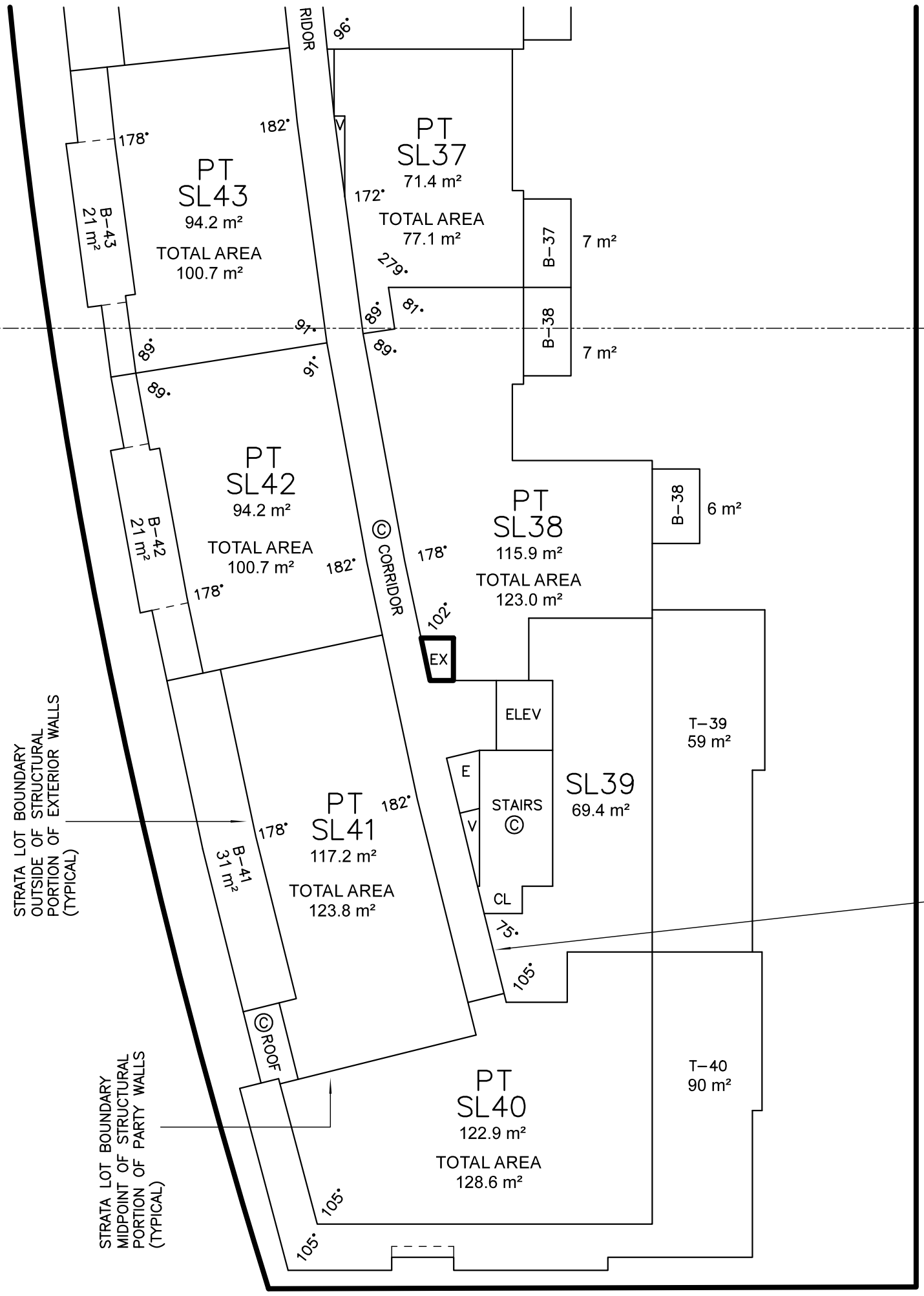

H.Y. AND ASSOCIATES LAND SURVEYING LTD.
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BALCONY AND ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: B–1, T–1)

GU GORDON YU, BCLS #808
DATE:

ROOF

SCALE 1:250

0 5 10 15

All distances are in metres.

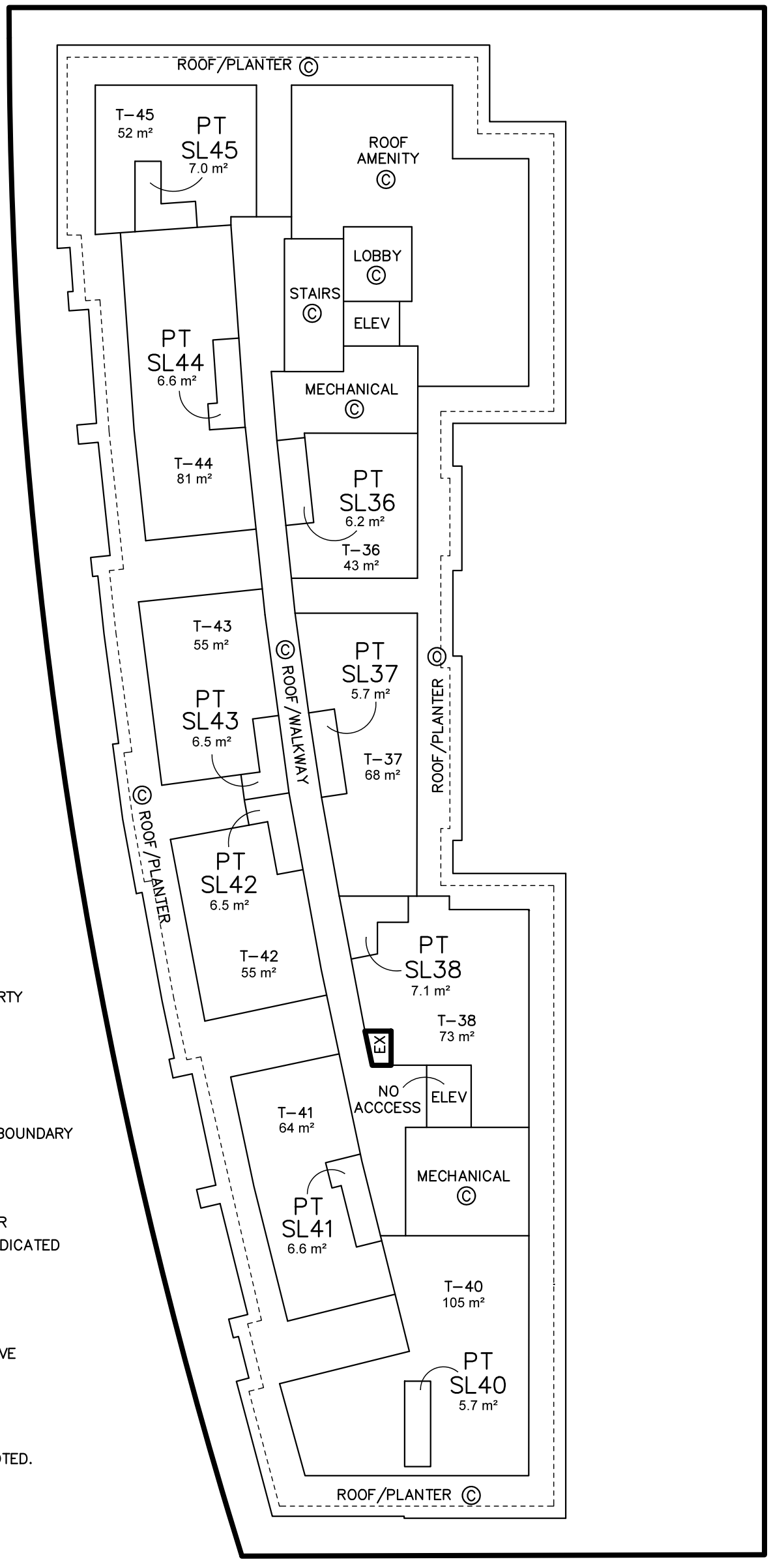
THE INTENDED PLOT SIZE OF THIS PLAN IS 280 mm IN WIDTH BY 432 mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

---------- PERIMETER OF FLOOR BELOW

STRATA LOT BOUNDARIES DEFINED AS:

–MIDPOINT OF STRUCTURAL PORTION OF PARTY WALLS
–OUTSIDE OF STRUCTURAL PORTION OF EXTERIOR WALLS

STRATA PLAN EPS0000



LEGEND

© INDICATES COMMON PROPERTY
T INDICATES ROOF TERRACE
EX INDICATES EXHAUST (COMMERCIAL)
ELEV INDICATES ELEVATOR (COMMON PROPERTY)
AIR SPACE PARCEL BOUNDARY

ROOF TERRACE AREAS ARE LIMITED COMMON PROPERTIES FOR THE USE OF THE STRATA LOT INDICATED (eg: T–1)

ROOF TERRACE AREAS ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE OR ITS EXTENSIONS, OR WHERE THERE IS NO FLOOR ABOVE, BY THE AVERAGE HEIGHT OF SAME FLOOR WITHIN THE SAME BUILDING, UNLESS OTHERWISE NOTED.

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V3R 4E7
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File: 215615_ROOF.DWG

GU GORDON YU, BCLS #808
DATE:

EXHIBIT "D"
PROPOSED SCHEDULE OF UNIT ENTITLEMENT

[see attached]

Strata Property Act
Form V
Schedule of Unit Entitlement
(Sections 245 (a), 246, 264)

Re: Strata Plan EPS_____ being strata plan of

___-___-___ (Parent Parcel PID: 031-145-884)

Air Space Parcel A Block 2 District Lot 526 Group 1 New Westminster District
Air Space Plan EPP_____

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following, [*check appropriate box*] as set out in the following table:

☑ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246 (3) (a) (i) of the *Strata Property Act.*

Certificate of British Columbia Land Surveyor

I, Gu Gordon Yu, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

……
Signature

OR

☐ (b) a whole number that is the same for all of the residential strata lots as set out in section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (3) (a) (iii) of the *Strata Property Act*.

……
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m²	Unit Entitlement	%* of Total Unit Entitlement**
1	5	91.2	91	2.175
2	5	70.2	70	1.673
3	6	110.6	111	2.653
4	6	121.5	122	2.916
5	6	110.7	111	2.653
6	6	107.6	108	2.581
7	6	85.5	86	2.055
8	6	85.5	86	2.055
9	6	83.5	84	2.008
10	5	83.5	84	2.008
11	5	85.5	86	2.055
12	5	85.5	86	2.055
13	5	124.3	124	2.964
14	5	58.2	58	1.386
15	5	110.8	111	2.653
16	5	77.1	77	1.840
17	7	59.7	60	1.434
18	7	53.1	53	1.267
19	7	48.5	49	1.171
20	8	48.7	49	1.171
21	8	61.8	62	1.482
22	8	59.1	59	1.410
23	8	56.9	57	1.362
24	8	110.7	111	2.653
25	8	107.6	108	2.581
26	8	85.5	86	2.055
27	8	85.5	86	2.055
28	8	83.5	84	2.008
29	7	83.5	84	2.008
30	7	85.5	86	2.055
31	7	85.5	86	2.055
32	7	124.3	124	2.964
33	7	58.2	58	1.386
34	7	110.8	111	2.653
35	7	77.1	77	1.840
36	9,11	124.2	124	2.964
37	9,11	77.1	77	1.840
38	10,11	123.0	123	2.940
39	10	69.4	69	1.649
40	10,11	128.6	129	3.083
41	10,11	123.8	124	2.964

42	10,11	100.7	101	2.414
43	9,11	100.7	101	2.414
44	9,11	123.8	124	2.964
45	9,11	103.9	104	2.486
46	9	122.6	123	2.940
Total number of lots: **46**			Total unit entitlement: **4184**	

* expression of percentage is for information purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: …….. *[month day, year]*

……
Signature of Owner Developer

EXHIBIT "G"
INTERIM BUDGET

[see attached]

CHLOE
INTERIM OPERATING BUDGET

		JOINT AMOUNT TO BE ALLOCATED	RESIDENTIAL STRATA	COMMERCIAL ASP	TOTAL
	INCOME				
	STRATA FEES	-	405,082	119,325	524,406
	TOTAL INCOME	**-**	**405,082**	**119,325**	**524,406**
	OPERATING EXPENSES				
	MONTHLY SERVICE CONTRACTS				
	LANDSCAPING AND GROUNDS	20,000	14,818	5,182	20,000
	CONCIERGE (8 hours/5 days a week)		59,000		59,000
	ELEVATORS	-	13,000	5,000	18,000
	FIRE ALARM MONITORING	1,800	1,334	466	1,800
	FIRE ALARM MAINTENANCE	4,000	2,964	1,036	4,000
	COMMON AREA CLEANING	20,000	14,818	5,182	20,000
	TOTAL MONTLY SERVICE CONTRACTS	**45,800**	**105,934**	**16,866**	**122,800**
	GENERAL REPAIRS				
	GENERAL BUILDING R&M (parking and ground floor exterior)	2,400	1,778	622	2,400
	GENERAL BUILDING R&M (separate Air Space Parcels)	-	3,000	600	3,600
	GARAGE DOOR (main gate)	1,200	889	311	1,200
	GARAGE DOOR (separate gates)	-	1,200	600	1,800
	TOTAL GENERAL REPAIRS	**3,600**	**6,867**	**2,133**	**9,000**
	GENERAL MAINTENANCE				
	POWERWASHING (grounds and main drive aisles)	600	445	155	600
	POWERWASHING (separate areas)	-	400	250	650
	LOCKSMITH R&M	-	600	100	700
	WINDOW CLEANING	3,600	2,667	933	3,600
	SNOW REMOVAL	1,200	889	311	1,200
	PEST CONTROL	1,200	889	311	1,200
	EMERGENCY GENERATOR	3,600	2,667	933	3,600
	HVAC R&M (parkade fans and MUA)	1,800	1,334	466	1,800
	SUPPLIES	-	600	200	800
	LIGHTS & BALLASTS	-	300	50	350
	DRYER VENT CLEANING	-	1,500	-	1,500
	CARPET CLEANING	-	600	-	600
	AMENITY R&M	-	600	-	600
	WASTE REMOVAL	-	7,000	1,200	8,200
	TOTAL GENERAL MAINTENANCE	**12,000**	**20,491**	**4,909**	**25,400**
	INSURANCE				
	INSURANCE	-	69,000	25,000	94,000
	TOTAL INSURANCE	**-**	**69,000**	**25,000**	**94,000**
	UTILITIES				
	HYDRO EXPENSE - COMMON AREA ELECTRICITY	35,000	25,932	9,068	35,000
	GAS EXPENSE - RANGES	-	2,400	-	2,400
	GAS EXPENSE - COMMON AREAS	-	6,935	-	6,935
	FAES TES ANNUAL SERVICE FEE	-	62,000	15,000	77,000
	WATER & SEWER	24,000	17,782	6,218	24,000
	TOTAL UTILITIES	**59,000**	**115,049**	**30,286**	**145,335**
	GENERAL & ADMINISTRATIVE				
	MANAGEMENT FEES	-	20,600	18,900	39,500
	ADMINISTRATION	-	1,800	600	2,400
	AGM/SGM EXPENSES	-	1,000	200	1,200
	SUNDRY EXPENSE	-	250	50	300
	TELEPHONE LINES	1,800	1,334	466	1,800
	SECURITY LEASE	34,998	25,931	9,067	34,998
	TOTAL GENERAL & ADMINISTRATIVE	**36,798**	**50,914**	**29,284**	**80,198**
	TOTAL OPERATING EXPENSES	**157,198**	**368,256**	**108,477**	**476,733**
	CONTINGENCY FUND TRANSFERS	15,720	36,826	10,848	47,673
	TOTAL EXPENSES & TRANSFERS	**172,918**	**405,082**	**119,325**	**524,406**
	SURPLUS (DEFICIT)	**(172,918)**	**0**	**0**	**(0)**

Note: This budget was prepared in February 2024, using 2024 figures. The budget may increase in the future due to inflation, wear and tear, expiration of warranty periods and other circumstantial changes.

EXHIBIT "H"
ESTIMATED MONTHLY ASSESSMENT

[see attached]

CHLOE - RESIDENTIAL STRATA
STRATA PLAN EPS----
INTERIM STRATA FEE SCHEDULE

SUITE NO.	STRATA LOT	UNIT ENTITLE.	OPER FUND CONTRIBUTION	CRF FUND CONTRIBUTION	TOTAL STRATA FEE
	1	91	$ 667.45	$ 66.74	$ 734.19
	2	70	$ 513.42	$ 51.34	$ 564.77
	3	111	$ 814.14	$ 81.41	$ 895.56
	4	122	$ 894.82	$ 89.48	$ 984.31
	5	111	$ 814.14	$ 81.41	$ 895.56
	6	108	$ 792.14	$ 79.21	$ 871.35
	7	86	$ 630.78	$ 63.08	$ 693.85
	8	86	$ 630.78	$ 63.08	$ 693.85
	9	84	$ 616.11	$ 61.61	$ 677.72
	10	84	$ 616.11	$ 61.61	$ 677.72
	11	86	$ 630.78	$ 63.08	$ 693.85
	12	86	$ 630.78	$ 63.08	$ 693.85
	13	124	$ 909.49	$ 90.95	$ 1,000.44
	14	58	$ 425.41	$ 42.54	$ 467.95
	15	111	$ 814.14	$ 81.41	$ 895.56
	16	77	$ 564.77	$ 56.48	$ 621.24
	17	60	$ 440.08	$ 44.01	$ 484.08
	18	53	$ 388.73	$ 38.87	$ 427.61
	19	49	$ 359.40	$ 35.94	$ 395.34
	20	49	$ 359.40	$ 35.94	$ 395.34
	21	62	$ 454.75	$ 45.47	$ 500.22
	22	59	$ 432.74	$ 43.27	$ 476.02
	23	57	$ 418.07	$ 41.81	$ 459.88
	24	111	$ 814.14	$ 81.41	$ 895.56
	25	108	$ 792.14	$ 79.21	$ 871.35
	26	86	$ 630.78	$ 63.08	$ 693.85
	27	86	$ 630.78	$ 63.08	$ 693.85
	28	84	$ 616.11	$ 61.61	$ 677.72
	29	84	$ 616.11	$ 61.61	$ 677.72
	30	86	$ 630.78	$ 63.08	$ 693.85
	31	86	$ 630.78	$ 63.08	$ 693.85
	32	124	$ 909.49	$ 90.95	$ 1,000.44
	33	58	$ 425.41	$ 42.54	$ 467.95
	34	111	$ 814.14	$ 81.41	$ 895.56
	35	77	$ 564.77	$ 56.48	$ 621.24
	36	124	$ 909.49	$ 90.95	$ 1,000.44
	37	77	$ 564.77	$ 56.48	$ 621.24
	38	123	$ 902.16	$ 90.22	$ 992.37
	39	69	$ 506.09	$ 50.61	$ 556.70
	40	129	$ 946.17	$ 94.62	$ 1,040.78
	41	124	$ 909.49	$ 90.95	$ 1,000.44
	42	101	$ 740.80	$ 74.08	$ 814.88
	43	101	$ 740.80	$ 74.08	$ 814.88
	44	124	$ 909.49	$ 90.95	$ 1,000.44
	45	104	$ 762.80	$ 76.28	$ 839.08
	46	123	$ 902.16	$ 90.22	$ 992.37
		4184	**$ 30,688.03**	**$ 3,068.80**	**$ 33,756.83**

EXHIBIT "J"
SUMMARY OF ENCUMBRANCES

As of the date of this Disclosure Statement, the following legal notations and encumbrances are registered against title to the Lands. Except as otherwise stated herein, all of the below noted legal notations and encumbrances will be registered against title to the Lands, and then the Airspace Parcel upon the filing of the Airspace Plan, and thereafter will be registered against titles to the Strata Lots and/or the Common Property upon the filing of the Final Strata Plan.

Any capitalized terms not specifically defined herein have the meanings given to them in the respective documents below.

Legal Notations:

1. NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149.

This notice gives notice that 1076255 BC Ltd. is the owner, as defined in the *Builders Lien Act* of the Lands, that the nature of such owner's interest is fee simple, and that such owner's interest in the Lands is not bound by a lien claimed under the *Builders Lien Act* in respect of an improvement on the land unless that improvement is undertaken at the express request of the owner.

Charges, Liens and Interests:

The following charges, liens and interests are registered against title to the Lands:

1. STATUTORY RIGHT OF WAY CA8289445, COVENANT CA8289446, COVENANT CA8289447, EQUITABLE CHARGE CA8289448.

This statutory right of way is granted in favour of the City of Vancouver (the "**City**") over a portion of the Lands shown on plan EPP95224 (the "**SRW Area**") for building setback and public access for the purpose of public pedestrian use of an expanded sidewalk. 1076255 BC Ltd. (the "**Owner**") granted to the City the full free and uninterrupted right, liberty, easement and statutory right of way on, over, and upon the SRW Area at all times for the purpose of:

(a) permitting all members of the public at their will and pleasure to pass, be on, and repass along and across the surface of the SRW Area, or any portion thereof (27 hours a day, seven (7) days a week):

(i) on foot;

(ii) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;

(iii) using baby carriages, children's stroller, or similar devices which afford mobility to young pedestrians and their parent/guardians; or

(iv) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted by (b) and (c); and

(b) permitting the City and City Personnel (as defined therein) to enter onto the SRW area for the purpose inspecting the statutory right of way area and carrying out any of the Developer's obligations if the owner fails to fulfil such obligations.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants with the City in respect of the use of any portion of the Lands as follows:

(a) the Lands (as defined therein) will not be used in a manner contrary to this covenant;

(b) will be responsible for designing and constructing the Owner's Works in accordance with the Agreement;

(c) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until the City Engineer has approved the plans for the Owner's Words in accordance with the Agreement;

(d) will prepare and submit detailed plans and design for the Owner's Works to the City Engineer for approval and make any alterations the City Engineer considers necessary; and

(e) will not request, cause or suffer the issuance of a Development Permit for any New Building and the City will not be obligated to issue a Development Permit until satisfying all the steps related to the Owner's Works under the Agreement; and

(f) agrees that if a permit is inadvertently issued by the City and the Owner commences construction, the City may pursue all remedies against the owner.

This filing also includes a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City, where the Owner covenants and agrees with the City that:

(a) will not use the Lands in a manner contrary to the covenant;

(b) will take all responsibility and liability associated with use, occupation, existence, maintenance, repair and replacement of the Owner's Words and the SRW Area;

(c) will maintain, repaid, regrade and replace the Owners Works when necessary; and

(d) will carry and maintain general liability and other insurance claims for personal injury, death or property damage arising out of any use or enjoyment of the SRW Area.

This agreement also contains an equitable charge over the Lands for payment of all sums payable by the owner to the City under the terms of the Agreement.

2. COVENANT CA8289457.

This is a Section 219 Covenant pursuant to the *Land Title Act* in favour of the City for the purpose of sharing of one (1) Class B loading space (the "**Loading Space**") between the residential and commercial user groups in the Development. The Owner covenants and agrees with the City that it will ensure at all times after the issuance of an Occupancy Permit that all Residential Users (as defined therein) and all Commercial Users (as defined therein) have shared access to and shared use of the Loading Space and is subject to the additional restrictions and provisos:

(a) access to and use of the Loading Space by either the Commercial Users or Residential Users will not be unreasonably withheld or interfered with by either such group;

(b) the Commercial Users will have priority of use between 7:00 a.m. and 7:00 p.m, Monday to Friday and the Residential Users will have priority of use on the first two days, the last two days and the 15th and 16th of each calendar month; and

(c) the Owner will ensure a contact person is designated to represent the Residential Users and a contact person is designated to represent the Commercial Users who will both be responsible for coordination of shared use of the Loading Space.

3. STATUTORY RIGHT OF WAY CB251887 AND COVENANT CB251888.

This statutory right of way is in favour of FortisBC Alternative Energy Services Inc. ("**Fortis**") over those portions of the Lands which can the Thermal Energy System ("**TES**") that permits Fortis to: a) excavate for, construct, install, maintain operate, repair, abandon, replace and remove the TES; b) construct, install, inspect, maintain, make and remove TES service connections and connect and disconnect the TES service lines; c) install marking posts to mark the location of the TES or any portion thereof; d) take such steps as FortisBC AES deems necessary to protect and secure the TES; e) bring onto the Lands all necessary machinery, vehicles, materials and equipment it requires or desires for any of the foregoing purposes; and f) generally do all acts necessary or incidental to the foregoing or the business of operating, maintaining and repairing the TES. FortisBC AES also has the benefit of a statutory right of way over the Lands for the purpose of obtaining access to and egress from those portions of the Lands which contain the TES.

4. MORTGAGE CB292874 AND ASSIGNMENT OF RENTS CB292875

This is a mortgage and assignment of rents in favour of National Bank of Canada that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

5. MORTGAGE CB293126 AND ASSIGNMENT OF RENTS CB293127.

This is a mortgage and assignment of rents in favour of Peterson Investment Group Inc. that secures financing provided to the Developer. The Developer intends to discharge this mortgage and assignment of rents by securing additional financing prior to the closing of individual Strata Lot sales, or in addition to or in substitution of the above, by obtaining partial discharges of this mortgage and assignment of rents in connection with individual Strata Lot sales through the use of sale proceeds and as set out in undertakings between the Developer's lawyers and legal representatives of purchasers of individual Strata Lots, which undertakings will be confirmed by the Developer's solicitors.

6. PRIORITY AGREEMENT CB294025 AND PRIORITY AGREEMENT CB294026

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB293126 and Assignment of Rents CB293127.

7. MORTGAGE CB294046 AND ASSIGNMENT OF RENTS CB294047

This is a mortgage and assignment of rents in favour of the Westmount West Services Inc. that secures the Deposit Protection Facility provided to the Developer as detailed in Section 7.1 of the Disclosure Statement. The Developer may obtain partial discharges of these charges from titles to the Strata Lots provided that certain conditions are satisfied including the registration of registrable transfers of the Strata Lots.

8. PRIORITY AGREEMENT CB294534 AND PRIORITY AGREEMENT CB294535

The priority agreements herein grant Mortgage CB292874 and Assignment of Rents CB292875 priority over Mortgage CB294046 and Assignment of Rents CB294047.

9. PRIORITY AGREEMENT CB294554 AND PRIORITY AGREEMENT CB294555

The priority agreements herein grant Mortgage CB293126 and Assignment of Rents CB293127 priority over Mortgage CB294046 and Assignment of Rents CB294047.

EXHIBIT "K"
OFFER TO PURCHASE AND CONTRACT OF PURCHASE AND SALE

[see attached]

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: _____

_____

Occupation: _____

Address: _____

_____**City:**_____

Province: _____**Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ Other:_____

Date of Birth:_____

Full Name: _____

_____

Occupation: _____

Address: _____

_____**City:**_____

Province: _____**Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ Other:_____

Date of Birth:_____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. _____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. _____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $_____

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $_____

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $_____

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable on the date that is six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $_____

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $_____

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

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1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☐ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 The Purchaser represents, warrants and certifies to the Vendor that [***initial one only***]:

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement*;* or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use _____ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY

INITIALS

Purchaser	Purchaser	Vendor

CW21402208.2

BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this _____ day of _____, 20___.

_____ _____ Seal

Witness *Purchaser*:

_____ _____ Seal

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

1076255 B.C. LTD. **LIGHTSTONE DEVELOPMENT LTD.**

Per: _____ Per: _____

Authorized Signatory Authorized Signatory

Per: _____ Per: _____

Authorized Signatory Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.4 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's

INITIALS

Purchaser	Purchaser	Vendor

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written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor**.** If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

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(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not

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represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

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10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owne**r"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

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(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Ac*t.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

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(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild**.**

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

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i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or

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Purchaser	Purchaser	Vendor

such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor’s opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (“.pdf”), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor’s lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser’s mortgage application for the Purchaser’s purchase of the Strata Lot;

(g) to provide such information to the Vendor’s Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor’s accountants for preparation of financial statements and tax returns including GST returns;

INITIALS

Purchaser	Purchaser	Vendor

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "B"

CANADA

CONSOLIDATION

CODIFICATION

Prohibition on the Purchase of Residential Property by Non-Canadians Act

Loi sur l'interdiction d'achat d'immeubles résidentiels par des non-Canadiens

S.C. 2022, c. 10, s. 235

L.C. 2022, ch. 10, art. 235

NOTE

[Enacted by section 235 of chapter 10 of the Statutes of Canada, 2022, in force January 1, 2023.]

NOTE

[Édictée par l'article 235 du chapitre 10 des Lois du Canada (2022), en vigueur le 1er janvier 2023.]

Current to November 2, 2022

À jour au 2 novembre 2022

Published by the Minister of Justice at the following address:
http://laws-lois.justice.gc.ca

Publié par le ministre de la Justice à l'adresse suivante :
http://lois-laws.justice.gc.ca

OFFICIAL STATUS OF CONSOLIDATIONS

Subsections 31(1) and (2) of the *Legislation Revision and Consolidation Act*, in force on June 1, 2009, provide as follows:

Published consolidation is evidence

31 (1) Every copy of a consolidated statute or consolidated regulation published by the Minister under this Act in either print or electronic form is evidence of that statute or regulation and of its contents and every copy purporting to be published by the Minister is deemed to be so published, unless the contrary is shown.

Inconsistencies in Acts

(2) In the event of an inconsistency between a consolidated statute published by the Minister under this Act and the original statute or a subsequent amendment as certified by the Clerk of the Parliaments under the *Publication of Statutes Act*, the original statute or amendment prevails to the extent of the inconsistency.

CARACTÈRE OFFICIEL DES CODIFICATIONS

Les paragraphes 31(1) et (2) de la *Loi sur la révision et la codification des textes législatifs*, en vigueur le 1er juin 2009, prévoient ce qui suit :

Codifications comme élément de preuve

31 (1) Tout exemplaire d'une loi codifiée ou d'un règlement codifié, publié par le ministre en vertu de la présente loi sur support papier ou sur support électronique, fait foi de cette loi ou de ce règlement et de son contenu. Tout exemplaire donné comme publié par le ministre est réputé avoir été ainsi publié, sauf preuve contraire.

Incompatibilité — lois

(2) Les dispositions de la loi d'origine avec ses modifications subséquentes par le greffier des Parlements en vertu de la *Loi sur la publication des lois* l'emportent sur les dispositions incompatibles de la loi codifiée publiée par le ministre en vertu de la présente loi.

LAYOUT

The notes that appeared in the left or right margins are now in boldface text directly above the provisions to which they relate. They form no part of the enactment, but are inserted for convenience of reference only.

MISE EN PAGE

Les notes apparaissant auparavant dans les marges de droite ou de gauche se retrouvent maintenant en caractères gras juste au-dessus de la disposition à laquelle elles se rattachent. Elles ne font pas partie du texte, n'y figurant qu'à titre de repère ou d'information.

NOTE

This consolidation is current to November 2, 2022. Any amendments that were not in force as of November 2, 2022 are set out at the end of this document under the heading "Amendments Not in Force".

Shaded provisions in this document are not in force.

NOTE

Cette codification est à jour au 2 novembre 2022. Toutes modifications qui n'étaient pas en vigueur au 2 novembre 2022 sont énoncées à la fin de ce document sous le titre « Modifications non en vigueur ».

Les dispositions ombrées dans ce document ne sont pas en vigueur.

TABLE OF PROVISIONS

An Act to prohibit the purchase of residential property by non-Canadians

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S.C. 2022, c. 10, s. 235

An Act to prohibit the purchase of residential property by non-Canadians

[*Assented to 23rd June 2022*]

Short title

1 This Act may be cited as the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*.

Definitions

2 The following definitions apply in this Act.

common-law partner, in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year. (*conjoint de fait*)

control has the meaning assigned by the regulations. (*contrôle*)

dwelling unit means a residential unit that contains private kitchen facilities, a private bath and a private living area. (*local d'habitation*)

Minister means the federal minister designated under section 3. (*ministre*)

non-Canadian means

(a) an individual who is neither a Canadian citizen nor a person registered as an Indian under the *Indian Act* nor a permanent resident;

(b) a corporation that is incorporated otherwise than under the laws of Canada or a province;

(c) a corporation incorporated under the laws of Canada or a province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the *Income Tax Act* is in effect and that is controlled by a person referred to in paragraph (a) or (b); and

L.C. 2022, ch. 10, art. 235

Loi portant interdiction faite aux non-Canadiens d'acheter des immeubles résidentiels

[*Sanctionnée le 23 juin 2022*]

Titre abrégé

1 *Loi sur l'interdiction d'achat d'immeubles résidentiels par des non-Canadiens*.

Définitions

2 Les définitions qui suivent s'appliquent à la présente loi.

conjoint de fait La personne qui vit avec la personne en cause dans une relation conjugale depuis au moins un an. (*common-law partner*)

contrôle S'entend au sens prévu par règlement. (*control*)

immeuble résidentiel Immeuble ou bien réel, autre qu'un immeuble ou bien réel visé par règlement, situé au Canada et qui est :

a) une maison individuelle ou un bâtiment similaire, comprenant au plus trois locaux d'habitation, y compris la proportion des dépendances et du fonds sous-jacent ou contigu au bâtiment qui est raisonnablement nécessaire à son usage résidentiel;

b) une partie d'un bâtiment qui constitue une maison jumelée ou en rangée, un logement en copropriété ou un local semblable qui est, ou est destiné à être, une parcelle séparée ou une autre division d'un immeuble ou d'un bien réel sur laquelle il y a, ou il est prévu qu'il y ait, un droit de propriété distinct des droits de propriété des autres parties du bâtiment, y compris la proportion des parties communes et des dépendances du bâtiment, et du fonds sous-jacent ou contigu à celui-ci, qui est attribuable à la maison, au logement ou au local et qui est raisonnablement nécessaire à son usage résidentiel;

(d) a prescribed person or entity. (*non-Canadien*)

permanent resident has the same meaning as in subsection 2(1) of the *Immigration and Refugee Protection Act*. (*résident permanent*)

prescribed means prescribed by regulation. (*Version anglaise seulement*)

residential property means any real property or immovable, other than a prescribed real property or immovable, that is situated in Canada and that is

(a) a detached house or similar building, containing not more than three dwelling units, together with that proportion of the appurtenances to the building and the land subjacent or immediately contiguous to the building that is reasonably necessary for its use and enjoyment as a place of residence for individuals;

(b) a part of a building that is a semi-detached house, rowhouse unit, residential condominium unit or other similar premises that is, or is intended to be, a separate parcel or other division of real property or immovable owned, or intended to be owned, apart from any other unit in the building, together with that proportion of any common areas and other appurtenances to the building and the land subjacent or immediately contiguous to the building that is attributable to the house, unit or premises and that is reasonably necessary for its use and enjoyment as a place of residence for individuals; or

(c) any prescribed real property or immovable. (*immeuble résidentiel*)

c) un immeuble ou un bien réel visés par règlement. (*residential property*)

local d'habitation Habitation dotée d'une cuisine, d'une salle de bains et d'une pièce d'habitation privées. (*dwelling unit*)

ministre Le ministre fédéral désigné en vertu de l'article 3. (*Minister*)

non-Canadien

a) Individu autre qu'un citoyen canadien, qu'une personne inscrite à titre d'Indien sous le régime de la *Loi sur les Indiens* ou qu'un résident permanent;

b) société constituée autrement que par une loi fédérale ou provinciale;

c) société constituée par une loi fédérale ou provinciale dont les actions ne sont pas cotées à une bourse de valeurs désignée en vertu de l'article 262 de la *Loi de l'impôt sur le revenu* et qui est contrôlée par une personne visée aux alinéas a) ou b);

d) personne ou entité visée par règlement. (*non-Canadian*)

résident permanent S'entend au sens donné à ce terme au paragraphe 2(1) de la *Loi sur l'immigration et la protection des réfugiés*. (*permanent resident*)

Designation of Minister

3 The Governor in Council may, by order, designate any federal minister to be the Minister for the purposes of this Act.

Désignation du ministre

3 Le gouverneur en conseil peut, par décret, désigner tout ministre fédéral à titre de ministre chargé de l'application de la présente loi.

Prohibition

4 (1) Despite section 34 of the *Citizenship Act*, it is prohibited for a non-Canadian to purchase, directly or indirectly, any residential property.

Interdiction

4 (1) Malgré l'article 34 de la *Loi sur la citoyenneté*, il est interdit à tout non-Canadien d'acheter, directement ou indirectement, tout immeuble résidentiel.

Exception — persons

(2) Subsection (1) does not apply to

(a) a temporary resident within the meaning of the *Immigration and Refugee Protection Act* who satisfies prescribed conditions;

(b) a protected person within the meaning of subsection 95(2) of that Act;

Exception — personnes

(2) Le paragraphe (1) ne s'applique pas aux personnes suivantes :

a) le résident temporaire, au sens de la *Loi sur l'immigration et la protection des réfugiés*, qui satisfait aux conditions prévues par règlement;

(c) an individual who is a non-Canadian and who purchases residential property in Canada with their spouse or common-law partner if the spouse or common law-partner is a Canadian citizen, person registered as an Indian under the *Indian Act*, permanent resident or person referred to in paragraph (a) or (b); or

(d) a person of a prescribed class of persons.

b) la personne protégée, au sens du paragraphe 95(2) de cette loi;

c) l'individu qui est un non-Canadien et qui fait l'achat d'un immeuble résidentiel avec son époux ou conjoint de fait, si l'époux ou le conjoint de fait est un citoyen canadien, une personne inscrite à titre d'Indien sous le régime de la *Loi sur les Indiens*, un résident permanent ou une personne visée aux alinéas a) ou b);

d) la personne appartenant à une catégorie de personnes visée par règlement.

Exception — circumstances

(3) Subsection (1) does not apply in prescribed circumstances.

Exceptions — situations

(3) Le paragraphe (1) ne s'applique pas aux situations visées par règlement.

Foreign state

(4) For greater certainty, nothing in subsection (1) is to be construed as hindering a foreign state from purchasing residential property for diplomatic or consular purposes.

État étranger

(4) Il est entendu que le paragraphe (1) n'a pas pour effet d'empêcher un État étranger d'acheter un immeuble résidentiel à des fins diplomatiques ou consulaires.

Non-application

(5) Subsection (1) does not apply if the non-Canadian becomes liable or assumes liability under an agreement of purchase and sale of the residential property before the day on which this Act comes into force.

Non-application

(5) Le paragraphe (1) ne s'applique pas si, aux termes d'une convention d'achat-vente, le non-Canadien devient responsable de l'immeuble résidentiel ou en assume la responsabilité avant la date d'entrée en vigueur de la présente loi.

Validity

5 The contravention of section 4 does not affect the validity of the sale of the residential property to which the contravention relates.

Validité

5 La contravention à l'article 4 n'affecte en rien la validité de la vente de l'immeuble résidentiel en cause.

Offence

6 (1) Every non-Canadian that contravenes section 4 and every person or entity that counsels, induces, aids or abets or attempts to counsel, induce, aid or abet a non-Canadian to purchase, directly or indirectly, any residential property knowing that the non-Canadian is prohibited under this Act from purchasing the residential property is guilty of an offence and liable on summary conviction to a fine of not more than $10,000.

Infraction

6 (1) Tout non-Canadien qui contrevient à l'article 4 et toute personne ou entité qui conseille, incite, aide ou encourage ou tente de conseiller, d'inciter, d'aider ou d'encourager un non-Canadien à acheter, directement ou indirectement, un immeuble résidentiel, tout en sachant que la présente loi en interdit l'achat à ce dernier, est coupable d'une infraction et passible, sur déclaration de culpabilité par procédure sommaire, d'une amende maximale de dix mille dollars.

Party to offence

(2) If a corporation or entity commits an offence, any of the following persons that directed, authorized, assented to, acquiesced in or participated in the commission of the offence is a party to and liable for the offence whether or not the corporation or entity has been prosecuted or convicted:

Coauteurs de l'infraction

(2) En cas de commission d'une infraction par une société ou une entité, les personnes mentionnées ci-après qui l'ont ordonnée ou autorisée, ou qui y ont consenti ou participé, sont considérées comme des coauteurs de l'infraction que la société ou l'entité ait été ou non poursuivie ou condamnée au titre de la présente loi :

(a) an officer, director or agent or mandatary of the corporation or entity;

(b) a senior official of the corporation or entity;

(c) any individual authorized to exercise managerial or supervisory functions on behalf of the corporation or entity.

a) les dirigeants, administrateurs, cadres ou mandataires de la société ou de l'entité;

b) ses cadres supérieurs;

c) les individus autorisés à exercer des fonctions de gestion ou de surveillance pour son compte.

Order

7 (1) If a non-Canadian is convicted of having contravened section 4, the superior court of the province in which the residential property to which the contravention relates is situated may, on application of the Minister, order the residential property to be sold in the prescribed manner and under prescribed conditions.

Ordonnance de vente

7 (1) En cas de condamnation d'un non-Canadien pour contravention à l'article 4, la juridiction supérieure de la province où se trouve l'immeuble résidentiel auquel se rapporte la contravention peut rendre une ordonnance, sur demande du ministre, obligeant la vente de l'immeuble résidentiel de la manière et selon les conditions prévues par règlement.

Terms

(2) Subject to the regulations, the superior court may make the order subject to any terms that it considers appropriate.

Conditions

(2) Sous réserve des règlements, la juridiction supérieure peut assortir l'ordonnance des conditions qu'elle estime indiquées.

Regulations

8 (1) The Governor in Council may, on the recommendation of the Minister after consultation with the Minister of Finance, make regulations

(a) defining "control" for the purposes of this Act;

(b) respecting what constitutes a purchase for the purposes of this Act;

(c) respecting the making of orders under section 7; and

(d) prescribing anything that by this Act is to be prescribed.

Règlements

8 (1) Le gouverneur en conseil peut, sur recommandation du ministre faite après consultation du ministre des Finances, par règlement :

a) définir le terme « contrôle » pour l'application de la présente loi;

b) régir ce qui constitue un achat pour l'application de la présente loi;

c) régir la prise des ordonnances visées à l'article 7;

d) prendre toute mesure d'ordre réglementaire prévue par la présente loi.

Paragraph (1)(c)

(2) Regulations made under paragraph (1)(c) must provide that no non-Canadian receive from the proceeds that results from a sale of a residential property ordered under section 7 more than the purchase price they paid for the residential property.

Alinéa (1)c)

(2) Tout règlement pris en vertu de l'alinéa (1)c) doit prévoir qu'un non-Canadien ne peut recevoir du produit de la vente de l'immeuble résidentiel, résultant d'une ordonnance rendue en vertu de l'article 7, plus que la somme représentant le prix d'achat qu'il a payée pour cet immeuble.

AMENDMENTS NOT IN FORCE

— 2022, c. 10, s. 236

Repeal

236 The *Prohibition on the Purchase of Residential Property by Non-Canadians Act* is repealed.

MODIFICATIONS NON EN VIGUEUR

— 2022, ch. 10, art. 236

Abrogation

236 La *Loi sur l'interdiction d'achat d'immeubles résidentiels par des non-Canadiens* est abrogée.

EXHIBIT "L"
TABLE OF CONCORDANCE

[see attached]

2096 W 47th Ave, Vancouver, BC
TABLE OF CONCORDANCE

Old Unit Number	New Unit Number	Old Strata Lot Numbers (in the Disclosure Statement)	New Strata Lot Numbers (In the 2nd Amendment)	New Strata Lot Numbers (In the 4th Amendment)	Habitable Area in m² (2nd Amendment)	Habitable Area in m² (4th Amendment)	Notes
201	216	1	1	16	77.5	77.1	
202	215	2	2	15	110.8	110.8	
203	214	3	3	14	58.2	58.2	
204	213	4	4	13	124.3	124.3	
205	212	5	5	12	85.5	85.5	
206	211	6	6	11	85.5	85.5	
207	210	7	7	10	83.5	83.5	
208	209	8	8	9	83.5	83.5	
209	208	9	9	8	85.5	85.5	
210	207	10	10	7	85.5	85.5	
211	206	11	11	6	107.6	107.6	
212	205	12	12	5	110.7	110.7	
213	204	13	13	4	121.5	121.5	units combined
214		14					
215	203	15	14	3	110.6	110.6	units combined
216		16					
217	202	17	15	2	70.2	70.2	
218	201	18	16	1	91.2	91.2	
301	319	19	17	35	77.5	77.1	
302	318	20	18	34	110.8	110.8	
303	317	21	19	33	58.2	58.2	
304	316	22	20	32	124.3	124.3	
305	315	23	21	31	85.5	85.5	
306	314	24	22	30	85.5	85.5	
307	313	25	23	29	83.5	83.5	
308	312	26	24	28	83.5	83.5	
309	311	27	25	27	85.5	85.5	
310	310	28	26	26	85.5	85.5	
311	309	29	27	25	107.6	107.6	
312	308	30	28	24	110.7	110.7	
313	307	31	29	23	56.9	56.9	
314	306	32	30	22	59.1	59.1	
315	305	33	31	21	61.8	61.8	
316	304	34	32	20	48.7	48.7	
317	303	35	33	19	48.5	48.5	
318	302	36	34	18	53.1	53.1	
319	301	37	35	17	59.7	59.7	
401	401	38	36	36	124.2	124.2	
402	411	39	37	46	122.6	122.6	
403	410	40	38	45	103.9	103.9	
404	409	41	39	44	123.8	123.8	
405	408	42	40	43	100.7	100.7	
406	407	43	41	42	100.7	100.7	
407	406	44	42	41	123.8	123.8	
408	405	45	43	40	128.6	128.6	
409	404	46	44	39	69.4	69.4	
410	403	47	45	38	123.0	123.0	
411	402	48	46	37	77.1	77.1	

APPENDIX K

SL No. __3___ Suite No. __203___

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: WANG, ANDY TING LU

Occupation: _____

Address: 5755 ANGUS DR

City: VANCOUVER

Province: BC **Postal Code:** V6M 3N7

Tel: _____ **Cell:** 778-855-8957

Email: andy.tl.wang@gmail.com

Country of Residency: Canada ☒ **Other:** _____

Date of Birth: JUNE 1, 1990

Full Name: _____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. _3_____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __203____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is the Purchaser in lawful money of Canada as follows: which Purchase Price will be paid by $[redacted]

a) a deposit (the "**First Deposit**") of [redacted] payable upon presentation of this Offer by the Purchaser to the Vendo: $[redacted]

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 The Purchaser represents, warrants and certifies to the Vendor that ***[initial one only]***:

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Purchaser	Purchaser	Vendor

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a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this ___28th__ day of _____October_____, 20_24__.

_____ _____ Seal

INITIALS

Seal

Purchaser Purchaser Vendor

Witness

Purchaser:

Witness

Purchaser:

This Offer to Purchase is accepted by the Vendor this 1st day of November, 2024.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

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For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following

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business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and

floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with

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Purchaser	Purchaser	Vendor

the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

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Purchaser	Purchaser	Vendor

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

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Purchaser	Purchaser	Vendor

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the **"Adjacent Development"**). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other

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Purchaser	Purchaser	Vendor

construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

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Purchaser	Purchaser	Vendor

and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money*

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Purchaser	Purchaser	Vendor

Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

INITIALS

Purchaser	Purchaser	Vendor

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: _____

JIANG, XUELIAN

Occupation: _____

Address: 16945 BAYVIEW AVE

City: NEWMARKET

Province: ON **Postal Code:** L3Y 4X2

Tel: 4375180702 **Cell:** _____

Email: lydiajiang79@163.com

Country of Residency: Canada ☒ **Other:** _____

Date of Birth: MAY 1, 1979

Full Name: _____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. ___3____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __203_____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 032-299-508 Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 10% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $[redacted]

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

INITIALS

Purchaser	Purchaser	Vendor

CW21402208.2

1.05 The Purchaser represents, warrants and certifies to the Vendor that [***initial one only***]:

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this __24th___ day of _____January_____, 20_25__.

INITIALS

Purchaser | Purchaser | Vendor

Witness *Purchaser*:

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 24th day of January, 20 25.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser

Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser

Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

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For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following

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Purchaser	Purchaser	Vendor

business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and

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floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with

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the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

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11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

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(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other

INITIALS

Purchaser	Purchaser	Vendor

construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

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Purchaser	Purchaser	Vendor

and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money*

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Purchaser	Purchaser	Vendor

Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

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Purchaser	Purchaser	Vendor

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 3
Suite: 203

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And JIANG, XUELIAN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 24, 2025 with respect to the purchase and sale of Strata Lot # 3 (the "**Strata Lot**") (Suite #203 _____) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: 032-299-508 STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 24, 20 25, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of [redacted] (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 3
Suite: 203

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 24th day of January, 20 25.

Witness	Purchaser's Signature	JIANG, XUELIAN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24th day of January, 20 25.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL No. 12 Suite No. 212

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Zi Hao Li

Occupation: Engineer

Address: 2328 47th Ave W.

City: Vancouver

Province: BC **Postal Code:** V6M 2N2

Tel: (604) 710-9533 **Cell:**

Email: zihaoli17@yahoo.ca

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Oct 17, 1993

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 12 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 212, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): [redacted]

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: [redacted]

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: [redacted]

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): [redacted]

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 0 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 23 day of June, 2021.

Witness — *Purchaser*: Zi Hao Li

Witness — *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 24 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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Purchaser | Purchaser | Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

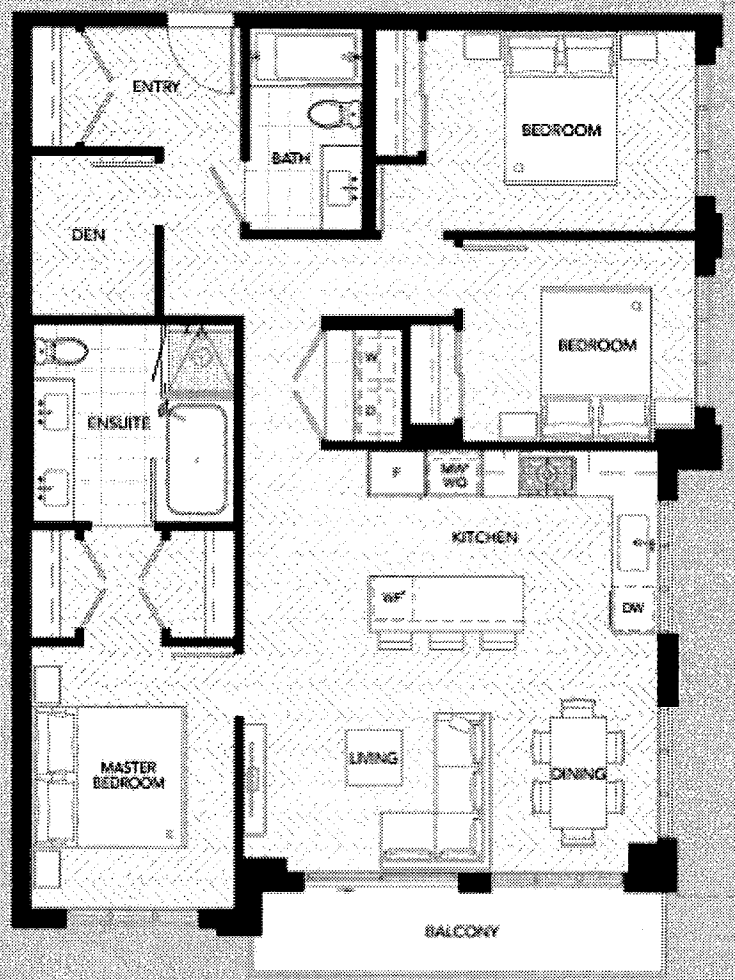
CHLOÉ

KENSINGTON

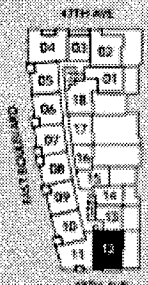
PLAN D1

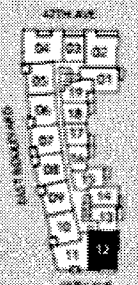
3 Bedroom + Den

Interior: 1,221 sf
Exterior: 65-775 sf
Total: 1,286-1,996 sf



EXTENT OF TERRACE @ LEVEL 02





NORTH

W* *CABINET CAN BE UPGRADED TO UNDER COUNTER WINE FRIDGE.

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 23, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☒ **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 23 day of June, 20 21.

Witness	Purchaser's Signature	Purchaser's Name
		Zi Hao Li
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Additional Storage Locker
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

ADDITIONAL STORAGE LOCKER ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 23, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser will receive the right to use 2 (TWO) ~~0 (NIL)~~ additional storage locker(s) (the "**Additional Storage Locker**") in the Development. The Vendor reserves the right to allocate the Additional Storage Locker(s) at its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that the storage lockers in the Development will vary in size, shape, and convenience of location.

The Additional Storage Locker shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Additional Storage Locker
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 23 day of June, 20 21.

Witness	Purchaser's Signature	Zi Hao Li Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 23, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of [redacted] (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 23 day of June, 20 21.

Witness	Purchaser's Signature	Zi Hao Li Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

CLOSET UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 23, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) in the second / third bedroom (the "**Upgrades**") and selects the following closet option **(check one of the following)**:

- ☒ **Small Closet (Approximately 5')**
- ☐ **Medium Closet (Approximately 9')**
- ☐ **Large Closet (Approximately 12')**

The Upgrades shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Closet Upgrade Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 23 day of June, 20 21.

Witness	Purchaser's Signature	Zi Hao Li Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

PRIVATE GARAGE UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 23, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to install a Private Garage (the "**Upgrades**") in the parking facility of the Development.

The Upgrades shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Private Garage Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 23 day of June, 20 21.

Witness	Purchaser's Signature	Zi Hao Li Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 23, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s):

- [X] **Gaggenau 24" 1/2 Height Wine Fridge**
- [ ] **Gaggenau 24" Full Height Wine Storage**
- [ ] **Gaggenau 30" Combi Steam Oven**
- [ ] **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 23 day of June, 20 21.

Witness	Purchaser's Signature	Zi Hao Li Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Zi Hao Li **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

ZL	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 23 day of June, 2021.

Witness	Purchaser's Signature	Print Name
	李梓豪	Zi Hao Li
Witness	Purchaser's Signature	Print Name

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 23, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with
_____ (the "**Selling Brokerage**") and
_____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
ZL	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 12
Suite: 212

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 23 day of June, 2021.

Witness	Purchaser's Signature	Zi Hao Li Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

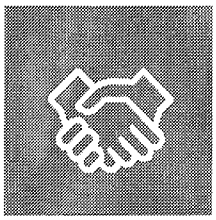
DATED this 24 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory



Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

☑ **Loyalty.** They will act only in your best interests.

☑ **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.

☑ **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.

☑ **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

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

As a non-client

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

☒ **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.

☒ **No duty of full disclosure.** They do not have a duty to give you all relevant information.

☒ **No duty to avoid conflicts.** They are not acting in your interests.

☒ **No confidentiality.** They must share any information you tell them with their clients in a transaction.

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

June 23, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

Zi Hao Li
Name (optional)

Initials (optional)

June 23, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

Not a Client? Know the Risks

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

June 23, 2021
Date

212 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Zi Hao Li
Name (optional)

Initials (optional)

June 23, 2021
Date

Name (optional)

Initials (optional)

Date

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL OF BC UNLESS IT IS SPECIFICALLY REQUESTED.

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

(Initials)

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

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

ACKNOWLEDGEMENT

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

Zi Hao Li
PRINT NAME

SIGNATURE

June 23, 2021
DATE

PRINT NAME

SIGNATURE

DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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OffPlan

CREDIT CARD PAYMENT SUCCESSFULLY RECEIVED VIA OFFPLAN

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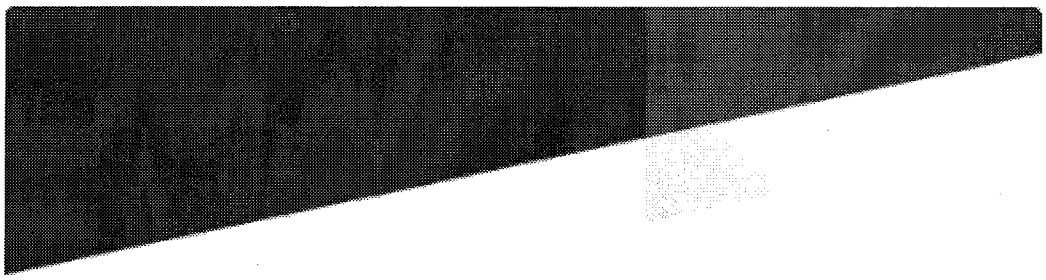

Receipt from Avesdo

Receipt #1344-2212

AMOUNT PAID	DATE PAID	PAYMENT METHOD
[redacted]	June 23, 2021	VISA - 0248

SUMMARY

Reservation charge created for Suite. 212 SL. 12 in Chloe Kerrisdale	[redacted]
Amount charged	[redacted]

CHLOE
Deposit Receipt

SL: 12
Suite: 212

CHLOÉ
KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 5, 2021 with respect to the purchase and sale of Strata Lot # 12 (the "**Strata Lot**") (Suite# 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 5th day of July, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank CIBC

Zi Hao Li
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

ATTACHED PAYABLE TO "CLARK WILSON LLP IN TRUST"

[redacted]

CHLOE
Deposit Receipt

SL: 12
Suite: 212

CHLOÉ

KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☑ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Zi Hao Li (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 23rd, 2021 with respect to the purchase and sale of Strata Lot # _____ (the "**Strata Lot**") (Suite # 212) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 4th day of November, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ [redacted] by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☑ Bank Draft – Name of Bank CIBC

Zi Hao Li
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

[redacted]

Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

212 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: June 23, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: [redacted] **Currency of Funds Received:** CAD

Date of receipt of funds: June 23, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☐ **Bank Draft** ☐ **e-transfer**

☒ **Other, explain:** Credit Card

Purpose of funds (e.g., deposit for purchase): Deposit for purchase

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
The REALTOR® trademark is controlled by CREA. © 2014-2019.

D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** .....

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: .....

Account 1: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 2: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 3: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 4: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 5: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: .....
.....

Date on which above measures taken .....

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: .....
.....

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Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

212 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: July 15, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: [redacted] **Currency of Funds Received:** CAD

Date of receipt of funds: July 5, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): First deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** .....

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: .....

Account 1: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 2: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 3: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 4: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 5: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: .....
.....

Date on which above measures taken .....

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: .....
.....

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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
212 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date Information Verified/Credit File Consulted: Jun 23, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Zi Hao Li
2. Address:
2328 47th Ave W, Vancouver BC V6M 2N2
3. Date of Birth: October 17, 1993
4. Nature of Principal Business or Occupation: Engineer

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
(if you view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: [redacted]
3. Issuing Jurisdiction: BC **Country:** Canada
(province, Territory, Foreign Jurisdiction or "Canada")
4. Document Expiry Date: [redacted]
(must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: .....
.....
Date on which above measures taken: .....

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: .....
.....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:
.....
.....

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....
.....
6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....
.....
7. Relationship between third party and client: .....
.....

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: .....

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

.....

.....

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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CHLOÉ

KERRISDALE

THIRD PARTY IDENTIFICATION INFORMATION RECORD

This record should be used if:

a) you have identified an individual or corporation who is purchasing the unit on behalf of a third party; or

b) you have received funds (for example, for a deposit) that is from an account belonging to an individual or corporation that is not the purchaser.

Unit # 212 SL# 12 Date: June 23, 2021

Address: 2094 W 43rd Ave, Vancouver BC, Canada, V6M 2C8

Sales Representative: Wilson Tsang PREC

Type of ID Document: Driver's License Document ID #: 8936141

Issuing Jurisdiction/Country: British Columbia Expiry Date: January 23, 2024

Full Legal Name: Shu Juan Ding

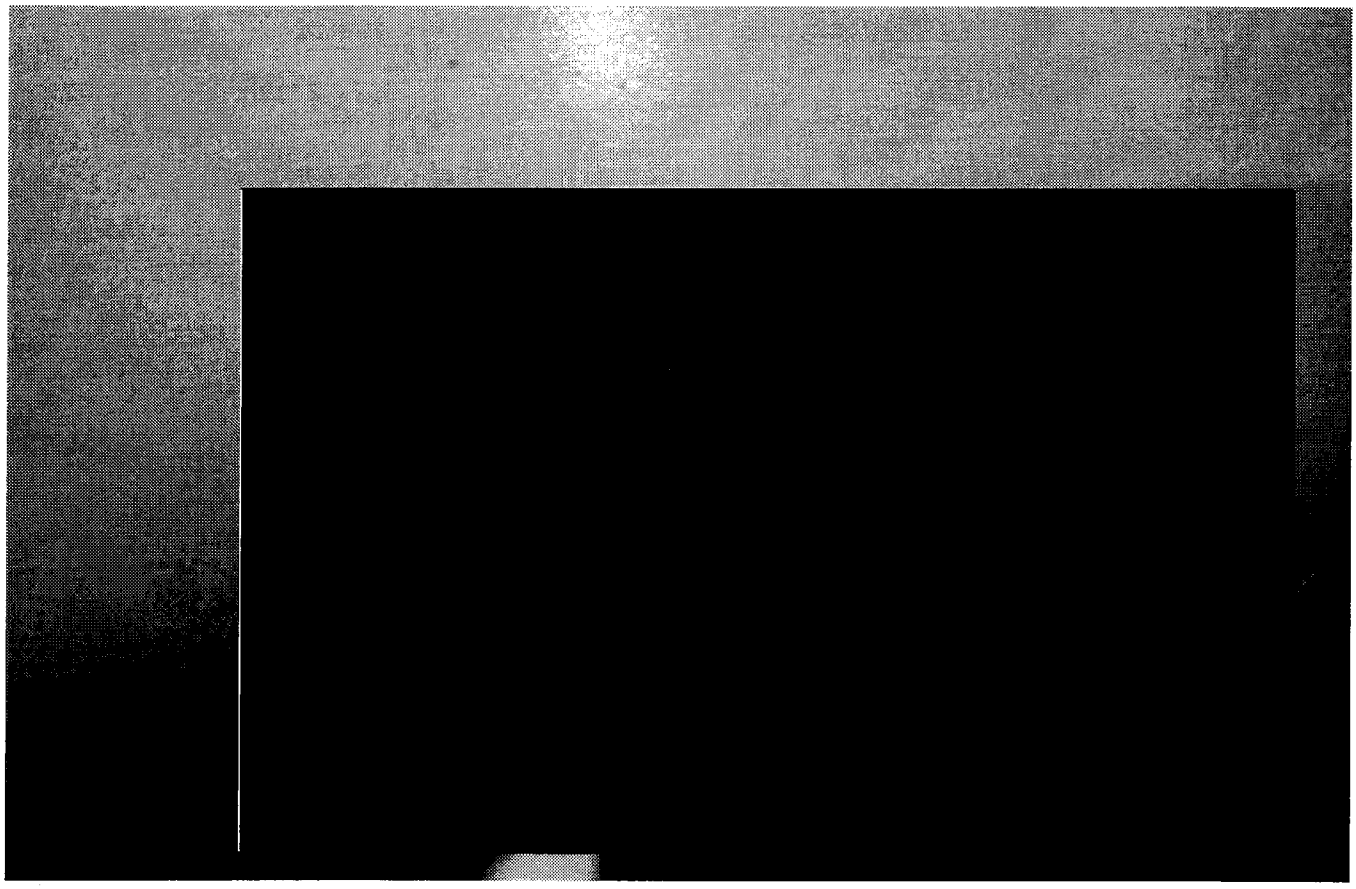
Date of Birth: January 23, 1970

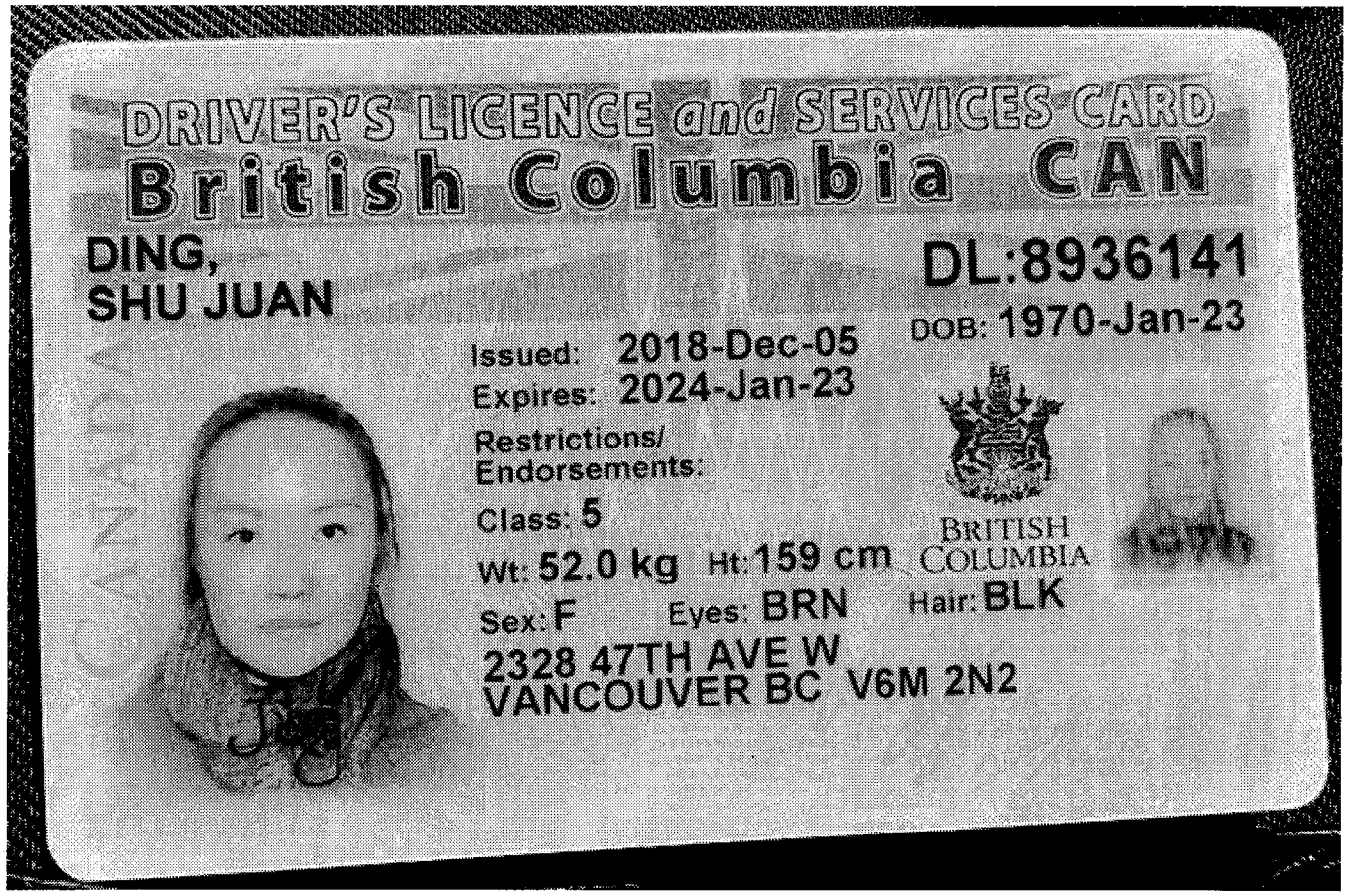
Current Address: 2328 47th Ave W, Vancouver BC, V6M 2N2

Nature of Principal Occupation/Business: University Administrator

Relationship between third party and client: Mother

Penalties for Non-Compliance: Penalties are severe and can range up to 5 years in prison and fines to $2 million. The requirements are not to be taken lightly and are effective immediately. Our company does not make up the rules. Our office policy; however, has been for many years not to accept cash deposits in any amount.




DRIVER'S LICENCE and SERVICES CARD
British Columbia CAN
DING,
SHU JUAN
DL:8936141
DOB: 1970-Jan-23
Issued: 2018-Dec-05
Expires: 2024-Jan-23
Restrictions/
Endorsements:
Class: 5
Wt: 52.0 kg Ht: 159 cm
Sex: F Eyes: BRN Hair: BLK
2328 47TH AVE W
VANCOUVER BC V6M 2N2
BRITISH
COLUMBIA

SL No. _6___ Suite No. _206___

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: TAUPE HOSPITALITY GROUP INC.

Occupation:

Address: 700-275 LANSDOWNE ST

City: KAMLOOPS

Province: BC **Postal Code:** V2C 6H6

Tel: 626-701-9949 **Cell:**

Email: kevin.li972015@gmail.com

Country of Residency: Canada ☒ **Other:**

Date of Birth:

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. ___6____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __206_____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 032-299-532 STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 10% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $[redacted]

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 The Purchaser represents, warrants and certifies to the Vendor that ***[initial one only]***:

INITIALS

Purchaser Purchaser Vendor

CW21402208.2

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

INITIALS

Purchaser | Purchaser | Vendor

CW21402208.2

THE PURCHASER HAS EXECUTED THIS OFFER this __19th___ day of _____February _____, 20_25__.

_____ _____ Seal

Witness *Purchaser*:

_____ _____ Seal

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this _19th____ day of _____February _____, 20_25__.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser Purchaser Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchase r

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Dis Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchase r

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

'NITIALS

Purchaser | Purchaser | Vendor

CW21402208.2

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following

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business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and

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floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser

Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with

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the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

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(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

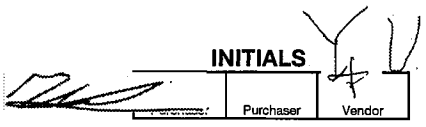
(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.



11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

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(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the **"Adjacent Development"**). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other

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construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

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and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money*

Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

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Purchaser Vendor

SL No. __8___ Suite No. __209___

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: YANG, YIHAN

Occupation:

Address: 3663 Pine Cres

City: Vancouver

Province: BC **Postal Code:** V6J 4K4

Tel: 7786800168 **Cell:**

Email: tonyyang1676@gmail.com

Country of Residency: Canada ☒ **Other:**

Date of Birth: Dec 13, 2023

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. ___8____ (the **"Strata Lot"**) shown on the preliminary strata plan (the **"Preliminary Strata Plan"**) attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __209_____, in the development (the **"Development"**) known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the **"Purchase Price"**) for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax (**"GST"**) is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $[redacted]

a) a deposit (the **"First Deposit"**) equal to 20% of the Purchase Price payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the **"Acceptance Date"**): $[redacted]

(the First Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the **"Deposit"**).

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to **"Clark Wilson LLP, 'in trust'"**. The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	STEAM OVEN microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser.

The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the **"Offer"** and, upon acceptance, the **"Agreement"**) will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 18th day of December, 20 23.

Witness *Purchaser:*

Witness *Purchaser:*

This Offer to Purchase is accepted by the Vendor this 19th day of December, 2023.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(d) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by March 14, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between December 15, 2023 and March 14, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser

Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

INITIALS

Purchaser Purchaser Vendor

defects or deficiencies (the **"List"**). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the **"Service Facilities"**). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the **"Transfer"**), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the

Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

CHLOE
Colour Scheme Addendum

SL: 8
Suite: 209

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and YANG, YIHAN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated DEC 18, 2023 with respect to the purchase and sale of Strata Lot # 8 (the "**Strata Lot**") (Suite # 209) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on DEC 18, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 8
Suite: 209

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18TH day of DECEMBER, 20 23.

Witness	Purchaser's Signature	YANG, YIHAN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this __ day of _____, 20 23.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 8
Suite: 209

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And YANG, YIHAN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated DEC 18, 2023 with respect to the purchase and sale of Strata Lot # 8 (the "**Strata Lot**") (Suite # 209) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on DEC 18, 20 23, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and Buyer hereby agree to the following:

The following additional items are to be included, at a discount price o[redacted]

1. Wolf Steam Oven
2. Half height wine fridge

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 8
Suite: 209

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 18th day of DEC, 20 23.

Witness	Purchaser's Signature	YANG, YIHAN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this _____ day of _____, 20 ____.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of YANG, YIHAN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 8
Suite: 209

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 8 (the "**Strata Lot**") (Suite # 209) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 18TH day of DECEMBER, 2023.

Witness	Purchaser's Signature	YANG, YIHAN Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of YANG, YIHAN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, YANG, YIHAN (the "Purchaser") of Suite # 209 / strata lot # 8 in the development known as Chloé hereby acknowledge having received on the 18TH day of DECEMBER, 2023, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: _____, 2023.

(Purchaser)

(Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of YANG, YIHAN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, YANG, YIHAN (the "Purchaser") of Suite # 209 / strata lot # 8 in the development known as Chloé hereby acknowledge having received on the 18TH day of DECEMBER, 2023, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: _____, 2023.

(Purchaser)

(Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of YANG, YIHAN **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

YY	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, YANG, YIHAN (the "Purchaser") of Suite # 209 / strata lot # 8 in the development known as Chloé hereby acknowledge having received on the 18TH day of DECEMBER, 2023, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: _____, 2023.

(Purchaser)

(Purchaser)

SL No. 2 Suite No. 202

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Xiangjun Wang

Occupation: self-employed

Address: 6899 Angus dr

City: Vancouver

Province: BC **Postal Code:** V6P 5J4

Tel: (778) 908-1135 **Cell:**

Email: shawnwang6899@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Nov 12, 1964

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 2 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 202, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $[redacted]

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: $[redacted]

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: $[redacted]

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): $[redacted]

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

INITIALS

Purchaser	Purchaser	Vendor

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 24 day of June, 2021.

Witness — *Purchaser*: Xiangjun Wang (Seal)

Witness — *Purchaser*: (Seal)

This Offer to Purchase is accepted by the Vendor this 24 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

INITIALS

Purchaser | Purchaser | Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser

Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

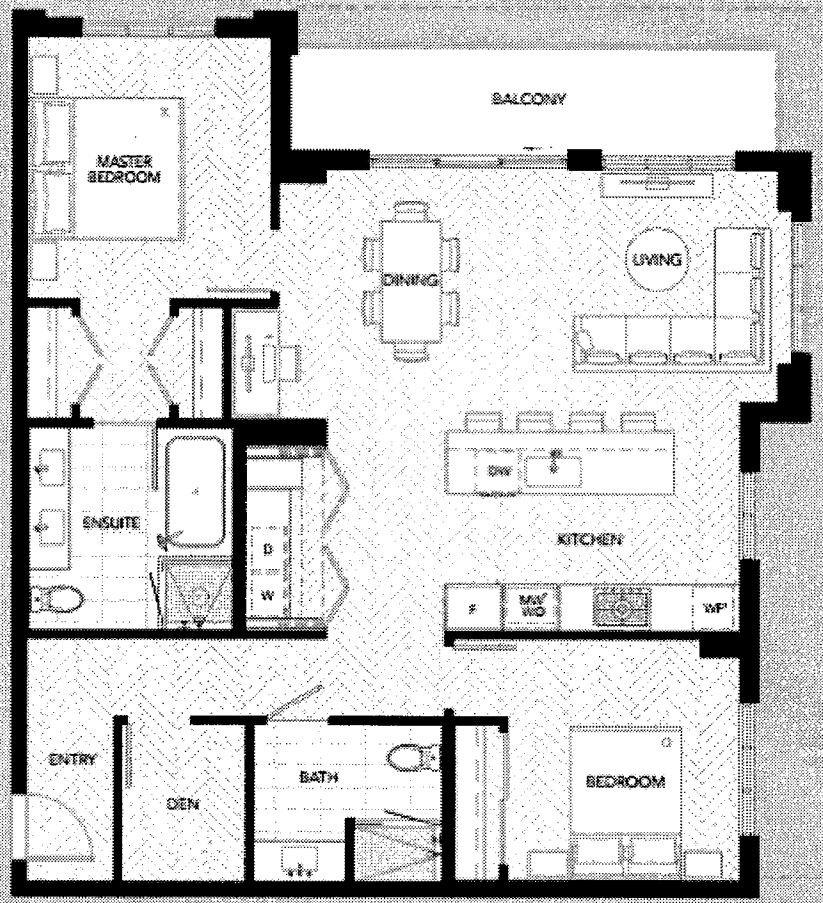
CHLOÉ

KERRISDALE

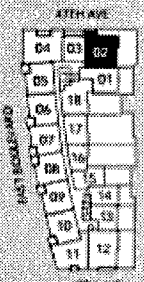
PLAN C1

2 Bedroom + Den

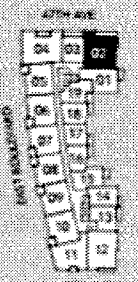
Interior: 1,222 sf
Exterior: 108-829 sf
Total: 1,330-2,051 sf



EXTENT OF TERRACE @ LEVEL 02



LEVEL 2



LEVEL 3

NORTH

WP *Cabinet can be upgraded to under counter Wine Fridge.

MW MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Xiangjun Wang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 24, 2021 with respect to the purchase and sale of Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 24, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☒ **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 24 day of June, 20 21.

Witness	Purchaser's Signature	Xiangjun Wang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Xiangjun Wang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 24, 2021 with respect to the purchase and sale of Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 24, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s):

- ☒ **Gaggenau 24" 1/2 Height Wine Fridge**
- ☐ **Gaggenau 24" Full Height Wine Storage**
- ☒ **Gaggenau 30" Combi Steam Oven**
- ☐ **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 24 day of June, 20 21.

Witness	Purchaser's Signature	Xiangjun Wang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24 day of June, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Xiang Jun Wang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 24, 2021 with respect to the purchase and sale of Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on June 24, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor and Purchaser hereby acknowledges that the correct spelling of the Purchaser's name is "Xiang Jun Wang" and not "Xiangjun Wang". This change is to correct the spelling and match with the identification provided.

王 军 YU

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 09 day of August, 20 21.

Witness	Purchaser's Signature	Purchaser's Name
	王向军	Xiang Jun Wang
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Xiangjun Wang **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

XW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 24 day of June, 2021.

Witness	Purchaser's Signature	Xiangjun Wang Print Name
Witness	Purchaser's Signature	Print Name

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Xiangjun Wang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated June 24, 2021 with respect to the purchase and sale of Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
XJ	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 24 day of June, 2021.

Witness	Purchaser's Signature	Xiangjun Wang Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

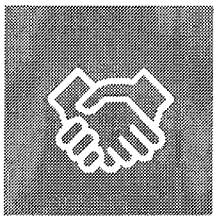
DATED this 24 day of June, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory



Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

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

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

As a non-client

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

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

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

June 24, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

Xiangjun Wang
Name (optional)

Initials (optional)

June 24, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

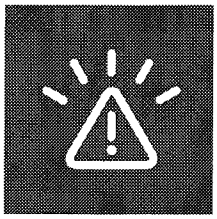
(rev 9/2019)

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*



Not a Client? Know the Risks

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

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(rev 9/2019)

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

June 24, 2021
Date

202 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Xiangjun Wang
Name (optional)

Initials (optional)

June 24, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

Opt Out

2a) The REALTOR® to whom you are giving this consent (or their brokerage) may communicate with you in the future to determine whether you require additional real estate services. ☐☐

2b) The REALTOR® to whom you are giving this consent (or their brokerage) may communicate with you to provide information about other products or services that mayinterest you. ☐☐

2c) Other REALTORS® may communicate with you to determine if you require additional real estate services. ☐☐

2d) The boards, and other REALTORS® or their brokerage (and survey firms on their behalf) may communicate with you to participate in surveys. ☐☐

(Initials)

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

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

ACKNOWLEDGEMENT

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

Xiangjun Wang
PRINT NAME

SIGNATURE

June 24, 2021
DATE

PRINT NAME

SIGNATURE

DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 2
Suite: 202

DEPOSIT RECEIPT

☒ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Xiang Jun Wang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated June 24, 2021 with respect to the purchase and sale of Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 24 day of June, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ _____ by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD Bank

Xiang Jun Wang.
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

[redacted]

Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

202 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: June 24, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: [redacted] **Currency of Funds Received:** CAD

Date of receipt of funds: June 24, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): Deposit for purchase

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** .....

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: .....

Account 1: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 2: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 3: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 4: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 5: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: .....
.....

Date on which above measures taken .....

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: .....
.....

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
The REALTOR® trademark is controlled by CREA. © 2014-2019.

CHLOE
Deposit Receipt

SL: 2
Suite: 202

CHLOÉ

KERRISDALE

DEPOSIT RECEIPT

☐ INITIAL ☐ FIRST ☒ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Xiang Jun Wang (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated June 24, 2021 with respect to the purchase and sale of Strata Lot # 2 (the "**Strata Lot**") (Suite # 202) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 22 day of September, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ [redacted] by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank TD Bank

Xiang Jun Wang
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct

[redacted]

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
202 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date Information Verified/Credit File Consulted: Jun 24, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Xiangjun Wang
2. Address:
6899 Angus dr Vancouver BC V6P 5J4
3. Date of Birth: November 12, 1964
4. Nature of Principal Business or Occupation: self-employed

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Driver's Licence
2. Document Identifier Number: [redacted] (to view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
3. Issuing Jurisdiction: BC (Province, Territory, Foreign Jurisdiction or "Canada") **Country:** Canada
4. Document Expiry Date: [redacted] (must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: .....

Date on which above measures taken: .....

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: .....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

.....

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....

7. Relationship between third party and client: .....

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: .....

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

.....

.....

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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SL No. _25____ Suite No. _309____

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: _____

JIANG, XUELIAN

Occupation: _____

Address: 16945 BAYVIEW AVE

City: NEWMARKET

Province: ON **Postal Code:** L3Y 4X2

Tel: 4375180702 **Cell:** _____

Email: lydiajiang79@163.com

Country of Residency: Canada ☒ **Other:** _____

Date of Birth: MAY 1, 1979

Full Name: _____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. ___25____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __309_____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 032-299-729 Strata Lot 25 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 10% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $[redacted]

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

INITIALS

Purchaser	Purchaser	Vendor
for		

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1.05 The Purchaser represents, warrants and certifies to the Vendor that ***[initial one only]***:

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this __24th___ day of _____January_____, 20_25__.

Seal

INITIALS

Purchaser | Purchaser | Vendor

SL No. 25 Suite No. 309

Witness *Purchaser*:

Witness *Purchaser*:

This Offer to Purchase is accepted by the Vendor this 24th day of January, 2025.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

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Purchaser | Purchaser | Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser

Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser

Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

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Purchaser | Purchaser | Vendor

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For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following

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Purchaser	Purchaser	Vendor

business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and

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Purchaser	Purchaser	Vendor

floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser

Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with

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the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

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Purchaser	Purchaser	Vendor

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

INITIALS		
Purchaser	Purchaser	Vendor

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other

INITIALS

Purchaser	Purchaser	Vendor

construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

INITIALS

Purchaser	Purchaser	Vendor

and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money*

INITIALS		
Purchaser	Purchaser	Vendor

Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser | Purchaser | Vendor

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

INITIALS

Purchaser	Purchaser	Vendor

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 25
Suite: 309

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And JIANG, XUELIAN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 24, 2025 with respect to the purchase and sale of Strata Lot # 25 (the "**Strata Lot**") (Suite # 309) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: 032-299-729 STRATA LOT 25 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 24, 20 25, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of [redacted] (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 25
Suite: 309

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 24th day of January, 20 25.

Witness	Purchaser's Signature	JIANG, XUELIAN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24th day of January, 20 25.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1250334 B.C. LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

S/W	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 27 (the "**Strata Lot**") (Suite # 309) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 10 day of August, 2021.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Print Name
Witness	Purchaser's Signature	Print Name

SL No. 27 Suite No. 309

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: 1250334 B.C. LTD.

Occupation: Business Owner

Address: 3857 W 24th Ave

City: Vancouver

Province: BC **Postal Code:** V6S 1L8

Tel: (604) 721-7998 **Cell:**

Email: 13901185359@139.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Feb 11, 1974

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 27 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 309, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): [redacted]

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: [redacted]

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: [redacted]

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): [redacted]

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor
SW		

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

S/W YU

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 10 day of August, 2021.

Witness	*Purchaser*: 1250334 B.C. LTD. Per: Liwei Sun (Seal)
Witness	*Purchaser*: (Seal)

This Offer to Purchase is accepted by the Vendor this 10 day of August, 2021.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

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S/W Purchaser	Purchaser	Vendor YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

SW Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

SW Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

S/W Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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Purchaser	Purchaser	Vendor
SW		

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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SW Purchaser	Purchaser	Vendor

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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S/W Purchaser	Purchaser	Vendor

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

SW Purchaser	Purchaser	Vendor

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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor
SW		YU

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor
SW		YU

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And 1250334 B.C. LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 23, 2021 with respect to the purchase and sale of Strata Lot # 27 (the "**Strata Lot**") (Suite # 309) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
SW	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of August, 2021.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and 1250334 B.C. LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 23, 2021 with respect to the purchase and sale of Strata Lot # 27 (the "**Strata Lot**") (Suite # 309) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 23, 20 21, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☒ **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 10 day of August, 20 21.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 10 day of August, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

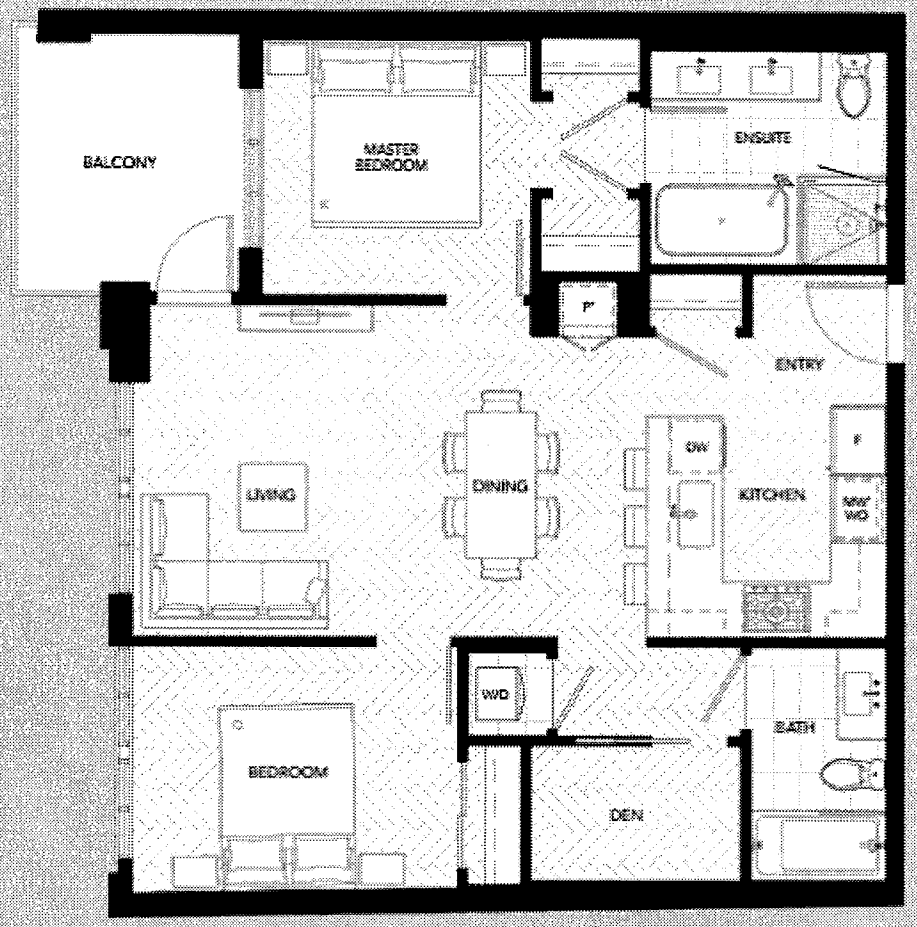
CHLOÉ

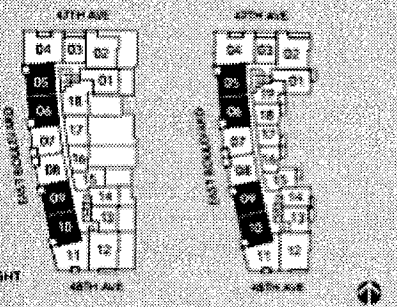
KERRISDALE

PLAN C

2 Bedroom + Den

Interior:	932 sf
Exterior:	86 sf
Total:	1,018 sf





P *PANTRY CAN BE UPGRADED TO FULL HEIGHT WINE FRIDGE

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

LEVEL 2 LEVEL 3 NORTH

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

GUARANTEE OF OFFER TO PURCHASE AND AGREEMENT OF SALE

Vendor: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Purchaser: 1250334 B.C. LTD.

Guarantor:

Name:	Liwei Sun	Name:	
Address:	3857 W 24th	Address:	
SIN or ID#:		SIN or ID#:	
Tel. (H):		Tel. (H):	
Tel. (C):		Tel. (C):	
E-Mail:		E-Mail:	
Occupation / Principal Business		Occupation / Principal Business	
Country of Residence	Canada	Country of Residence	

Agreement: The Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser dated July 23, 2021 (the "**Agreement**") with respect to the purchase and sale of Strata Lot # 27 (the "**Strata Lot**") (Suite # 309) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

WHEREAS:

A. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Strata Lot on the terms and conditions set out in the Agreement, a true copy of which has been received and reviewed by the Guarantor; and

B. In order to induce the Vendor to enter into the Agreement with the Purchaser, the Guarantor has agreed to provide the following guarantee on the terms and conditions set forth herein.

WITNESS in consideration of the premises and the sum of $1.00 and other good and valuable consideration now paid by the Vendor to the Guarantor (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants under to seal and makes the following guarantee and agreement (the "**Guarantee**") with and in favour of the Vendor:

1. In this Guarantee, "**Guaranteed Obligations**" means the Purchaser's obligations to:

   (a) pay the Deposit under the Agreement;
   (b) pay the Purchase Price under the Agreement;
   (c) pay any other monies due to the Vendor under the Agreement; and
   (d) perform and satisfy all other obligations of the Purchaser under the Agreement which are not obligations to pay monies to the Vendor.

2. The Guarantor hereby agrees with the Vendor that it will:

(a) promptly and completely observe or perform all Guaranteed Obligations;
(b) execute and deliver and provide the Vendor with any information required pursuant to Section 12 and 13 (Requirements under REDMA respecting Assignments and Assignment) of the Agreement or as otherwise required by the Vendor in accordance with applicable laws; and
(c) indemnify and save harmless the Vendor from any claims arising out of any failure by the Purchaser to perform the Guaranteed Obligations.

3. This Guarantee is absolute and unconditional and the obligations of the Guarantor will not be released, discharged, mitigated, impaired, or affected by:

(a) any waiver by or failure of the Vendor to enforce any of the terms, covenants, and conditions contained in the Agreement;
(b) any assignment of the Agreement by the Purchaser or by any trustee, receiver, or liquidator of the Purchaser; or
(c) any consent which the Vendor gives to any assignment.

4. The Guarantor hereby expressly waives notice of non-performance or non-observance on the part of the Purchaser of the terms, covenants, and conditions contained in this Guarantee.

5. In the event of a default by the Purchaser under the Agreement, the Guarantor waives any right to require the Vendor to:

(a) proceed against the Purchaser or pursue any rights or remedies against the Purchaser with respect to the Agreement; or
(b) proceed against or exhaust any other security of the Purchaser held by the Vendor.

6. The Guarantor acknowledges and agrees that the Guarantor has been provided with a true copy of the Agreement and was afforded a reasonable opportunity to read the Agreement.

7. Without limiting the generality of the foregoing, the liability of the Guarantor under this Guarantee is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Purchaser in any receivership, bankruptcy, winding-up, or any other insolvency or bankruptcy proceedings.

8. No action or proceedings brought or instituted under this Guarantee and no recovery in pursuance thereof will be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default hereunder or in the performance and observance of the Guaranteed Obligations.

9. No modification of this Guarantee will be effective unless the same is in writing and is executed by both the Guarantor and the Vendor.

10. Any terms not otherwise defined herein will have the meanings as set out in the Agreement.

11. All of the terms, covenants, and conditions of this Guarantee extend to and are binding upon the Guarantor, its successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Vendor, its successors and assigns, as the case may be.

12. Wherever in this Guarantee reference is made to either the Vendor or the Purchaser, the reference is deemed to apply also to the respective successors and assigns, respectively, of the Vendor and the Purchaser, as the case may be.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 27
Suite: 309

This Guarantee may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution.

IN WITNESS WHEREOF the parties have executed this Guarantee as of the day and year first above written.

DATED this 10 day of August, 2021.

Witness' Signature	Guarantor's Signature (seal)	Liwei Sun Guarantor's Name
Witness' Name	Guarantor's Signature (seal)	Guarantor's Name

DATED this 10 day of August, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Strata Lot No.: 28

Suite No.: 310

CHLOÉ

KERRISDALE

AMENDMENT TO CONTRACT OF PURCHASE AND SALE
(MUTUAL TERMINATION AND RELEASE)

THIS AMENDMENT is made as of July 24, 2021

BETWEEN:

LIGHTSTONE DEVELOPMETN LTD. and **1076255 B.C. LTD.**

(the "**Seller**")

AND:

1250334 B.C. Ltd.

(the "**Buyer**")

WHEREAS:

A. By a contract of purchase and sale executed by the Buyer on July 14, 2021 and by the Seller on July 14, 2021 as amended from time to time (collectively, the "**Purchase Agreement**" the Buyer agreed to purchase from the Seller proposed Strata Lot 28 Unit 310 (the "**Original Strata Lot**") in the Seller's development (the "**Development**") known as "CHLOE" to be constructed on a portion of the lands (the "Lands") located at 2096 West 47th Avenue, Vancouver, British Columbia.

B. The Buyer no longer wishes to purchase the Original Strata Lot and, instead, wishes to purchase Strata Lot 27 Unit 309 (the "**New Strata Lot**") in the Development; and

C. The parties have agreed to enter into a new contract of purchase and sale (the "**New Agreement**") in respect of the New Strata Lot and wish to confirm that, upon the expiry of the seven (7) day statutory rescission period (the "**Rescission Period**") in respect of the New Agreement, the Original Agreement will be terminated and neither party will have any further rights or obligations whatsoever under the Original Agreement.

NOW THEREFORE in consideration of the sum of one dollar ($1.00) now paid by each party to the other, the mutual promises contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Upon the expiry of the Rescission Period, but subject to Section 2 below, the Seller and the Buyer do hereby fully release and discharge each other and their respective heirs, administrators, executors, legal representatives, officers, directors, shareholders, employees, agents, successors and assigns, as applicable, of and from any and all actions, causes of action, liabilities, claims, demands, suits, debts, dues, accounts, costs and legal costs, whether at law or in equity, which exist or can, will or may arise in connection with the Original Agreement and the Original Strata Lot and further agree

that, from and after the expiry of the Rescission Period, the Original Agreement is terminated and is null and void and of no force or effect and neither the Seller nor the Buyer will be bound by any obligation, covenant or proviso contained in the Original Agreement.

2. For greater certainty, the Seller and the Buyer acknowledge and agree that, notwithstanding Section 1 of this Amendment, if the Buyer exercises its right of rescission in respect of the New Agreement and the New Strata Lot prior to the expiry of the Rescission Period, the release and termination set out in Section 1 of this Amendment will be null and void and of no force or effect and the Original Agreement will remain in full force and effect and each of the Seller and the Buyer will be bound thereby to perform their respective obligations thereunder.

3. The Seller and the Buyer agree that, if the Original Agreement is terminated pursuant to Section 1 of this Amendment, the deposit in the amount of $ 0 paid by the Buyer pursuant to the Original Agreement will be assigned to the Seller on account of a portion of the deposit payable under the New Agreement, the parties hereby release the Seller's solicitors from any obligation to hold such deposit pursuant to the Original Agreement and hereby irrevocably authorize and direct the Seller's solicitors to hold the deposit in accordance with the terms of the New Agreement and the Buyer will forthwith pay to the Seller's Solicitors (as defined in the New Agreement) any shortfall in the deposit then payable pursuant to the New Agreement. The Buyer acknowledges and agrees that, to the extent any deposit or portion thereof paid by the Buyer pursuant to the Original Agreement or the New Agreement has been or is released to the Seller pursuant to the deposit insurance protection arrangements made by the Seller, such deposit or portion thereof will not be held by the Seller's solicitors.

4. This Amendment is binding on the Seller and the Buyer and their respective heirs, executors, administrators, legal representatives, officers, directors, shareholders, employees, agents, successors and assigns, as applicable.

5. The parties will execute and deliver all such further and other documents and assurances as may be necessary to evidence the terms hereof.

6. This Amendment may be executed and delivered by fax and in counterparts with the same effect as if the parties had each originally executed and delivered the same document.

Strata Lot No.: 28

Suite No.: 310

IN WITNESS WHEREOF the Seller and the Buyer have executed this Amendment as of the day and year first above written.

LIGHTSTONE DEVELOPMENT LTD.
and **1076255 B.C. LTD.**

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SIGNED, SEALED AND DELIVERED in the presence of:

_____
Signature

_____
Print Name

_____
Address

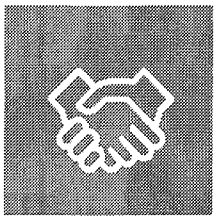
_____
Occupation
(witness as to all signatures)

_____
PURCHASER SIGNATURE

Liwei Sun
Print Name:

_____
PURCHASER SIGNATURE

_____
Print Name:



Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

☑ **Loyalty.** They will act only in your best interests.

☑ **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.

☑ **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.

☑ **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

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

As a non-client

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

☒ **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.

☒ **No duty of full disclosure.** They do not have a duty to give you all relevant information.

☒ **No duty to avoid conflicts.** They are not acting in your interests.

☒ **No confidentiality.** They must share any information you tell them with their clients in a transaction.

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

August 10, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

1250334 B.C. LTD.
Name (optional)

S/W
Initials (optional)

August 10, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

Not a Client? Know the Risks

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

August 10, 2021
Date

309 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

1250334 B.C. LTD.
Name (optional)

S/W
Initials (optional)

August 10, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

(Initials)

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

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

ACKNOWLEDGEMENT

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

1250334 B.C. LTD.
PRINT NAME

Per: Liwei Sun
SIGNATURE

August 10, 2021
DATE

PRINT NAME

SIGNATURE

DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

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

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Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

309 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: August 11, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: [redacted] **Currency of Funds Received:** CAD

Date of receipt of funds: August 10, 2021

Type of funds received:

☒ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☐ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): Initial and First Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
The REALTOR® trademark is controlled by CREA. © 2014-2019.

D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** .....

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: .....

Account 1: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 2: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 3: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 4: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 5: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: .....
.....

Date on which above measures taken .....

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: .....
.....

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
The REALTOR® trademark is controlled by CREA. © 2014-2019.

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Incorporation Application

FORM 1
BUSINESS CORPORATIONS ACT
Section 10

FILING DETAILS:	*Incorporation Application for:* **1250334 B.C. LTD.**
	Incorporation Number: **BC1250334**
Filed Date and Time:	**May 14, 2020 04:50 PM Pacific Time**
Recognition Date and Time:	**Incorporated on May 14, 2020 04:50 PM Pacific Time**

INCORPORATION APPLICATION

Name Reservation Number:
N/A

Name Reserved:
The company is to be incorporated with a name created by adding "B.C. LTD" after the incorporation number.

INCORPORATION EFFECTIVE DATE:

The incorporation is to take effect at the time that this application is filed with the Registrar.

INCORPORATOR INFORMATION

Corporation or Firm Name:
VANGUARD LAW GROUP LAW CORPORATION

Mailing Address:
UNIT 950 1140 WEST PENDER STREET
VANCOUVER BC V6E 4G1
CANADA

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Cover Sheet

UNA YI
1250334 B.C. LTD.
UNIT 950 1140 WEST PENDER STREET
VANCOUVER BC V6E 4G1

Confirmation of Service

Form Filed:	Incorporation Application
Date and Time of Filing:	May 14, 2020 04:50 PM Pacific Time
Incorporation Effective Date:	The incorporation is to take effect at the time that this application is filed with the Registrar.
Recognition Date and Time:	Incorporated May 14, 2020 04:50 PM Pacific Time
Name of Company:	1250334 B.C. LTD.
Incorporation Number:	**BC1250334**

A federal Business Number has been assigned to this company as noted below. [IMPORTANT: KEEP THIS FOR YOUR COMPANY RECORDS]

Business Number: **734534670BC0001**

For assistance or additional information regarding the Business Number, contact Canada Revenue Agency at 1-800-959-5525 from 8:15 a.m. to 8:00 p.m., Monday through Friday, excluding statutory holidays.

This package contains:

- Copy of the Incorporation Application
-
-

Check your documents carefully to ensure there are no errors or omissions. If errors or omissions are discovered, please contact the Corporate Registry for instructions on how to correct the errors or omissions.

COMPLETING PARTY

Last Name, First Name, Middle Name:
YI, UNA

Mailing Address:
UNIT 950 1140 WEST PENDER STREET
VANCOUVER BC V6E 4G1
CANADA

Completing Party Statement

I, UNA YI, the completing party, have examined the articles and the incorporation agreement applicable to the company that is to be incorporated by the filing of the Incorporation Application and confirm that:

a) the Articles and the Incorporation Agreement both contain a signature line for each person identified as an incorporator in the Incorporation Application with the name of that person set out legibly under the signature lines,

b) an original signature has been placed on each of those signature lines, and

c) I have no reason to believe that the signature placed on a signature line is not the signature of the person whose name is set out under that signature line.

NOTICE OF ARTICLES

Name of Company:
1250334 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
SUN, WEI

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Last Name, First Name, Middle Name:
SUN, LIWEI

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

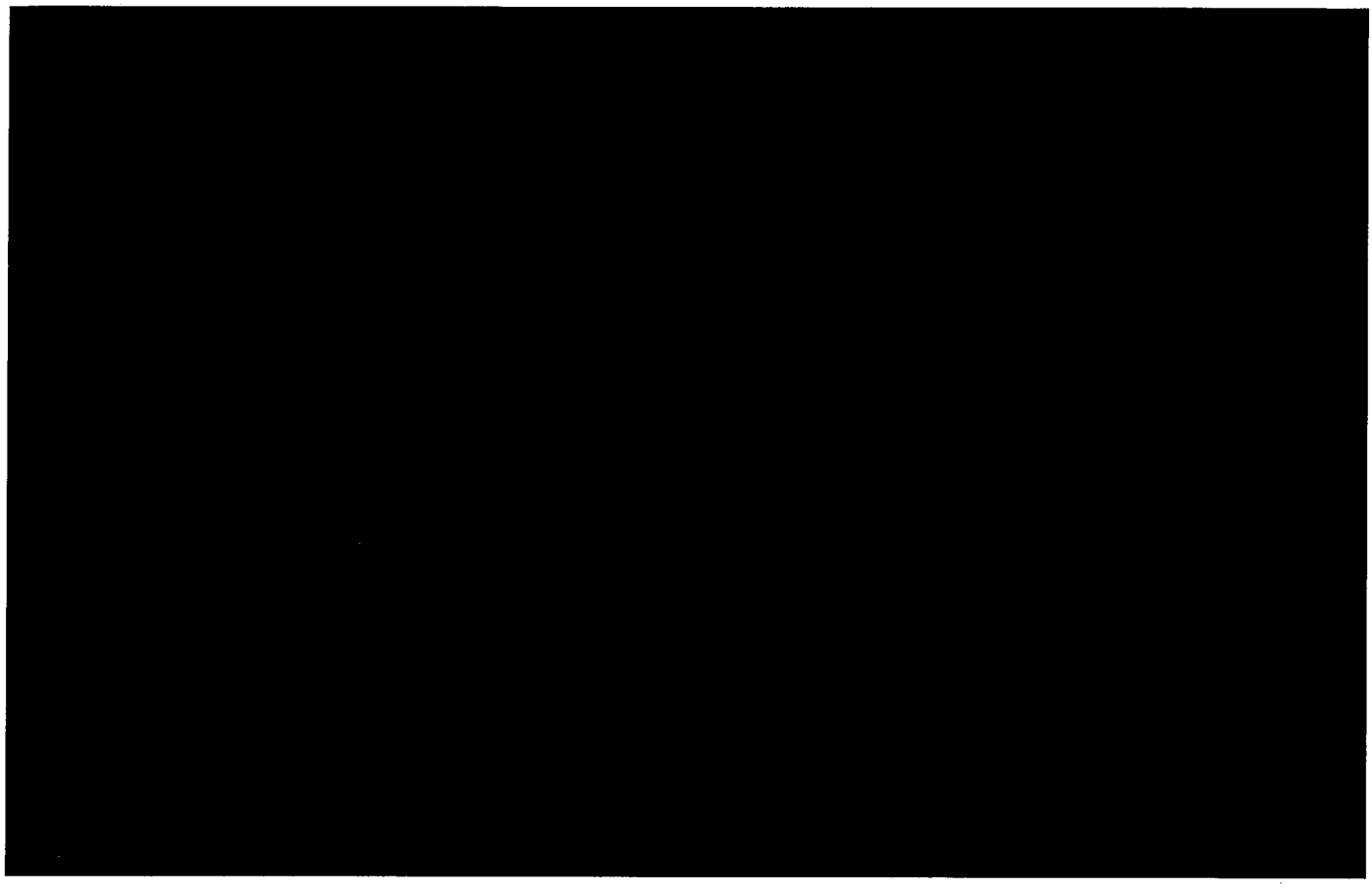
AUTHORIZED SHARE STRUCTURE

1.	No Maximum	COMMON Shares	Without Par Value Without Special Rights or Restrictions attached

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

[redacted]



Corporation/Entity Identification Information Record

NOTE: A Corporation/Entity Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Corporation/Entity Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and

(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
309 - 2096 West 47th Avenue Vancouver, BC V6M 3Y7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date: Jul 23, 2021

A.1. Verification of Corporation

NOTE: Either section A.1 or A.2 must be completed for your corporate/entity clients or unrepresented entities that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented entity, complete section A.3 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime, or terrorist activity.

1. Name of Corporation: 1250334 B.C. LTD.
2. Corporate Address:
3857 W 24th Ave Vancouver BC V6S 1L8
3. Nature of Principal Business: Business Owner
4. Name of Directors:

5. Type of Verification Record:

6. Source of Verification record:
Records may be paper or electronic version. If record is in paper format or electronic database not accessible to public, a copy must be kept. If record is an electronic version in public database, a record of corporation's registration number and type and source of record (e.g. Corporation Canada's website) must be kept.

7. Registration number of corporation:
8. Attach a copy of corporate records showing authority to bind corporation regarding transaction:
(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

A.2. Verification of Other Entity *(if applicable)*

1. Name of other entity:
2. Address:
3. Nature of Principal Business:
4. Type of Verification Record:
5. Source of Record: Records may be paper or electronic version. If record is in paper format or electronic database not accessible to the public, a copy must be kept. If record is an electronic version in a public database, a record of corporation's registration number and type and source of record (e.g. Corporation Canada's website) must be kept.
6. Registration number:

REALTOR®
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Corporation/Entity Identification Information Record

A.3 Unrepresented Entity Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the existence of an unrepresented entity.

1. Measures taken to Confirm Existence *(check one):*

- ☐ Asked unrepresented entity for information to confirm their existence
- ☐ Other, explain: .....

Date on which above measures taken: .....

2. Reasons why measures were unsuccessful *(check one):*

- ☐ Unrepresented entity did not provide information
- ☐ Other, explain: .....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

- ☐ Yes
- ☒ No

Describe why you think your client may be acting on behalf a third party: .....

B.2 Third Party Record

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....
.....
6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....
.....
7. Relationship between third party and client: .....
.....

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Corporation/Entity Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Corporation or Entity

☐ Foreign Corporation or Entity that does not operate in a High Risk Country

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Corporation or Entity that operates in a High Risk Country

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Corporation/Entity Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Land for Commercial Use
- ☐ Commercial property
- ☒ Other, please specify: . Investment

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1 If the client is a corporation, ask if its name and address and name of its directors have changed and if they have include the updated information on page one. If the client is an entity other than a corporation, ask if its name, address and principal place of business has changed and if they have include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
309 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC. / Magnum
Date Information Verified/Credit File Consulted: Jul 23, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Liwei Sun
2. Address:
3857 W 24th Ave Vancouver BC V6S 1L8
3. Date of Birth: February 11, 1974
4. Nature of Principal Business or Occupation: Business Owner

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
2. Document Identifier Number: [redacted] (ew the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
3. Issuing Jurisdiction: Canada (Province, Territory, Foreign Jurisdiction or "Canada") **Country:** Canada
4. Document Expiry Date: [redacted] (must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: .....

.....

Date on which above measures taken: .....

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: .....

.....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:

.....

.....

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....

.....

6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....

.....

7. Relationship between third party and client: .....

.....

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☒ Other, please specify: Investment

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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CHLOÉ

KERRISDALE

THIRD PARTY IDENTIFICATION INFORMATION RECORD

This record should be used if:

a) you have identified an individual or corporation who is purchasing the unit on behalf of a third party; or
b) you have received funds (for example, for a deposit) that is from an account belonging to an individual or corporation that is not the purchaser.

Unit # 309/405/411 SL# 27/42/48 Date: August 10th, 2021

Address: 2094 W 43rd Ave, Vancouver BC, Canada, V6M 2C8

Sales Representative: Wilson Tsang PREC

Type of ID Document: Passport Document ID #: G58066624

Issuing Jurisdiction/Country: China Expiry Date: January 12, 2022

Full Legal Name: Hong Guo

Date of Birth: February 10, 1946

Current Address: N/A

Nature of Principal Occupation/Business: Homemaker

Relationship between third party and client: Mother

Penalties for Non-Compliance: Penalties are severe and can range up to 5 years in prison and fines to $2 million. The requirements are not to be taken lightly and are effective immediately. Our company does not make up the rules. Our office policy; however, has been for many years not to accept cash deposits in any amount.

CHLOE
Deposit Receipt

CHLOÉ

KERRISDALE

SL: 27 + 48
Suite: 309 + 411

DEPOSIT RECEIPT

☒ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And 1250334 B.C. LTD. (Linei Sun) (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Aug 10 / July 14, 2021 with respect to the purchase and sale of Strata Lot # 27 + 48 (the "**Strata Lot**") (Suite # 309 + 411) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-864 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 10 day of August, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ [redacted] by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Unit 309 SL27
Unit 411 SL48
[redacted]

Linei Sun
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

[redacted]

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1250334 B.C. LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1250334 B.C. LTD. (the "Purchaser") of Suite #309 / strata lot #27 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: _____, 202___.

_____ _____

(Purchaser) 1250334 B.C. LTD. Per: Liwei Sun (Purchaser)

Real Estate Development Marketing Act of British Columbia
SECOND AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ
SEYMOUR

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1250334 B.C. LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Second Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1250334 B.C. LTD. (the "Purchaser") of Suite # 309 / strata lot # 27 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Second Amendment to Disclosure Statement dated June 8, 2022.

Date: _____, 202___.

_____ _____

(Purchaser) 1250334 B.C. LTD. Per: Liwei Sun (Purchaser)

Real Estate Development Marketing Act of British Columbia
THIRD AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1250334 B.C. LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Third Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1250334 B.C. LTD. (the "Purchaser") of Suite # 309 / strata lot # 27 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Third Amendment to Disclosure Statement dated October 21, 2022.

Date: _____, 202___.

_____ _____

(Purchaser) 1250334 B.C. LTD. Per: Liwei Sun (Purchaser)

Real Estate Development Marketing Act of British Columbia
FOURTH AMENDMENT TO DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Date of Second Amendment:	June 8, 2022
Date of Third Amendment:	October 21, 2022
Date of Fourth Amendment:	February 27, 2024
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5
	*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1250334 B.C. LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ
KERRISDALE

Acknowledgement of Receipt of Fourth Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, 1250334 B.C. LTD. (the "Purchaser") of Strata Lot #27 / Suite #311 in the development known as Chloé hereby acknowledge having received on the ____ day of _____, 202__, and having had an opportunity to read a copy of the Fourth Amendment to Disclosure Statement dated February 27, 2024.

The Purchaser acknowledges and will notify their legal representative that their Strata Lot and Suite was formerly Strata Lot #27 / Suite #309 and has now been changed to Strata Lot #27 / Suite #311.

Purchaser	
Initials	

Date: _____, 202___.

_____ (Purchaser) 1250334 B.C. LTD. Per: Liwei Sun

_____ (Purchaser)

CHLOE
Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and Lightstone Development Ltd.
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: 686912366 INVESTMENT LTD.

Occupation: Real Estate Investor

Address: 6869 Frederick Avenue, Burnaby, B.C. V5J 3X8

Cell: 604-434-3028

Email: emmaliu6869@gmail.com

with a copy to sliu@triviumlaw.com

Country of Residency: Canada

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 34 (the "**Strata Lot**") with the approximate size of 1,227 sq/ft, shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 318, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884; Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 BASIC INFORMATION

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") i[redacted]

1.02 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.03 The Purchaser certifies to the Vendor that he/she/they is/are a resident of Canada under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See paragraph 4 of Schedule "A" attached hereto.

1.05 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

2. PURCHASE PRICE PAYMENT AND DEPOSIT

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to [redacted] (the "**Deposit**") by way of deposit to be paid by the Purchaser or the Purchaser's solicitor, Trivium Law, to Chen & Leung in trust for the Vendor by way of certified cheque, bank draft or solicitor's trust cheque; plus

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 6:00 p.m. (Pacific Standard Time) on the Completion Date, by way of certified cheque, bank draft or solicitor's certified trust cheque.

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Purchaser	Purchaser	Vendor

The Deposit will be dealt with as follows:

(c) subject only to subsections 2(d) to 2(f), the Deposit shall not be released to the Vendor or used by the Vendor in any way except with the explicit written consent of the Purchaser;

(d) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price;

(e) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser, without prejudice any other rights, remedy or claim the Purchaser may have against the Vendor, if the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(f) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 9th day of May, 2024.

_____	0869712366 INVESTMENT LTD. _____
Witness	*Purchaser*:
_____	_____
Witness	*Purchaser*:

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 20___.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____	Per: _____
Authorized Signatory	Authorized Signatory
Per: _____	Per: _____
Authorized Signatory	Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 9.1(b) hereof

(collectively the **"Permitted Encumbrances"**).

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the **"Disclosure Statement"**) and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

3.2 Without in any way limiting paragraph 11.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

3.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 3.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

3.4 If the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

3.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

3.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the **"Lien Holdback"**) will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the **"Land Title Office"**) in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the

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Purchaser	Purchaser	Vendor

"**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

4. COMPLETION, POSSESSION AND ADJUSTMENT DATES

4.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 6:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 30 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 15 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "City") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 4.1 and whether or not any delay described in this paragraph 4.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between May 10, 2024 and June 30, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

4.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 5 below.

4.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

4.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

5. GST.

5.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

6. REPRESENTATIONS/ENTIRE AGREEMENT

6.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

7. CONSTRUCTION

7.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 6.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

7.2 Notwithstanding paragraph 7.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 3% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 3% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 3%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.97 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 7.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

7.3 Subject to paragraph 8.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 9.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss,

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Purchaser	Purchaser	Vendor

cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

8. PRE-OCCUPANCY WALK THROUGH

8.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 8.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 10.

8.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

9. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

9.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the

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	Purchaser	Vendor

Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

9.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

9.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the **"Registered Owner"**), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the **"Beneficial Owner"**). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

10. ASSIGNMENT BY PURCHASER

10.1 Defined terms. In this paragraph 10, the following capitalized terms have the following meanings ascribed to them:

(a) **"assignment"** has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia);

(b) **"affiliated entity"** shall have the same meaning as an "affiliate" under the *Business Corporation Act* (British Columbia);

(c) **"developer"** means the Vendor; and

(d) **"this purchase agreement"** means this Agreement.

10.2 Assignment. The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement may be assigned to any other entities (a) with the written consent of the Vendor, or (b) any affiliated entities of the Purchaser without the consent of the Vendor, provided that:

(a) the Purchaser provides the Vendor with notice of such assignment and evidence to satisfy the Vendor that the assignee is affiliated entity of the Purchaser;

(b) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(c) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement.

(d) the Purchaser will, upon written request from the Vendor, provided to the developer information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

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Purchaser | Purchaser | Vendor

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

10.3 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 10 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11. MISCELLANEOUS

11.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 11.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 11.1(a) above or permit one or more further extensions pursuant to subparagraph 11.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 11.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 4.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

11.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

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11.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 11.2. The provisions set out in this paragraph 11.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

11.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

11.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

11.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 11.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

11.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

11.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

11.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the

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Purchaser	Purchaser	Vendor

exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

11.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

11.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

11.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

11.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

11.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

11.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

11.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

11.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime*

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Purchaser	Purchaser	Vendor

(Money Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor

SL No. 48 Suite No. 411

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: 1250334 B.C. LTD.

Occupation: Business Owner

Address: 3857 W 24th Ave

City: Vancouver

Province: BC **Postal Code:** V6S 1L8

Tel: (604) 721-7998 **Cell:**

Email: 13901185359@139.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Feb 11, 1974

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 48 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 411, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): [redacted]

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: [redacted]

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: [redacted]

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): [redacted]

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor
SW		

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to **"Clark Wilson LLP, 'in trust'"**. The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada). SW 李 YU

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the **"Offer"** and, upon acceptance, the **"Agreement"**) will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 14 day of July, 2021.

Witness	*Purchaser*: 1250334 B.C. LTD. Per: Liwei Sun
Witness	*Purchaser*:

This Offer to Purchase is accepted by the Vendor this 14 day of July, 2021.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

INITIALS

SW Purchaser	Purchaser	李 Vendor
		YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

SLW Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

SLW Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

INITIALS

Purchaser	Purchaser	Vendor
SW		

subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

Purchaser	Purchaser	Vendor
SW		

YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

SLW Purchaser	Purchaser	Vendor

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
SLW		YU

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

GUARANTEE OF OFFER TO PURCHASE AND AGREEMENT OF SALE

Vendor: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

Purchaser: 1250334 B.C. LTD.

Guarantor:				
	Name:		Name:	
	Address:	3857 W 24th	Address:	
	SIN or ID#:		SIN or ID#:	
	Tel. (H):		Tel. (H):	
	Tel. (C):		Tel. (C):	
	E-Mail:		E-Mail:	
	Occupation / Principal Business	Business Investment	Occupation / Principal Business	
	Country of Residence	Canada	Country of Residence	

Agreement: The Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser dated July 14, 2021 (the "**Agreement**") with respect to the purchase and sale of Strata Lot # 48 (the "**Strata Lot**") (Suite # 411) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

WHEREAS:

A. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Strata Lot on the terms and conditions set out in the Agreement, a true copy of which has been received and reviewed by the Guarantor; and

B. In order to induce the Vendor to enter into the Agreement with the Purchaser, the Guarantor has agreed to provide the following guarantee on the terms and conditions set forth herein.

WITNESS in consideration of the premises and the sum of $1.00 and other good and valuable consideration now paid by the Vendor to the Guarantor (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants under to seal and makes the following guarantee and agreement (the "**Guarantee**") with and in favour of the Vendor:

1. In this Guarantee, "**Guaranteed Obligations**" means the Purchaser's obligations to:

   (a) pay the Deposit under the Agreement;
   (b) pay the Purchase Price under the Agreement;
   (c) pay any other monies due to the Vendor under the Agreement; and
   (d) perform and satisfy all other obligations of the Purchaser under the Agreement which are not obligations to pay monies to the Vendor.

2. The Guarantor hereby agrees with the Vendor that it will:

(a) promptly and completely observe or perform all Guaranteed Obligations;
(b) execute and deliver and provide the Vendor with any information required pursuant to Section 12 and 13 (Requirements under REDMA respecting Assignments and Assignment) of the Agreement or as otherwise required by the Vendor in accordance with applicable laws; and
(c) indemnify and save harmless the Vendor from any claims arising out of any failure by the Purchaser to perform the Guaranteed Obligations.

3. This Guarantee is absolute and unconditional and the obligations of the Guarantor will not be released, discharged, mitigated, impaired, or affected by:

(a) any waiver by or failure of the Vendor to enforce any of the terms, covenants, and conditions contained in the Agreement;
(b) any assignment of the Agreement by the Purchaser or by any trustee, receiver, or liquidator of the Purchaser; or
(c) any consent which the Vendor gives to any assignment.

4. The Guarantor hereby expressly waives notice of non-performance or non-observance on the part of the Purchaser of the terms, covenants, and conditions contained in this Guarantee.

5. In the event of a default by the Purchaser under the Agreement, the Guarantor waives any right to require the Vendor to:

(a) proceed against the Purchaser or pursue any rights or remedies against the Purchaser with respect to the Agreement; or
(b) proceed against or exhaust any other security of the Purchaser held by the Vendor.

6. The Guarantor acknowledges and agrees that the Guarantor has been provided with a true copy of the Agreement and was afforded a reasonable opportunity to read the Agreement.

7. Without limiting the generality of the foregoing, the liability of the Guarantor under this Guarantee is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Purchaser in any receivership, bankruptcy, winding-up, or any other insolvency or bankruptcy proceedings.

8. No action or proceedings brought or instituted under this Guarantee and no recovery in pursuance thereof will be a bar or defence to any further action or proceeding which may be brought under this Guarantee by reason of any further default hereunder or in the performance and observance of the Guaranteed Obligations.

9. No modification of this Guarantee will be effective unless the same is in writing and is executed by both the Guarantor and the Vendor.

10. Any terms not otherwise defined herein will have the meanings as set out in the Agreement.

11. All of the terms, covenants, and conditions of this Guarantee extend to and are binding upon the Guarantor, its successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Vendor, its successors and assigns, as the case may be.

12. Wherever in this Guarantee reference is made to either the Vendor or the Purchaser, the reference is deemed to apply also to the respective successors and assigns, respectively, of the Vendor and the Purchaser, as the case may be.

[Remainder of page left intentionally blank – signature page follows]

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

This Guarantee may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution.

IN WITNESS WHEREOF the parties have executed this Guarantee as of the day and year first above written.

DATED this 14 day of July, 20 21.

Witness' Signature	Guarantor's Signature (seal)	Liwei Sun Guarantor's Name
Witness' Name	Guarantor's Signature (seal)	Guarantor's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ

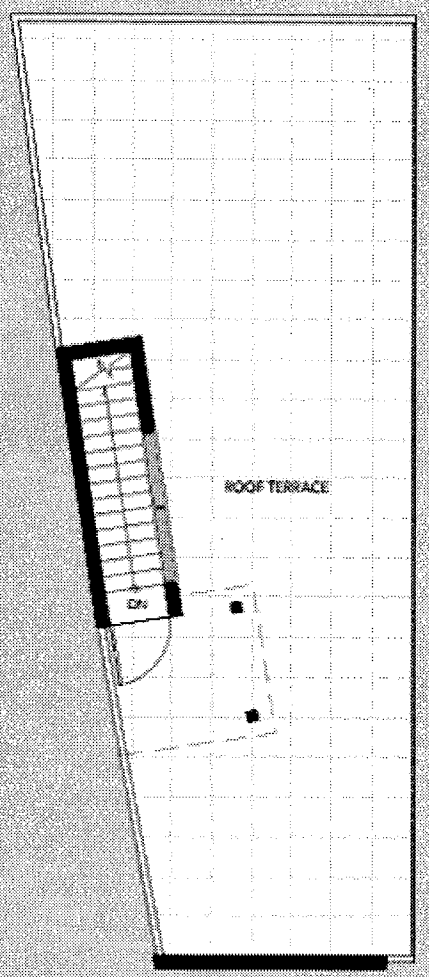
KERRISDALE

PLAN B1A

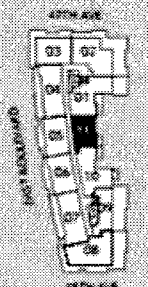
2 Bedroom

Interior:	780 sf
Balcony:	75 sf
Rooftop Terrace:	732 sf
Total:	1,587 sf

MAIN LEVEL



TERRACE LEVEL



LEVEL 4

NORTH

MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and 1250334 B.C. LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 48 (the "**Strata Lot**") (Suite # 411) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 14, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And 1250334 B.C. LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 48 (the "**Strata Lot**") (Suite # 411) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 14, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of [redacted] (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of 1250334 B.C. LTD. **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

slw	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 48 (the "**Strata Lot**") (Suite # 411) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 14 day of July, 2021.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Print Name
Witness	Purchaser's Signature	Print Name

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And 1250334 B.C. LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 48 (the "**Strata Lot**") (Suite # 411) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
SW	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 48
Suite: 411

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 2021.

Witness	Purchaser's Signature	1250334 B.C. LTD. Per: Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

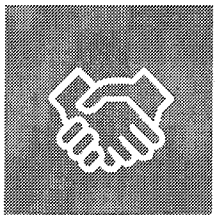
DATED this 14 day of July, 2021.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory



Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

☑ **Loyalty.** They will act only in your best interests.

☑ **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.

☑ **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.

☑ **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

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

As a non-client

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

☒ **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.

☒ **No duty of full disclosure.** They do not have a duty to give you all relevant information.

☒ **No duty to avoid conflicts.** They are not acting in your interests.

☒ **No confidentiality.** They must share any information you tell them with their clients in a transaction.

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 14, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

1250334 B.C. LTD.
Name (optional)

SW
Initials (optional)

July 14, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

Not a Client? Know the Risks

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 14, 2021
Date

411 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

1250334 B.C. LTD.
Name (optional)

SW
Initials (optional)

July 14, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

Opt Out

2a) The REALTOR® to whom you are giving this consent (or their brokerage) may communicate with you in the future to determine whether you require additional real estate services. ☐

2b) The REALTOR® to whom you are giving this consent (or their brokerage) may communicate with you to provide information about other products or services that mayinterest you. ☐

2c) Other REALTORS® may communicate with you to determine if you require additional real estate services. ☐

2d) The boards, and other REALTORS® or their brokerage (and survey firms on their behalf) may communicate with you to participate in surveys. ☐

(Initials)

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

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

ACKNOWLEDGEMENT

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

1250334 B.C. LTD.
PRINT NAME

Per: Liwei Sun
SIGNATURE

July 14, 2021
DATE

PRINT NAME

SIGNATURE

DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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CHLOE
Deposit Receipt

CHLOÉ
KERRISDALE

SL: 27 + 48
Suite: 309 + 411

DEPOSIT RECEIPT

☒ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And 1250334 B.C. LTD. (Linei Sun) (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated Aug 10 / July 14, 2021 with respect to the purchase and sale of Strata Lot # 27 + 48 (the "**Strata Lot**") (Suite # 309 + 411) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 10 day of August, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ [redacted] by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accep and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Unit 309 SL27
Unit 411 SL48

[redacted]

Linei Sun
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

[redacted]

Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

411 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: August 11, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: [redacted] **Currency of Funds Received:** CAD

Date of receipt of funds: August 10, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): Initial and First Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** .....

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: .....

Account 1: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 2: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 3: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 4: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 5: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: .....
.....

Date on which above measures taken .....

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: .....
.....

REALTOR®

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
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Corporation/Entity Identification Information Record

NOTE: A Corporation/Entity Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act.* This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Corporation/Entity Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and

(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
411 - 2096 West 47th Avenue Vancouver, BC V6M 3Y7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date: Jul 14, 2021

A.1. Verification of Corporation

NOTE: Either section A.1 or A.2 must be completed for your corporate/entity clients or unrepresented entities that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented entity, complete section A.3 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime, or terrorist activity.

1. Name of Corporation: 1250334 B.C. LTD.
2. Corporate Address:
3857 W 24th Ave Vancouver BC V6S 1L8
3. Nature of Principal Business: Business Owner
4. Name of Directors:
Wei Sun

5. Type of Verification Record:
Incorporation Application & Notice of Article
6. Source of Verification record:
Records may be paper or electronic version. If record is in paper format or electronic database not accessible to public, a copy must be kept. If record is an electronic version in public database, a record of corporation's registration number and type and source of record (e.g. Corporation Canada's website) must be kept
7. Registration number of corporation:
8. Attach a copy of corporate records showing authority to bind corporation regarding transaction:
(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

A.2. Verification of Other Entity *(if applicable)*

1. Name of other entity:
2. Address:
3. Nature of Principal Business:
4. Type of Verification Record:
5. Source of Record: Records may be paper or electronic version. If record is in paper format or electronic database not accessible to the public, a copy must be kept. If record is an electronic version in a public database, a record of corporation's registration number and type and source of record (e.g. Corporation Canada's website) must be kept.
6. Registration number:

REALTOR®
This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of *Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Regulations.*
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Corporation/Entity Identification Information Record

A.3 Unrepresented Entity Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the existence of an unrepresented entity.

1. Measures taken to Confirm Existence *(check one):*

- ☐ Asked unrepresented entity for information to confirm their existence
- ☐ Other, explain: .....

Date on which above measures taken: .....

2. Reasons why measures were unsuccessful *(check one):*

- ☐ Unrepresented entity did not provide information
- ☐ Other, explain: .....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

- ☐ Yes
- ☒ No

Describe why you think your client may be acting on behalf a third party: .....

B.2 Third Party Record

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....
6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....
7. Relationship between third party and client: .....

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Corporation/Entity Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Corporation or Entity

☐ Foreign Corporation or Entity that does not operate in a High Risk Country

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Corporation or Entity that operates in a High Risk Country

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Corporation/Entity Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Land for Commercial Use
- ☐ Commercial property
- ☒ Other, please specify: . Business investment. . . . . .

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

. . . . . .

. . . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1 If the client is a corporation, ask if its name and address and name of its directors have changed and if they have include the updated information on page one. If the client is an entity other than a corporation, ask if its name, address and principal place of business has changed and if they have include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
411 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC. / Magnum
Date Information Verified/Credit File Consulted: Jul 14, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Liwei Sun
2. Address:
3857 W 24th Ave Vancouver BC V6S 1L8
3. Date of Birth: February 11, 1974
4. Nature of Principal Business or Occupation: Business Owner

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
(if you do not view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
2. Document Identifier Number: [redacted]
3. Issuing Jurisdiction: Canada (province, territory, Foreign Jurisdiction or "Canada") **Country:** Canada
4. Document Expiry Date: [redacted] (must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: .....
.....
Date on which above measures taken: .....

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: .....
.....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:
.....
.....

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....
.....
6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....
.....
7. Relationship between third party and client: .....
.....

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☐ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☒ Other, please specify: Business investment

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

REALTOR®

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BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Incorporation Application

FORM 1
BUSINESS CORPORATIONS ACT
Section 10

FILING DETAILS:	*Incorporation Application for:* **1250334 B.C. LTD.**
	Incorporation Number: **BC1250334**
Filed Date and Time:	**May 14, 2020 04:50 PM Pacific Time**
Recognition Date and Time:	**Incorporated on May 14, 2020 04:50 PM Pacific Time**

INCORPORATION APPLICATION

Name Reservation Number:
N/A

Name Reserved:
The company is to be incorporated with a name created by adding "B.C. LTD" after the incorporation number.

INCORPORATION EFFECTIVE DATE:

The incorporation is to take effect at the time that this application is filed with the Registrar.

INCORPORATOR INFORMATION

Corporation or Firm Name:
VANGUARD LAW GROUP LAW CORPORATION

Mailing Address:
UNIT 950 1140 WEST PENDER STREET
VANCOUVER BC V6E 4G1
CANADA

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Cover Sheet

UNA YI
1250334 B.C. LTD.
UNIT 950 1140 WEST PENDER STREET
VANCOUVER BC V6E 4G1

Confirmation of Service

Form Filed:	Incorporation Application
Date and Time of Filing:	May 14, 2020 04:50 PM Pacific Time
Incorporation Effective Date:	The incorporation is to take effect at the time that this application is filed with the Registrar.
Recognition Date and Time:	Incorporated May 14, 2020 04:50 PM Pacific Time
Name of Company:	1250334 B.C. LTD.
Incorporation Number:	**BC1250334**

A federal Business Number has been assigned to this company as noted below. [IMPORTANT: KEEP THIS FOR YOUR COMPANY RECORDS]

Business Number: **734534670BC0001**

For assistance or additional information regarding the Business Number, contact Canada Revenue Agency at 1-800-959-5525 from 8:15 a.m. to 8:00 p.m., Monday through Friday, excluding statutory holidays.

This package contains:

- Copy of the Incorporation Application
-
-

Check your documents carefully to ensure there are no errors or omissions. If errors or omissions are discovered, please contact the Corporate Registry for instructions on how to correct the errors or omissions.

COMPLETING PARTY

Last Name, First Name, Middle Name:
YI, UNA

Mailing Address:
UNIT 950 1140 WEST PENDER STREET
VANCOUVER BC V6E 4G1
CANADA

Completing Party Statement

I, UNA YI, the completing party, have examined the articles and the incorporation agreement applicable to the company that is to be incorporated by the filing of the Incorporation Application and confirm that:

a) the Articles and the Incorporation Agreement both contain a signature line for each person identified as an incorporator in the Incorporation Application with the name of that person set out legibly under the signature lines,

b) an original signature has been placed on each of those signature lines, and

c) I have no reason to believe that the signature placed on a signature line is not the signature of the person whose name is set out under that signature line.

NOTICE OF ARTICLES

Name of Company:
1250334 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
SUN, WEI

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Last Name, First Name, Middle Name:
SUN, LIWEI

Mailing Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

Delivery Address:
3857 WEST 24TH AVENUE
VANCOUVER BC V6S 1L8
CANADA

AUTHORIZED SHARE STRUCTURE

1.	No Maximum	COMMON Shares	Without Par Value
			Without Special Rights or Restrictions attached

SL No. _39____ Suite No. _404____

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: JIANG, XUELIAN

Occupation:

Address: 16945 BAYVIEW AVE

City: NEWMARKET

Province: ON **Postal Code:** L3Y 4X2

Tel: 4375180702 **Cell:**

Email: lydiajiang79@163.com

Country of Residency: Canada ☒ **Other:**

Date of Birth: MAY 1, 1979

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. ___39____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __404____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 032-299-869 Strata Lot 39 District Lot 526 Group 1 New Westminster District Strata Plan EPS9999, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 10% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): $[redacted]

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

INITIALS

Purchaser	Purchaser	Vendor
for		

CW21402208.2
CW21402208.2

1.05 The Purchaser represents, warrants and certifies to the Vendor that ***[initial one only]***:

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this __23rd___ day of _____January_____, 20_25__.

INITIALS

Purchaser | Purchaser | Vendor

Witness *Purchaser:*

Witness *Purchaser:*

This Offer to Purchase is accepted by the Vendor this 24th day of January, 2025.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser

Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser

Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to **"Clark Wilson LLP"** (the **"Vendor's Solicitors"**), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

INITIALS

Purchaser | Purchaser | Vendor

CW21402208.2

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following

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business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and

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floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with

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the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

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(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

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11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

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(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other

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construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

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and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money*

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Purchaser	Purchaser	Vendor

Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

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Purchaser | Purchaser

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 39
Suite: 404

DECORATING ALLOWANCE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And JIANG, XUELIAN (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated January 23, 2025 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 404) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: 032-299-869 STRATA LOT 39 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on January 23, 20 25, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Vendor hereby agrees to grant the Purchaser a decorating allowance in the amount of [redacted] (the "**Decorating Allowance**") on the Completion Date. The Decorating Allowance will be shown as a credit item to the Purchaser on the Purchaser's closing Statement of Adjustments. The Purchaser will not be entitled to the Decorating Allowance unless and until the Purchaser completes the purchase of the Strata Lot on the Completion Date in accordance with the Agreement and is not otherwise in default under the Agreement. The Decorating Allowance shall not reduce the Purchase Price for the purpose of calculating GST or property transfer tax and will not be construed under any circumstances as a reduction in the Purchase Price.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Decorating Allowance
Addendum

CHLOÉ
KERRISDALE

SL: 39
Suite: 404

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement

DATED this 23rd day of January, 20 25.

Witness	Purchaser's Signature	JIANG, XUELIAN Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 24th day of January, 20 25.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

SL No. 42 Suite No. 405

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Liwei Sun

Occupation: Business Owner

Address: 3857 W 24th

City: Vancouver

Province: BC **Postal Code:** V6S 1L8

Tel: (604) 721-7998 **Cell:**

Email: sunliwei2003124@163.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Feb 11, 1974

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 42 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 405, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offe (the "**Acceptance Date**"): [redacted]

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: [redacted]

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: [redacted]

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): [redacted]

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor
slw		

YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada). slw YU

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 1 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 14 day of July, 2021.

Witness	*Purchaser*: Liwei Sun (Seal)
Witness	*Purchaser*: (Seal)

This Offer to Purchase is accepted by the Vendor this 14 day of July, 2021.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

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slw Purchaser	Purchaser	Vendor YU

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

SLW Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

SLW Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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SLW Purchaser	Purchaser	Vendor

estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

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Purchaser	Purchaser	Vendor
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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

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Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

INITIALS

SW Purchaser	Purchaser	Vendor

YU

Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

INITIALS

Purchaser	Purchaser	Vendor
SLW		

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor
SLW		YU

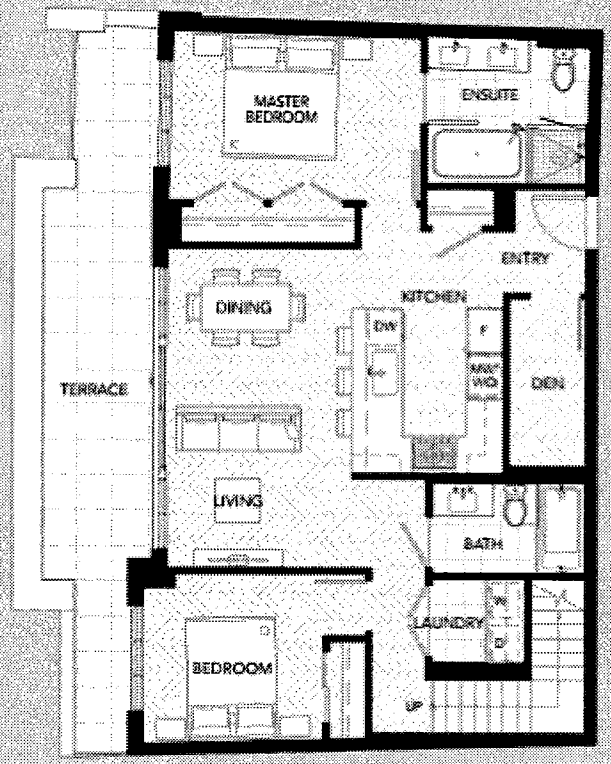
CHLOÉ

KERRISDALE

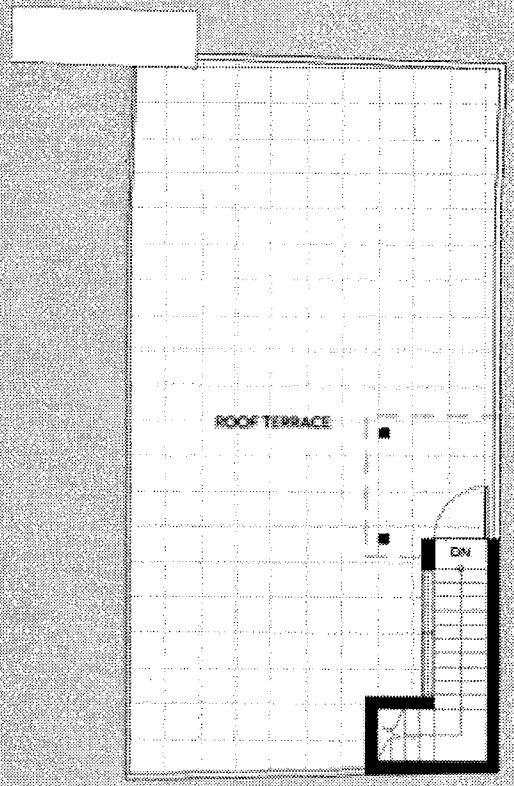
PLAN C2

2 Bedroom + Den

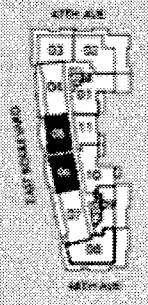
Interior:	1,029 sf
Terrace:	205 sf
Rooftop Terrace:	764 sf
Total:	1,998 sf



MAIN LEVEL



TERRACE LEVEL



MW *MICROWAVE CAN BE UPGRADED TO STEAM OVEN (OPTIONAL UPGRADE)

This is not an offering for sale. Any such offering can only be made with a disclosure statement. The developer reserves the right to make changes and modifications to the information contained herein without prior notice. E.&O.E.

CHLOÉ
KERRISDALE

SL: 42
Suite: 405

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Liwei Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 42 (the "**Strata Lot**") (Suite # 405) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on July 14, 2021, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☒ **ONYX NOIR**

☐ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 42
Suite: 405

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Liwei Sun **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

SLW	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 42
Suite: 405

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 42 (the "**Strata Lot**") (Suite # 405) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 14 day of July, 2021.

Witness	Purchaser's Signature	Liwei Sun Print Name
Witness	Purchaser's Signature	Print Name

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 42
Suite: 405

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Liwei Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 42 (the "**Strata Lot**") (Suite # 405) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Magnum Projects Ltd.** (the "**Listing Brokerage**") and Wilson Tsang PREC (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
SLW	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 42
Suite: 405

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 14 day of July, 20 21.

Witness	Purchaser's Signature	Liwei Sun Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

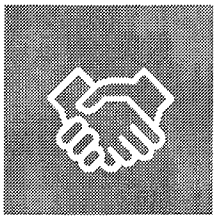
DATED this 14 day of July, 20 21.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory



Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

As a client

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

☑ **Loyalty.** They will act only in your best interests.

☑ **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.

☑ **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.

☑ **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

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

As a non-client

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

☒ **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.

☒ **No duty of full disclosure.** They do not have a duty to give you all relevant information.

☒ **No duty to avoid conflicts.** They are not acting in your interests.

☒ **No confidentiality.** They must share any information you tell them with their clients in a transaction.

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the ***Your Relationship with a Real Estate Professional*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am *(check one)*:

☐ representing you as my client
☒ ***not*** representing you as a client

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 14, 2021
Date

Notes:

Consumer Acknowledgment

This is NOT a contract

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

Liwei Sun
Name (optional)

SLW
Initials (optional)

July 14, 2021
Date

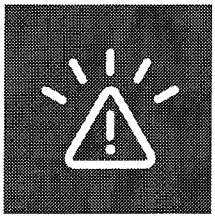
Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)



Not a Client? Know the Risks

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference *and scan the QR code or visit* ***recbc.ca*** *for more information about real estate transactions.*

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

This information from the Real Estate Council of BC explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

Be cautious.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

They cannot:

- ☒ give you advice on an appropriate price
- ☒ give you advice about any terms and conditions to include in a contract
- ☒ negotiate on your behalf
- ☒ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing
- ☒ protect your confidential information

They may only:

- ☑ share general information and real estate statistics
- ☑ show a property and provide factual information about the property
- ☑ provide you with standard real estate forms and contracts
- ☑ fill out a standard real estate contract
- ☑ communicate your messages and present your offers to their client

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

Not a Client? Know the Risks

This is a required disclosure form in compliance with section 5-10.1 of the Rules under the *Real Estate Services Act*. A real estate professional must present the ***Not a Client? Know the Risks*** information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Wilson Tsang PREC
Name

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

Magnum
Brokerage

Signature

July 14, 2021
Date

405 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Property address

Notes:

Consumer Acknowledgment

This is NOT a contract

I acknowledge that I have received the ***Not a Client? Know the Risks*** consumer information page and this disclosure form. I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Liwei Sun
Name (optional)

SLW
Initials (optional)

July 14, 2021
Date

Name (optional)

Initials (optional)

Date

The Real Estate Council of BC regulates real estate professionals to protect consumers. Visit us online for information on real estate transactions, ask us a question, file a complaint or an anonymous tip. **1.877.683.9664 | ANONYMOUS TIPLINE: 1.833.420.2400 | info@recbc.ca | www.recbc.ca**

(rev 9/2019)

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

1a) To list/market your property on the MLS® System in accordance with the terms and conditions of the MLS® System and the boards.

1b) To allow members of real estate boards (including REALTORS® and appraisers) to value your property.

1c) To market your property through any other media (both print and electronic).

1d) To help you locate a suitable property to buy or lease.

1e) To facilitate the purchase and sale or lease transaction both before and after the completion of your transaction or entering into of your lease (including by cooperating with financial institutions, legal advisors, government departments and agencies and third parties engaged in connection with the purchase and sale or lease transaction, such as photographers, appraisers and other service providers, and by communicating with you to coordinate any of the foregoing or to ensure your satisfaction with any of the foregoing and the real estate services provided to you in connection with the transaction)

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

(Initials)

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

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

ACKNOWLEDGEMENT

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

Liwei Sun
PRINT NAME

SIGNATURE

July 14, 2021
DATE

PRINT NAME

SIGNATURE

DATE

Wilson Tsang PREC
REALTOR®

Magnum
BROKERAGE

CREA WEBForms®

*PREC represents Personal Real Estate Corporation

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CHLOE
Deposit Receipt

CHLOÉ

KERRISDALE

SL: 42
Suite: 405

DEPOSIT RECEIPT

☒ INITIAL ☒ FIRST ☐ SECOND ☐ THIRD ☐ FOURTH

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Liwei Sun (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the "**Agreement**") between the Vendor and the Purchaser

Dated July 14, 2021 with respect to the purchase and sale of Strata Lot # 42 (the "**Strata Lot**") (Suite# 405) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-684 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

DATED this 10 day of August, 2021.

Purchaser(s) is/are paying a Deposit in the amount of $ [redacted] by (check one):

☐ Wire Transfer – Funds being wired from _____ (financial institution).
Note: When wiring funds, the wiring instructions must state the amount of the funds being wired, the project and the strata lot it relates to and which financial institution the funds are being wired from. Any other description of why the funds are being wired cannot be accepted and funds will be returned.

☒ Bank Draft – Name of Bank BMO

Liwei Sun
Purchaser(s) – Print Name

Purchaser's Signature

If the Deposit has been provided by a party other than the party named in the Agreement, the Third Party must also sign this Deposit Receipt and Direction as follows and provide additional data as required by FINTRAC:

I, _____, have provided the deposit funds, as noted above, and hereby authorize and direct Clark Wilson LLP and the Developer to apply these funds as a deposit to the above-noted Strata Lot.

Third Party's Signature

[redacted]

Receipt of Funds Record

NOTE: A Receipt of Funds record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Regulation for every amount of funds that a REALTOR® member receives in the course of a single purchase or sale real estate transaction.

A REALTOR® does NOT have to complete a Receipt of Funds Record if:

(i) the funds are received from a financial entity, very large corporation or a public body that is buying or selling; or,

(ii) a Large Cash Transaction Record must be completed; or,

(iii) the deposit does not go into the trust account of a licensed practitioner. In other words, if the deposit goes directly into the account of a builder, lawyer or notary, or developer, a Receipt of Funds Record does not have to be completed by a member acting as the buyers' agent.

When this Record is completed, it is the responsibility of the broker to ensure that a record is kept for five years from the date it was created. When both the buyer and seller are represented, it is the agent of the buyer who is required to complete and retain a Receipt of Funds Record in respect of the deposit made, regardless of who retains the deposit.

A. BASIC TRANSACTION INFORMATION

Transaction Property Address:

405 - 2096 West 47th Avenue Vancouver, BC V6M 3V7

Sales Representative/Broker Name: Wilson Tsang PREC / Magnum

Date: August 11, 2021

B. INFORMATION ON FUNDS

Amount of Funds Received: [redacted] **Currency of Funds Received:** CAD

Date of receipt of funds: August 10, 2021

Type of funds received:

☐ **Cheque** ☐ **Certified Cheque** ☐ **Cash** ☒ **Bank Draft** ☐ **e-transfer**

☐ **Other, explain:**

Purpose of funds (e.g., deposit for purchase): Initial and First Deposit

Other details concerning receipt of funds*:

*Including whether other individuals or entities were involved in the transaction

C. INFORMATION ON INDIVIDUAL/ENTITY PROVIDING FUNDS

When a REALTOR® member completes a Receipt of Funds Record, they must also complete an Identification Information Record at the same time on the individual (or entity) from whom you receive the funds. Complete that record and attach it to this record.

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D. ADDITIONAL INFORMATION

D.1. If funds received in cash, indicate method of receipt:

☐ **In Person** ☐ **Mail** ☐ **Armoured Car** ☐ **Other, explain:** .....

D.2. If an account is affected* by the transaction complete this section for each affected account:**

* Some examples of when an account is affected are when funds are received by cheque , or a money order or bank draft purchased from an account. The account from which the funds are drawn is "affected".

**Add additional information for additional accounts, if necessary

Currency of transaction: ☐ CAD ☐ Other, explain: .....

Account 1: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 2: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 3: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 4: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

Account 5: Number of account: ..... Name of account holder: .....
Type of account: ☐ Chequing ☐ Saving ☐ Trust ☐ Other, explain: .....

NOTE:

TWO AGENTS: Where there are two agents involved in a transaction, the buyer's agent is responsible for completing the receipt of funds record.

LISTING AGENT TRUST ACCOUNT: If funds are deposited into a listing agent's trust account, the buyer's agent is only required to record the fact that the funds were deposited into the listing agent's trust account but is not required to include the number of the trust account or the name or entity that holds the trust account.

REASONABLE MEASURES RECORD: If the buyer agent's client provides funds directly to the listing agent, where a client account is affected (e.g. client's chequing account), the buyer agent is only obligated to take reasonable measures to obtain the account number, the name of the account holder and the type of account. However, the buyer's agent would need to complete **Section E**, below, to document that they tried to get this information.

MULTIPLE ACCOUNTS: Note that if multiple accounts are affected, information on all accounts affected needs to be recorded subject to the caveats noted above with respect to listing agent trust accounts and the reasonable measures record.

E. RECEIPT OF FUNDS - REASONABLE MEASURES RECORD

Complete this section if applicable.

Measures taken (check one):

☐ Asked listing agent for information
☐ Other, explain: .....
.....

Date on which above measures taken .....

Reason why measures were unsuccessful (check one):

☐ Listing agent did not provide information
☐ Other, explain: .....
.....

This document has been prepared by The Canadian Real Estate Association ("CREA") to assist members in complying with requirements of Canada's Proceeds of Crime *(Money Laundering)* and Terrorist Financing Regulations.
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Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer.

Transaction Property Address:
405 - 2096 West 47th Avenue Vancouver, BC V6M 3V7
Sales Representative/Broker Name: Wilson Tsang PREC / Magnum
Date Information Verified/Credit File Consulted: Jul 14, 2021

A. Verification of Individual

NOTE: One of Section A.1, A.2. or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller) . Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Liwei Sun
2. Address:
3857 W 24th Vancouver BC V6S 1L8
3. Date of Birth: February 11, 1974
4. Nature of Principal Business or Occupation: Business Owner

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present unless using technology capable of assessing a government-issued photo identification document's authenticity.

1. Type of Identification Document*: Permanent Resident Card
2. Document Identifier Number: [redacted] (if you do not view the original and have a photo, see CREA's FINTRAC materials on REALTOR Link® for examples)
3. Issuing Jurisdiction: Canada (province, territory, foreign jurisdiction or "Canada") **Country:** Canada
4. Document Expiry Date: [redacted] (must be valid and not expired)

A.2 Credit File Method

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years and is derived from more than one source. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:

2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in **two** independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). The individual does not need to be physically present.

☐ Confirm the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individual's name and address by referring to a document or source containing the individual's name and address*
- ○ **Name of Source:**
- ○ **Account Number**:** (must be valid and not expired; must be recent if no expiry date)

☐ Confirm the individuals' name and confirm a financial account*
- ○ **Name of Source:**
- ○ **Financial Account Type:**
- ○ **Account Number**:**

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.

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Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity *(check one):*

☐ Asked unrepresented individual for information to ascertain their identity
☐ Other, explain: .....
.....
Date on which above measures taken: .....

2. Reasons why measures were unsuccesful *(check one):*

☐ Unrepresented individual did not provide information
☐ Other, explain: .....
.....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Take reasonable measures to determine whether your clients are acting on behalf of third parties by completing this section of the form. If you are not able to determine whether your clients are acting on behalf of a third party but there are reasonable grounds to suspect there are, complete Section B.1. If there is a third party, complete Section B.2.

B.1 Third Party Reasonable Measures

Is the transaction being conducted on behalf of a third party according to the client? *(check one):*

☐ Yes
☒ No

Describe why you think your client may be acting on behalf a third party:
.....
.....

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of other entity: .....
2. Address: .....
3. Telephone number: .....
4. Date of Birth *(if applicable)*: .....
5. Nature of Principal Business or Occupation: .....
.....
6. Registration or incorporation number, and jurisdiction and country that issued that number *(if applicable)*: .....
.....
7. Relationship between third party and client: .....
.....

REALTOR®

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Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

☒ Canadian Citizen or Resident Physically Present

☐ Canadian Citizen or Resident Not Physically Present

☐ Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident

☐ Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)

☐ Other, explain:

Medium Risk

☐ Explain:

High Risk

☐ Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)

☐ Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

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Individual Identification Information Record

D. Business Relationship

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- ☒ Residential property
- ☐ Residential property for income purposes
- ☐ Commercial property
- ☐ Land for Commercial Use
- ☐ Other, please specify: .....

Optional: describe your business dealings with the client and include information that would help you anticipate the types of transactions and activities that the client may conduct.

.....

.....

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.

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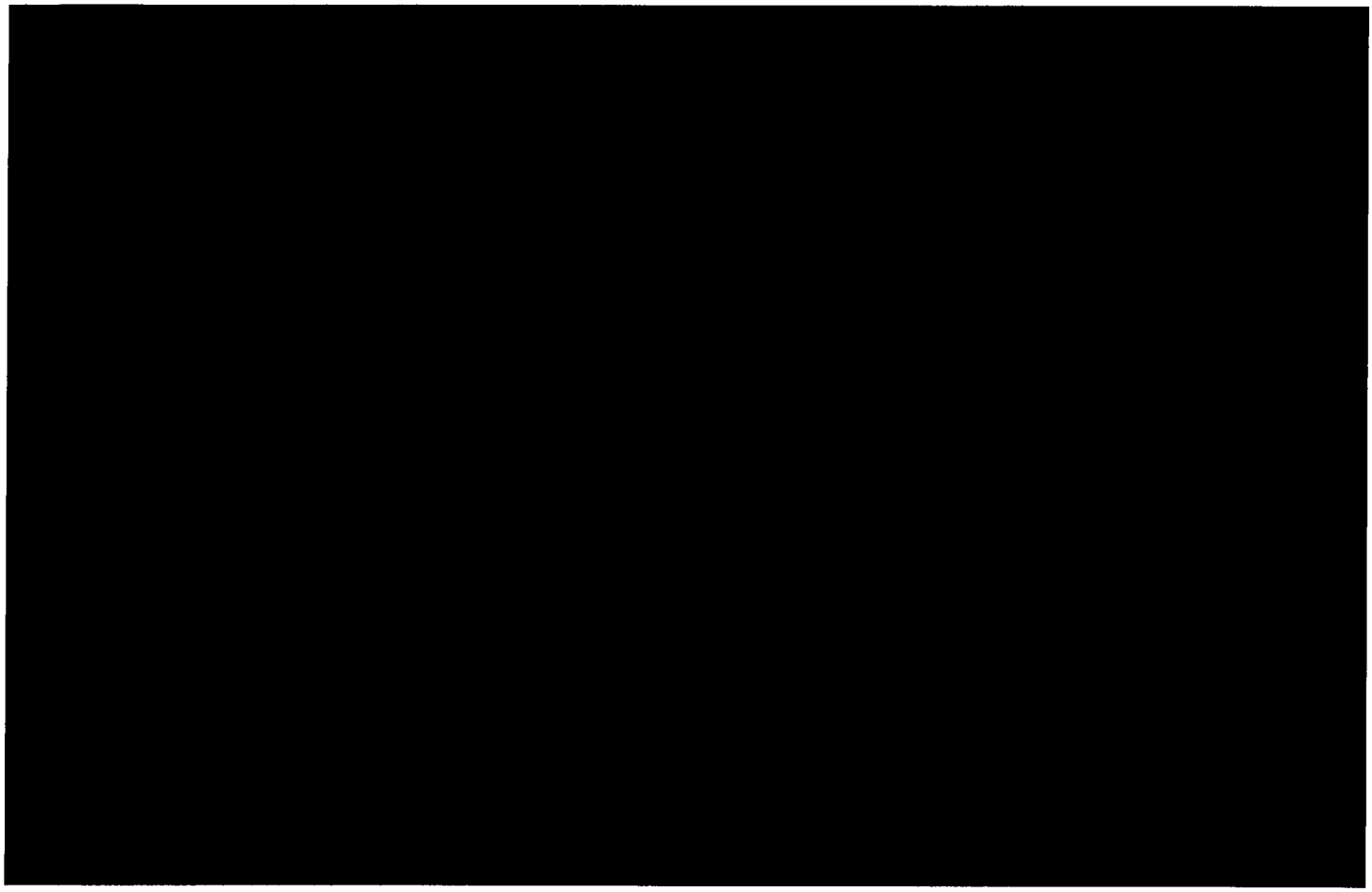

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ
KERRISDALE

Date of Disclosure Statement:	June 11, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 Ease Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Magnum Projects Ltd.*
Business Address:	906 Main Street, Vancouver, BC V6A 2W1

*In addition to using Magnum Projects Ltd. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Magnum Projects Ltd., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Magnum Projects Ltd. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Lin Zhou **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LZ	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOE
Acknowledgement of Receipt
of Disclosure Statement

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

TO: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.**

AND TO: **CLARK WILSON LLP**

RE: Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The undersigned hereby confirm(s) that he/she/they has/have received a copy of the Disclosure Statement dated June 11, 2021 (the "**Disclosure Statement**") in respect of certain strata lots in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**") and that the undersigned has/have been given a reasonable opportunity to read such Disclosure Statement prior to entering into an Offer to Purchase and Agreement of Purchase and Sale with respect to the purchase of a strata lot within such development.

Delivery of an executed copy of this Acknowledgment by electronic transmission will be as effective as personal delivery of an originally executed copy of this Acknowledgment.

DATED this 22 day of February, 2022.

Witness	Purchaser's Signature	Lin Zhou Print Name
Witness	Purchaser's Signature	Print Name

Real Estate Development Marketing Act of British Columbia
DISCLOSURE STATEMENT
of

CHLOÉ

Date of Disclosure Statement:	June 11, 2021
Date of First Amendment:	December 6, 2021
Developer:	**Lightstone Development Ltd. and 1076255 B.C. Ltd.**
Address for Service:	**#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5**
Business Address:	101 – 6386 East Boulevard, Vancouver, BC V6M 3J5
Developer's Real Estate Broker:	Faith Wilson and Faith Wilson Realty Group Inc.*
Business Address:	1838 West 1st Avenue, Vancouver, B.C. V6J 1G5

*In addition to using Faith Wilson and Faith Wilson Realty Group Inc. to market the Strata Lots (as defined below), the Developer may also utilize the services of additional or replacement agents or its employees, which employees are not required to be and may not be licensed under the *Real Estate Services Act* (British Columbia). Faith Wilson, Faith Wilson Realty Group Inc., any additional or replacement agents, and any employees of the Developer marketing the Strata Lots are not acting on behalf of the purchasers. The Developer reserves the right to replace Faith Wilson and Faith Wilson Realty Group Inc. The Developer may also appoint additional or replacement agents from time to time.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Lin Zhou **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:**

Purchaser

LZ	

Initials

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

CHLOÉ

Acknowledgement of Receipt of First Amendment to Disclosure Statement

TO: Lightstone Development Ltd. and 1076255 B.C. Ltd.

I/We, Lin Zhou (the "Purchaser") of Suite #402 / strata lot #39 in the development known as Chloé hereby acknowledge having received on the 22 day of February, 2022, and having had an opportunity to read a copy of the First Amendment to Disclosure Statement dated December 6, 2021.

Date: February 22, 2022.

(Purchaser) Lin Zhou

(Purchaser)

SL No. 39 Suite No. 402

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: Lin Zhou

Occupation: Student

Address: 8011 LABURNUM STREET

City: VANCOUVER

Province: BC **Postal Code:** V6P 5N8

Tel: (778) 322-1323 **Cell:**

Email: zlin.sh97@gmail.com

Country of Residency: Canada ☒ **Other:** Canada

Date of Birth: Sep 18, 1997

Full Name:

Occupation:

Address:

City:

Province: **Postal Code:**

Tel: **Cell:**

Email:

Country of Residency: Canada ☐ **Other:**

Date of Birth:

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. 39 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 402, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

[redacted]

a) a deposit (the "**First Deposit**") of $5,000.00 payable upon presentation of this Offer by the Purchaser to the Vendor, and will be increased to 5% of the Purchase Price less the $5,000.00 payable on or before the date that is seven (7) days following the Vendor's acceptance of the Offer (the "**Acceptance Date**"): [redacted]

b) a deposit (the "**Second Deposit**") equal to 5% of the Purchase Price payable within ninety (90) days after the Acceptance Date: [redacted]

c) a third deposit (the "**Third Deposit**") equal to 5% of the Purchase Price payable upon the later of ten (10) days after the Amendments (as defined in paragraph 12.1 of Schedule "A" hereto) to the Disclosure Statement (as defined in paragraph 3.1 of Schedule "A" hereto) are delivered to the Purchaser and six (6) months after the date on which the Second Deposit is due (as determined in in accordance with section 1.01(b) hereof: [redacted]

d) a deposit (the "**Fourth Deposit**") equal to: (i) 5% of the Purchase Price; or (ii) if one or more Purchaser is a non-resident of Canada, equal to 10% of the Purchase Price payable on the date that six (6) months after the date on which the Third Deposit is due (as determined in accordance with section 1.01(c): [redacted]

(the First Deposit, the Second Deposit, Third Deposit and the Fourth Deposit and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

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Purchaser	Purchaser	Vendor
		YU

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	~~microwave~~
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident [X] [ ] or **non-resident** [ ] [ ] *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.06 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use 2 parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

SCHEDULES AND ADDENDA

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 22 day of February, 2022.

Witness	*Purchaser*: Lin Zhou
Witness	*Purchaser*:

This Offer to Purchase is accepted by the Vendor this 22 day of February, 2022.

1076255 B.C. LTD.	**LIGHTSTONE DEVELOPMENT LTD.**
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory
Per: _____ Authorized Signatory	Per: _____ Authorized Signatory

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SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser
Purchaser

3.2 Without in any way limiting paragraph 14.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser
Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed $200.00) will be paid to the Vendor, provided that the Vendor's Solicitors may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed $200.00, will accrue to the benefit of the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-

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estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit and any interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with the terms of paragraph 12.2 hereof, then the Deposit together with all interest accrued thereon will be paid by the Vendor's Solicitors to the Purchaser ~~and the Purchaser will have no further claim against the Vendor~~;

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1, 13.1 or 14.2 hereof, then:

(i) the Deposit will be paid by the Vendor's Solicitors to the Purchaser; and

(ii) all interest accrued on the Deposit (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Vendor,

~~and the Purchaser will have no further claim against the Vendor~~; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1, 12.2 or 14.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed $200.00) will be paid by the Vendor's Solicitors to the Purchaser ~~and the Purchaser will have no further claim against the Vendor~~.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.

4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and

(b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

and the Vendor will pay separately the same amount of deposit and any interest accrued thereon to the Purchaser as liquidated damages. The parties hereby agree that such amount consitutes a genuine pre-estimate of the minimum damages suffered by the Purchaser. The Purchaser reserves the right to claim for further damages.

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5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "**Completion Date**") specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the "**City**") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by February 28, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between November 30, 2023 and February 28, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts,

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Purchaser	Purchaser	Vendor
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expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser

Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed

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defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the "**Transfer**"), in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

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10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

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(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(d) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(e) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(f) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. AMENDMENT

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12.1 Pursuant to Policy Statement #6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a financing commitment provided that an amendment with respect to PS#6 disclosing the particulars of the financing commitment (individually an "**Amendment**" and together, the "**Amendments**") to the disclosure statement for the development is filed within twelve (12) months of the developer filing the original disclosure statement and subject to the conditions, set out in paragraph 12.2 below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#6.

12.2 If the required Amendments, referred to in paragraph 12.1 hereof, have not been filed prior to the date the Purchaser has executed this Agreement, then notwithstanding anything else herein contained the following applies until such time as the required Amendments have been delivered to the Purchaser:

(a) this Agreement is terminable at the Purchaser's option if the Purchaser does not receive the Amendment under PS#6, which sets out particulars of a satisfactory financing commitment, within twelve (12) months of the date on which the Vendor filed the Disclosure Statement with the Superintendent of Real Estate, until the required Amendment is received by the Purchaser;

(b) the maximum deposit or down payment payable hereunder is 10% of the Purchase Price;

(c) if this Agreement is terminated pursuant to subparagraph 12.2(a) above, then the Purchaser will not incur any financial penalty and all Deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser; and

(d) all monies received by the Vendor will be held in trust by a brokerage, a solicitor, or a notary public until the transaction is completed or earlier terminated.

13. MINIMUM PRESALES

13.1 If the Vendor has not entered into binding offers to purchase and agreements of sale with purchasers in respect of 29 or more of the strata lots in the Development (the "**Minimum Pre-Sales**") by June 11, 2022 (the "**Minimum Pre-Sales Date**"), then the Vendor will have the right to terminate the Purchase Agreement by giving notice of termination in writing to the Purchaser or the Purchaser's Solicitor at any time after the Minimum Pre-Sales Date until the earlier of:

(a) the date that the Minimum Pre-Sales are achieved; and

(b) the date that is one month after the Minimum Pre-Sales Date.

The Purchaser acknowledges that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. Without limiting the foregoing, in consideration of Two Dollars ($2.00) paid by the Vendor to the Purchaser, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser agrees not to revoke its offer herein while this Agreement remains subject to the foregoing termination right in favour of the Vendor. If this Agreement is terminated in accordance with this paragraph 12, then the Deposit will be returned to the Purchaser in accordance with subparagraph 4.2(c) and each party will be released from all of its obligations to the other hereunder.

14. MISCELLANEOUS

14.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to

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Purchaser	Purchaser	Vendor
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subparagraph 14.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 14.1(a) above or permit one or more further extensions pursuant to subparagraph 14.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 14.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

14.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

14.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 14.2. The provisions set out in this paragraph 14.2 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

14.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

14.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

14.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 14.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

14.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the

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Purchaser	Purchaser	Vendor
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Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

14.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

14.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

14.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

14.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

14.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

14.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

14.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

14.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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Purchaser	Purchaser	Vendor
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The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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Purchaser	Purchaser	Vendor
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CHLOÉ
KERRISDALE

SL: 39
Suite: 402

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Lin Zhou (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated February 22, 2022 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Faith Wilson and Faith Wilson Realty Group Inc.** (the "**Listing Brokerage**") and Boris Yip (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or

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PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

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PURCHASER	PURCHASER

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of February, 20 22.

Witness	Purchaser's Signature	Lin Zhou Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of February, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Colour Scheme Addendum

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KERRISDALE

SL: 39
Suite: 402

COLOR SCHEME ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

and Lin Zhou (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated February 22, 2022 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on February 22, 20 22, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**") and with respect to the Strata Lot, the undersigned agree as follows:

The Purchaser hereby selects the following colour scheme option (check one of the following):

☐ **ONYX NOIR**

☒ **AGATE CRÈME**

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Colour Scheme Addendum

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of February, 20 22.

Witness	Purchaser's Signature	Lin Zhou Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of February, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

CLOSET UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Lin Zhou (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated February 22, 2022 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on February 22, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) in the second / third bedroom (the "**Upgrades**") and selects the following closet option **(check one of the following)**:

- ☐ **Small Closet (Approximately 5')**
- ☒ **Medium Closet (Approximately 9')**
- ☐ **Large Closet (Approximately 12')**

The Upgrades shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of February, 20 22.

Witness	Purchaser's Signature	Lin Zhou Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of February, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

APPLIANCES UPGRADE ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Lin Zhou (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated February 22, 2022 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on February 22, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

The Purchaser hereby requests the Vendor to implement the following upgrade(s) (the "**Upgrades**") and selects the following appliance option(s):

- ☐ **Gaggenau 24" 1/2 Height Wine Fridge**
- ☒ **Gaggenau 24" Full Height Wine Storage**
- ☒ **Gaggenau 30" Combi Steam Oven**
- ☒ **LG Styler Steam Clothing Care System**

The Upgrades shall be provided at the Purchaser's cost of [redacted] plus applicable taxes due on the Completion Date, in addition to any other amounts owing under the Agreement, and which will appear as a debit item to the Purchaser on the Purchaser's Statement of Adjustment upon the completion of the purchase and sale of the Strata Lot.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Appliances Upgrade
Addendum

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of February, 20 22.

Witness	Purchaser's Signature	Lin Zhou Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of February, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

THIS ADDENDUM AGREEMENT made on the _____day of February, 2022.

AMONG:

XIAO SONG ZHENG of
6261 Adera Street, Vancouver, B.C. V6M 3J5
(hereinafter called the "ZHENG")

OF THE FIRST PART

AND:

LIGHTSTONE DEVELOPMENT LTD., a B.C.
Company having a registered address at
#1530 – 1200 West 73rd Avenue, Vancouver, B.C. V6P 6G5
(hereinafter called the "Company")

OF THE SECOND PART

AND:

LIN ZHOU of
8011 Laburnum St, Vancouver, B.C. V6P 5N8
(hereinafter called the "ZHOU")

OF THE THIRD PART

WHEREAS:

A. ZHENG is the current director as well as the majority shareholder (holding 81% shares) of **LIGHTSTONE DEVELOPMENT LTD.** Incorporation No. BC1083494 (hereinafter called the "Company") carrying on a real estate development project known as "Chloe" located at 2096 West 47th Avenue, Vancouver, B,C, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster Plan EPP1453 (the "Chloe Development") with a business address at #101 – 6386 East Boulevard, Vancouver, B.C. V6M 3J5.

B. ZHOU will sign or has signed a Purchase Agreement for the Purchase of Suite #402 Strata Lot #39 (hereinafter the "Strata Lot") dated the ____ day of January, 2022 (the "Purchase Agreement") with a Purchase Price in the amount of [redacted] (the "Purchase Price") stipulated in the Agreement. ZHOU wishes to pay off the Purchase Price and ZHENG and the Company is desirous of ZHOU's prepayment of the Purchase Price to facilitate the financial need of the development of the Chloe Development.

C. It is the intention of the parties to clarify the rights and obligations by way of this Addendum (hereinafter called" Addendum" Agreement").

NOW THEREFORE the parties hereto agree as follows:

1. Zhou will pay a deposit equal to 5% of the Purchase Price upon execution of the purchase and sales agreement and this Addendum. Zhou will pay a second deposit equal to 5% of the Purchase Price once the Amendment to Disclosure Statement is filed (as defined in paragraph 12.1 of Schedule "A" hereto). All deposits will be payable by certified cheque or bank draft to Clark Wilson LLP in Trust.

2. Zhou will pay 90% of the Purchase Price to the Company as a no-interest loan upon execution of

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the purchase and sales agreement and this Addendum. This loan shall be for the use of the Chloe Development and shall not be used for any other purposes. Once the Amendment to Disclosure Statement is filed (as defined in paragraph 12.1 of Schedule "A" hereto), the Company will issue the invoice of full payment to Zhou.

3. ZHENG and the Company shall be jointly and severally liable for the Strata Lot to be made to be conveyed to ZHENG upon completion of the Chloe Development. ZHENG agrees not to transfer or dispose of her real estates owned by her individually or jointly with her husband prior to the delivery of the Strata Lot to ZHOU.

4. In the event that the Chloe Development fails to complete or for whatever reasons unable to be completed, ZHENG and the Company shall be jointly and severally liable to pay back 90% of the Purchase Price paid by ZHOU to the Company along with that deposit (10% of the Purchase Price held by Clark Wilson LLP in trust) to be returned to ZHOU upon demand.

5. ZHENG agrees to use her personal assets both real and personal to pay off amount paid by ZHOU to the Company should the Company becomes financial unable to pay off the repayment demanded by ZHOU. ZHOU is entitled to seek all necessary actions to enforce the amount owing and guaranteed by ZHENG personally against her real properties owned by her.

6. This Addendum Agreement shall constitute part of the Purchase Agreement and it shall be governed by the laws of the Province of British Columbia, Canada as to its interpretation, validity, enforceability and all other matters.

The parties hereto have executed this Addendum Agreement on the date and year first above written.

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
_____)
)
_____)
)

_____
XIAO SONG ZHENG

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
_____)
)
_____)
)
)

LIGHTSTONE DEVELOPMENT LTD.
By its authorized signatories

_____
XIAO SONG ZHENG

_____
YING ZHENG YU

SIGNED, SEALED AND DELIVERED)

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In the presence of:

_____

_____

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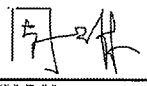

LIN ZHOU

INITIALS

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CHLOÉ
KERRISDALE

SL: 39
Suite: 402

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Lin Zhou (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser
Dated February 22, 2022 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on February 22, 2022, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Further to the Closet Upgrades to be installed in the Property, both Vendor and Buyer agree that only the close in the middle bedroom, next to the master bedroom, will be upgraded to include built-in closet organizers. The northeast bedroom closet will be kept standard. All other terms and conditions remain same and in full force. Time remains of the essence.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[*Remainder of page left intentionally blank – signature page follows*]

CHLOE
Blank Addendum

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KERRISDALE

SL: 39
Suite: 402

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of February, 20 22.

Witness	Purchaser's Signature	Lin Zhou Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of February, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

AGENCY DISCLOSURE ACKNOWLEDGEMENT

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD.** (the "**Vendor**")

And Lin Zhou (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale (the **"Agreement"**) between the Vendor and the Purchaser

Dated February 22, 2022 with respect to the purchase and sale of Strata Lot # 39 (the "**Strata Lot**") (Suite # 402) in the development known as "Chloe" (the "**Development**") located at 2096 West 47th Avenue, Vancouver, British Columbia, currently legally described as: PID: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453.

The Vendor and the Purchaser acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

(a) The Vendor has a sole agency relationship with **Faith Wilson and Faith Wilson Realty Group Inc.** (the "**Listing Brokerage**") and Boris Yip (collectively, the "**Vendor's Representative**"); and

(b) The Purchaser has an agency relationship with _____ (the "**Selling Brokerage**") and _____ (the "**Purchaser's Agent**"); or

INITIALS	
PURCHASER	PURCHASER

(c) The Purchaser has no agency relationship with any brokerage or other person licensed under the *Real Estate Services Act*, SBC 2004, c 42.

INITIALS	
PURCHASER	PURCHASER
LZ	

The Purchaser further expressly acknowledges having received, read and understood the "Disclosure of Representation in Trading Services" and "Disclosure of Risks to Unrepresented Parties" published by the British Columbia Real Estate Association. With respect to the purchase and sale of the Strata Lot, the Purchaser confirms that the Vendor's Representative has disclosed to the Purchaser (i) the designed agency relationship between the Listing Brokerage and the Vendor and (ii) that while fully representing the Vendor with respect to loyalty, disclosure, confidentiality, and diligence, the Vendor's Representative and Listing Brokerage are committed to providing the following customer services to the Purchaser:

(a) full disclosure of all relevant information;
(b) full explanation of all forms and agreements used in this transaction; and
(c) full assistance with preparation and presentation of the Agreement.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

[Remainder of page left intentionally blank – signature page follows]

CHLOE
Agency Disclosure
Acknowledgement

CHLOÉ
KERRISDALE

SL: 39
Suite: 402

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 22 day of February, 20 22.

Witness	Purchaser's Signature	Lin Zhou Purchaser's Name
Witness	Purchaser's Signature	Purchaser's Name

DATED this 22 day of February, 20 22.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date:	May 16, 2022	
Vendor:	**1076255 B.C. Ltd.** and Lightstone Development Ltd. #1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5	Tel: 604-716-1989
Purchaser:	KUI CHEN The Purchaser certifies to the Vendor that he/she/they is/are ☐ is/are not ☒ *[check one]* a non-resident of Canada under the *Income Tax Act* (Canada).	Tel: 778-869-5516 Email: susanchen1821@gmail.com
Property:	Strata Lot 1-2 Unit No. 1-2 (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**"), which Development will form part of a larger mixed-use development constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**"). The Property is anticipated to have an approximate area of: 167.1 m^2 as shown on the Preliminary Strata Plan (as hereinafter defined), which such area being 1797.996 ft^2 as calculated by multiplying 167.1 m^2 by 10.76.	
Proposed Use:	Investment	
Purchase Price:	[redacted] The Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 14 hereof).	
Parking:	The Purchase Price includes the right to use 0 parking stall(s), 0 bicycle locker(s), and 0 storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).	
Preliminary Form of Information Summary	The Purchaser hereby acknowledges and agrees that the Information Summary provided to the Purchaser is in a preliminary form and may be updated from time to time. Certain updates to the Information Summary may be significant, and may include, but not limited to, stratifying the parking stalls, updating interim budgets or unit entitlements.	Purchaser Purchaser

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Purchaser acknowledges that it is purchasing a strata lot which is to be constructed or is presently under construction by the Vendor. The Property is shown and described generally on the Preliminary Strata Plan (as hereinafter defined) and Base Building Specifications, respectively, copies of which have been

included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein, it being acknowledged by the parties hereto that the Property will have the final configuration and area as shown on the Final Strata Plan and Final Building Survey as those terms are defined in Section 6 hereof.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this **"Agreement"**.

For the purposes of this Agreement:

(a) **"Business Day"** means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) **"Information Summary"** means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Preliminary Strata Plan for the Development and a copy of the Proposed Bylaws for the Development which the Vendor intends to cause to be filed in the Land Title Office with respect to the Development;

(c) "**Land Title Office**" means the New Westminster Land Title Office;

(d) **"Permitted Encumbrances"** means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) "**Vendor's Financial Charges**" means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

The Purchaser acknowledges that the Purchaser will be provided with a copy of the Information Summary for the Development, including all amendments thereto up to and including the date hereof within five (5) Business Days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to [redacted] (the "**First Deposit**") (the "**First Deposit**") by way of deposit to be paid by the Purchaser directly to the Vendor by way of certified cheque, bank draft or solicitor's certified trust cheque within thirty (30) days following the Vendor's acceptance of the Offer; plus

(b) a deposit equal to [redacted] (the "**Second Deposit**") by way of deposit to be paid by the Purchaser directly to the Vendor by way of certified cheque, bank draft or solicitor's certified trust cheque within ninety (90) days following the Vendor's acceptance of the Offer; thus making the total deposit paid under Subsections 2(a), 2(b) (the Second Deposit, together with the First Deposit, the "**Deposit**") equal to [redacted]

(c) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 13, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Purchaser acknowledges and agrees that the Deposit is being paid directly to the Vendor and there is no deposit protection insurance applicable to any Deposits paid pursuant to the terms of the Offer.

Purchaser

Purchaser

The Deposit will be dealt with as follows:

(d) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price.;

(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor to the Purchaser if the Purchaser's Rescission Notice is delivered to the Vendor within the applicable time limited therefor pursuant to section 4 hereof;

(f) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if:

(i) this Agreement is terminated in accordance with Section 3 hereof; or

(ii) this Agreement is not terminated in accordance with Section 3 hereof, and the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(g) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

3. COMPLETION

The completion of the purchase and sale of the Property will take place on that date (the "**Completion Date**") specified in a written notice (the "**Notice**") from the Vendor to the Purchaser to be delivered to the Purchaser no later than that date which is between two and 30 days after the later of (i) the date that title to the Property is issued by the Land Title Office, and (ii) the date that the construction of the improvements forming part of the Property are substantially completed as confirmed by the architect or engineer retained by the Vendor in connection with the Development (the "**Vendor's Consultant**"). The Completion Date specified in the Notice will be a minimum of seven (7) Business Days (or as otherwise may be agreed between the parties) and no more than thirty (30) days from the date of delivery of the Notice. The Notice delivered from the Vendor to the Purchaser may be based on the Vendor's estimate as to when title to the Property will be issued by the Land Title Office and/or when the construction of the improvements forming part of the Property will be substantially

completed as confirmed by the Vendor's Consultant. If on the Completion Date so established title to the Property has not been issued by the Land Title Office or the construction of the improvements forming part of the Property are not substantially completed as confirmed by the Vendor's Consultant, then the Vendor may delay the Completion Date for up to thirty (30) days from time to time as required by notice of such delay to the Purchaser. If the Completion Date has not occurred by the Outside Date (as defined below), then either of the Vendor or the Purchaser, may at its option, exercisable by written notice from such party to the other, terminate this Agreement and upon such termination, the Deposit will be returned by the Vendor to the Purchaser, and the Vendor and the Purchaser will be released from all of their obligations hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser delivered at any time prior to the then current Outside Date, in addition to any extension pursuant to Subsection 3(a) above and whether or not any delay described in Subsection 3(a) above has occurred, elect to extend the Outside Date for an aggregate period of an additional one hundred and eighty (180) days.

For the purposes of this Section 3, "**Outside Date**" means February 28, 2025 as such date may be extended by the terms and conditions contained herein.

If the Completion Date or the Outside Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date or the Outside Date, as the case may be, will be the next following Business Day.

4. PURCHASER'S RESCISSION RIGHT

This Agreement may be rescinded by the Purchaser by written notice to the Vendor within seven (7) days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser (the "**Purchaser's Rescission Notice**"). If the Purchaser delivers the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be null and void and neither party will have any further legal obligations to the other thereafter under this Agreement, and the First Deposit will be forthwith repaid to the Purchaser, together with accrued interest, if any. If the Purchaser fails to deliver the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be firm and binding and the Purchaser will have no further rescission rights.

5. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 13 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 13 hereof

following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(b) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 13 hereof. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

6. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the preliminary strata plan (the "**Preliminary Strata Plan**") included in the Information Summary. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan, and that the actual size, dimensions and/or configuration of the strata lots and/or other limited common property and/or common property as set forth in the final strata plan (the "**Final Strata Plan**") and/or final building survey (the "**Final Building Survey**") for the Development may vary from what is depicted on the Preliminary Strata Plan and/or set out in the Information Summary, including the Base Building Specifications;

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided

for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Preliminary Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan and the Final Building Survey, the Final Strata Plan and Final Building Survey will prevail,

provided that if the Property as shown on the Final Strata Plan is more than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced or increased, as applicable, by an amount equal to the number of percent by which the Property is more than 5% smaller or larger, as applicable, multiplied by the Purchase Price, and neither of the parties hereto will have any other claim against the other in respect of such reduction or increase in the size of the Property. For clarity, if the Property as shown on the Final Strata Plan is less than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then neither party hereto will have any claim against the other in respect of same.

Notwithstanding the foregoing but subject to any adjustment of the Purchase Price as aforesaid, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 7), and the construction of the Property to the Base Building Specifications.

7. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 7(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 7, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

8. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 7, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's solicitors, Clark Wilson LLP, in trust (the "**Vendor's Solicitors**") on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia), with interest thereon, if any, credited to the Vendor. The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback plus accrued interest less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

10. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 13 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 6, on the Completion Date, neither the Vendor nor the Strata Corporation created by the deposit of the Final Strata Plan will have any then-present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities, or similar services in connection with the initial construction of the Development.

11. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) concurrently with the application of the Vendor to file the Final Strata Plan in the Land Title Office, the Vendor will make application to file in the Land Title Office a notice of different bylaws pursuant to Sections 221 and 222 of the *Strata Property Act* which will be substantially in the form included in the Information Summary;

(b) upon registration of the Final Strata Plan, the Vendor will cause the Strata Corporation formed thereby to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) on the Completion Date, the Development will be zoned as a C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 12) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the "**Act**") does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

12. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the "**Proposed Use**". The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

13. COMPLETION

At least three **(3) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 5 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

14. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

15. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in

addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 15(a)at any time after extending the Completion Date pursuant to Subsection 15(b) if the Purchaser fails to complete on or before such extended date. Should any extension of the Completion Date pursuant to Subsection 15(b) result in the Completion Date extending beyond the Outside Date, the Outside Date will be deemed to be extended to the next Business Day following the Completion Date.

16. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

17. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement will not be assigned without the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole discretion. The parties hereto hereby agree that the Vendor may in its sole discretion consent to the assignment of this Agreement and the rights of the Purchaser hereunder:

(a) if the Completion Date has not yet been established in accordance with Section 3;

(b) if the proposed assignee (the "**Proposed Assignee**") is either wholly owned by, or wholly owns, the Purchaser and the Purchaser or its solicitor provides such proof thereof as will be required by the Vendor's Solicitors acting reasonably;

(c) the Purchaser and the Proposed Assignee enter into the Vendor's form of assignment and assumption agreement pursuant to which:

(i) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(ii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement; and

(d) the Purchaser pays to the Vendor an administration fee equal to $1,000 plus applicable taxes, together with legal expenses incurred by the Vendor in respect of such assignment (the "**Assignment Fee**") within two (2) Business Days after the later of the Vendor providing such consent and the Purchase and the Purchaser and the Proposed Assignee executing the assignment (a copy of which shall be provided to the Vendor forthwith upon such execution). The Assignment Fee will be equal to only $500.00 plus applicable taxes and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

18. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

19. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

20. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

21. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for

the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

22. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

23. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

24. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

25. AGENCY DISCLOSURE

A. The Vendor has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage); and

B. The Purchaser has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ _____ (Brokerage).

If only (A) has been completed, the Purchaser is acknowledging no agency relationship. If only (B) is completed the Vendor is acknowledging no agency relationship. If neither (A) or (B) are completed, then both the Purchaser and Vendor acknowledge that neither party has an agency relationship.

26. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

27. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or

pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

28. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on _____, 202__, after which time if not accepted, this Offer will become null and void.

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED _____, 202__

PURCHASER: KUI CHEN

Per: _____
Authorized Signatory

_____
Witness

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED _____, 202__

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: KUI CHEN
(the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.**
(collectively, the "**Developer**")

RE: Proposed purchase of Strata Lot 1-2 Unit No. 1-2 (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**") constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Potential Purchaser for the Property, and hereby gives written notice to the Potential Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;

2. the rights and protections of the Act are not available to the Potential Purchaser; and

3. the Developer is not required to provide to the Potential Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the ____ day of _____, 202___.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date:	September 25, 2023	
Vendor:	**1076255 B.C. Ltd.** and Lightstone Development Ltd. #1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5	Tel: 604-716-1989
Purchaser:	1363448 B.C. LTD. and Qing Su The Purchaser certifies to the Vendor that they are not non-residents of Canada under the *Income Tax Act* (Canada).	Tel: Email: sliu@triviumlaw.com
Property:	Strata Lots 3, 4 and 5 (together, the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**"), which Development will form part of a larger mixed-use development constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**"). The Property is anticipated to have an approximate area of: 213.1 m^2 as shown on the Preliminary Strata Plan (as hereinafter defined).	
Proposed Use:	General Office or Retail Use	
Purchase Price:	[redacted] The Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 14 hereof).	
Parking:	The Purchase Price includes the right to use 6 parking stall(s), 0 bicycle locker(s), and 0 storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).	
Preliminary Form of Information Summary	The Purchaser hereby acknowledges and agrees that the Information Summary provided to the Purchaser is in a preliminary form and may be updated from time to time. Certain updates to the Information Summary may be significant, and may include, but not limited to, stratifying the parking stalls, updating interim budgets or unit entitlements.	

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Purchaser acknowledges that it is purchasing a strata lot which is to be constructed or is presently under construction by the Vendor. The Property is shown and described generally on the Preliminary Strata Plan (as hereinafter defined) and Base Building Specifications, respectively, copies of which have been included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein, it being acknowledged by the parties hereto that

the Property will have the final configuration and area as shown on the Final Strata Plan and Final Building Survey as those terms are defined in Section 6 hereof.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this **"Agreement"**.

For the purposes of this Agreement:

(a) **"Business Day"** means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) **"Information Summary"** means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Preliminary Strata Plan for the Development and a copy of the Proposed Bylaws for the Development which the Vendor intends to cause to be filed in the Land Title Office with respect to the Development;

(c) **"Land Title Office"** means the New Westminster Land Title Office;

(d) **"Permitted Encumbrances"** means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) **"Vendor's Financial Charges"** means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

The Purchaser acknowledges that the Purchaser will be provided with a copy of the Information Summary for the Development, including all amendments thereto up to and including the date hereof within five (5) Business Days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to an aggregate of [redacted] the **"Deposit"**) to be paid by the Purchaser or the Purchaser's solicitor, Trivium Law, to Chen & Leung in trust plus any amounts to be advanced to the Vendor or at the direction of the Vendor directly by the Purchaser or the Purchaser's agent; plus

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 13, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Purchaser acknowledges and agrees that there is no deposit protection insurance applicable to any Deposits paid pursuant to the terms of the Offer.

The Deposit will be dealt with as follows:

(c) subject only to subsections 2(d) to 2(g), the Deposit shall not be used by the Vendor in any way except with the explicit written consent of the Purchaser;

(d) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price;

(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor to the Purchaser if the Purchaser's Rescission Notice is delivered to the Vendor within the applicable time limited therefor pursuant to section 4 hereof;

(f) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if:

(i) this Agreement is terminated in accordance with Section 3 hereof; or

(ii) this Agreement is not terminated in accordance with Section 3 hereof, and the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(g) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

3. COMPLETION

The completion of the purchase and sale of the Property will take place on that date (the "**Completion Date**") specified in a written notice (the "**Notice**") from the Vendor to the Purchaser to be delivered to the Purchaser no later than that date which is between two (2) and thirty (30) days after the later of (i) the date that title to the Property is issued by the Land Title Office, and (ii) the date that the construction of the improvements forming part of the Property are substantially completed as confirmed by the architect or engineer retained by the Vendor in connection with the Development (the "**Vendor's Consultant**"). The Completion Date specified in the Notice will be a minimum of fifteen (15) Business Days (or as otherwise may be agreed between the parties) and no more than thirty (30) days from the date of delivery of the Notice. The Notice delivered from the Vendor to the Purchaser may be based on the Vendor's estimate as to when title to the Property will be issued by the Land Title Office and/or when the construction of the improvements forming part of the Property will be substantially completed as confirmed by the Vendor's Consultant. If on the Completion Date so established title to the Property has not been issued by the Land Title Office or the construction of the improvements forming part of the Property are not substantially completed as confirmed by the Vendor's Consultant, then the Vendor may delay the Completion Date for up to thirty (30) days from time to time as required by notice of such delay to the Purchaser. If the Completion Date has not occurred by the Outside Date (as defined below), then either of the Vendor or the Purchaser, may at its option, exercisable by written notice from such party to the other, terminate

this Agreement and upon such termination, the Deposit will be returned by the Vendor to the Purchaser, and the Vendor and the Purchaser will be released from all of their obligations hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser delivered at any time prior to the then current Outside Date, in addition to any extension pursuant to Subsection 3(a) above and whether or not any delay described in Subsection 3(a) above has occurred, elect to extend the Outside Date for an aggregate period of an additional one hundred and eighty (180) days.

For the purposes of this Section 3, "**Outside Date**" means February 28, 2025 as such date may be extended by the terms and conditions contained herein.

If the Completion Date or the Outside Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date or the Outside Date, as the case may be, will be the next following Business Day.

4. PURCHASER'S RESCISSION RIGHT

This Agreement may be rescinded by the Purchaser by written notice to the Vendor within seven (7) days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser (the "**Purchaser's Rescission Notice**"). If the Purchaser delivers the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be null and void and neither party will have any further legal obligations to the other thereafter under this Agreement, and the First Deposit will be forthwith repaid to the Purchaser, together with accrued interest, if any. If the Purchaser fails to deliver the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be firm and binding and the Purchaser will have no further rescission rights.

5. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 13 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 13 hereof following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(b) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 13 hereof. If a separate

assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

6. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the preliminary strata plan (the "**Preliminary Strata Plan**") included in the Information Summary. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan, and that the actual size, dimensions and/or configuration of the strata lots and/or other limited common property and/or common property as set forth in the final strata plan (the "**Final Strata Plan**") and/or final building survey (the "**Final Building Survey**") for the Development may vary from what is depicted on the Preliminary Strata Plan and/or set out in the Information Summary, including the Base Building Specifications;

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Preliminary Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any

marketing materials and the Final Strata Plan and the Final Building Survey, the Final Strata Plan and Final Building Survey will prevail,

provided that if the Property as shown on the Final Strata Plan is more than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced or increased, as applicable, by an amount equal to the number of percent by which the Property is more than 5% smaller or larger, as applicable, multiplied by the Purchase Price, and neither of the parties hereto will have any other claim against the other in respect of such reduction or increase in the size of the Property. For clarity, if the Property as shown on the Final Strata Plan is less than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then neither party hereto will have any claim against the other in respect of same.

Notwithstanding the foregoing but subject to any adjustment of the Purchase Price as aforesaid, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 7), and the construction of the Property to the Base Building Specifications.

7. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 7(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 7, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the

Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

8. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 7, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to Clark Wilson LLP, in trust (the "**Vendor's Solicitors**") on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia), with interest thereon, if any, credited to the Vendor. The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback plus accrued interest less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

10. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 13 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 6, on the Completion Date, neither the Vendor nor the Strata Corporation created by the deposit of the Final Strata Plan will have any then-present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities, or similar services in connection with the initial construction of the Development.

11. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) concurrently with the application of the Vendor to file the Final Strata Plan in the Land Title Office, the Vendor will make application to file in the Land Title Office a notice of different bylaws pursuant to Sections 221 and 222 of the *Strata Property Act* which will be substantially in the form included in the Information Summary;

(b) upon registration of the Final Strata Plan, the Vendor will cause the Strata Corporation formed thereby to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) on the Completion Date, the Development will be zoned as a C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 12) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the **"Act"**) does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

12. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the "**Proposed Use**". The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

13. COMPLETION

At least three **(3) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 5 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time

after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

14. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

15. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 15(a)at any time after extending the Completion Date pursuant to Subsection 15(b) if the Purchaser fails to complete on or before such extended date. Should any extension of the Completion Date pursuant to Subsection 15(b) result in the Completion Date extending beyond the Outside Date, the Outside Date will be deemed to be extended to the next Business Day following the Completion Date.

16. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

17. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement may be assigned to any other entities (a) with the written consent of the Vendor, or (b) any affiliated entities of the Purchaser without the consent of the Vendor, provided that:

(i) the Purchaser provides the Vendor with notice of such assignment and evidence to satisfy the Vendor that the assignee is affiliated entity of the Purchaser;

(ii) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(iii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement.

For the purpose of this section, an affiliated entity shall have the same meaning as an "affiliate" under the *Business Corporation Act.*

18. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

19. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

20. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

21. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

22. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

23. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

24. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

25. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

26. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

27. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on October 15, 2023, after which time if not accepted, this Offer will become null and void.

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED: October 13, 2023.

PURCHASER:

Qing Su (Oct 13, 2023 13:52 PDT)

Qing Su

Witness

1363448 B.C. LTD.

Per: Lihua Zhang (Oct 13, 2023 17:30 PDT)

Authorized Signatory

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED October 6, 2023.

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: 1363448 B.C. LTD. and Qing Su

(the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.**
(collectively, the "**Developer**")

RE: Proposed purchase of Strata Lots 3, 4 and 5 (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**") constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Potential Purchaser for the Property, and hereby gives written notice to the Potential Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;
2. the rights and protections of the Act are not available to the Potential Purchaser; and
3. the Developer is not required to provide to the Potential Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the 6th day of October, 2023.

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

[redacted]

Final Audit Report 2023-10-14

Created:	2023-10-13
By:	Yun Hao Liu (jsun@triviumlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq5NTFXPLZJOgVHv-p4W0K-udp65Fmz3M

[redacted]

Document created by Yun Hao Liu (jsun@triviumlaw.com)
2023-10-13 - 8:31:47 PM GMT

Document emailed to Lihua Zhang (caoxuefang2717@gmail.com) for signature
2023-10-13 - 8:31:53 PM GMT

Document emailed to Qing Su (3049782707@qq.com) for signature
2023-10-13 - 8:31:53 PM GMT

Email viewed by Lihua Zhang (caoxuefang2717@gmail.com)
2023-10-13 - 8:31:55 PM GMT

Email viewed by Qing Su (3049782707@qq.com)
2023-10-13 - 8:32:41 PM GMT

Document e-signed by Qing Su (3049782707@qq.com)
Signature Date: 2023-10-13 - 8:52:09 PM GMT - Time Source: server

Document e-signed by Lihua Zhang (caoxuefang2717@gmail.com)
Signature Date: 2023-10-14 - 0:30:30 AM GMT - Time Source: server

Agreement completed.
2023-10-14 - 0:30:30 AM GMT

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date: _January 6th_____, 2025

Vendor: **1076255 B.C. Ltd.** and **Lightstone Development Ltd.** Tel: 604-716-1989

#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

Purchaser: 1518861 B.C. LTD. Tel: 778-898-0627

1414-175 1st Street West, North Vancouver, BC V7M 3N9 Canada

Email: luoyimingterry@gmail.com

The Purchaser certifies to the Vendor that he/she/they is/are ☐ is/are not ☒ *[check one]* a non-resident of Canada under the *Income Tax Act* (Canada).

Property: Strata Lot 3, 4, 5; Unit No 2A, 2B, 2C. (the "**Property**") in the commercial strata development known as "**Chloe - Commercial**" (the "**Development**"), and which Strata Lot is legally described as:

PID 032-299-974, STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-299-982, STRATA LOT 4 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-299-991, STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998

("**Lands**").

Proposed Use: _Investment_____

Purchase Price: [redacted] The Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 13 hereof).

Parking: The Purchase Price includes the right to use 0 parking stall(s), 0 bicycle locker(s), and 0 storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).

Receipt of Information Summary

The Purchaser acknowledges that he/she/it has received a copy of the Information Summary dated October 22, 2021 and, prior to entering into this Agreement (as defined in Section 1) has had a reasonable opportunity to read the Information Summary. The Purchaser acknowledges that the Information Summary is for information purposes only and that the Vendor reserves the right to make changes thereto. If there is any change to the information contained in the Information Summary which, in the sole opinion of the Vendor, is a significant change, other than those possible changes presently contemplated by the Vendor and described in the Information Summary, the Vendor may, at its option, advise the Purchaser of the change, in each case by way of a written notice thereof (each, a "**Notice of Change**") given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary, but any failure by the Vendor to provide a Notice of Change to the Purchaser will not be considered a default by the Vendor under this Agreement and will not alter, or release the Purchaser from, any of the obligations of the Purchaser hereunder.

Purchaser

Purchaser

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Property is substantially as shown on Strata Plan EPS9998 and Base Building Specifications, respectively, copies of which have been included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein it being acknowledged by the parties hereto that the Property will have the final configuration and area as shown on the Strata Plan.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this "**Agreement**".

For the purposes of this Agreement:

(a) "**Business Day**" means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) "**Information Summary**" means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Strata Plan for the Development and a copy of the Bylaws for the Development;

(c) "**Land Title Office**" means the New Westminster Land Title Office;

(d) "**Permitted Encumbrances**" means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) "**Vendor's Financial Charges**" means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to [redacted] the "**Deposit**") by way of a non-refundable deposit to be paid by the Purchaser to the Vendor's Solicitors in trust by way of certified cheque, bank draft or solicitor's certified trust cheque within five (5) days following the Vendor's acceptance of the Offer; and

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 12, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Deposit will be held in trust by the Vendor's Solicitors, and the Vendor and the Purchaser hereby direct the Vendor's Solicitors to deal with the Deposit as follows:

(c) to deposit the Deposit in a non-interest bearing trust account with a Canadian Chartered Bank, Trust Company or Credit Union authorized to carry on business in British Columbia;

(d) to pay the Deposit to the Vendor in accordance with this Agreement on the Completion Date on account of the Purchase Price to the Purchaser;

(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor's Solicitors to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if the Vendor fails to complete the sale of the Property on the terms and conditions herein contained;

(f) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor's Solicitors, upon receipt of a copy of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages. The Purchaser acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the copy of the Termination Notice provided by the Vendor in disbursing the Deposit in accordance with this Subsection 2(h)(ii) notwithstanding the Vendor's or Vendor's Solicitors' knowledge of any adverse claim to the Deposit including a claim by the Purchaser and the Purchaser and the Vendor hereby irrevocably authorize and direct the Vendor's Solicitors to release the Deposit to the Vendor in accordance with the Subsection 2(h)(ii).

3. COMPLETION

January 30, 2025

The completion of the purchase and sale of the Property will take place on (the "**Completion Date**"), provided that if the Vendor is delayed from completing the sale of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Completion Date will be extended for a period equivalent to such period of delay.

If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following Business Day.

4. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 12 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 12 hereof following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(c) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 12 hereof. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

5. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the strata plan (the "**Strata Plan**"), a copy of which is attached hereto as Schedule B. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the dimensions, lot lines and location of the strata lots in the Development are as set out in the Strata Plan and the final building survey (the "**Final Building Survey**");

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any marketing materials and the Final Building Survey, the Strata Plan and Final Building Survey will prevail.

Notwithstanding the foregoing, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 6), and the construction of the Property to the Base Building Specifications.

6. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the

parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 6(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 6, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

7. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 6, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

8. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia). The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

9. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 12 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 5, on the Completion Date, the Property will have been constructed to the Base Building Specifications and in accordance with all applicable laws, and all electrical and mechanical systems therein provided for in the Base Building Specifications will be in good working order.

10. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) the Vendor has filed in the Land Title Office a notice of different bylaws pursuant to Section 245 of the *Strata Property Act*. As the Strata Corporation is in operation, the Purchaser is advised to obtain a copy of the most updated bylaws from the Strata Corporation directly;

(b) the Vendor will cause the Strata Corporation to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise

set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) the Development is zoned as C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 11) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the **"Act"**) does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

11. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the **"Proposed Use"**. The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

12. COMPLETION

At least five **(5) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 4 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion

Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

13. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise*

Tax Act (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

14. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them to the Vendor upon written demand therefor by the Vendor; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 14(a) at any time after extending the Completion Date pursuant to Subsection 14(b) if the Purchaser fails to complete on or before such extended date.

15. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

16. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement will not be assigned without the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole discretion. The parties hereto hereby agree that the Vendor may in its sole discretion consent to the assignment of this Agreement and the rights of the Purchaser hereunder:

(a) if the Completion Date has not yet been established in accordance with Section 3;

(b) if the proposed assignee (the "**Proposed Assignee**") is either wholly owned by, or wholly owns, the Purchaser and the Purchaser or its solicitor provides such proof thereof as will be required by the Vendor's Solicitors acting reasonably;

(c) the Purchaser and the Proposed Assignee enter into the Vendor's form of assignment and assumption agreement pursuant to which:

(i) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(ii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement; and

(d) the Purchaser pays to the Vendor an administration fee equal to $1,000 plus applicable taxes, together with legal expenses incurred by the Vendor in respect of such assignment (the "**Assignment Fee**") within two (2) Business Days after the later of the Vendor providing such consent and the Purchase and the Purchaser and the Proposed Assignee executing the assignment (a copy of which shall be provided to the Vendor forthwith upon such execution). The Assignment Fee will be equal to only $500.00 plus applicable taxes and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

17. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

18. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

19. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

20. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

21. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

22. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

23. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

24. AGENCY DISCLOSURE

A. The Vendor has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage); and

B. The Purchaser has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage).

If only (A) has been completed, the Purchaser is acknowledging no agency relationship. If only (B) is completed the Vendor is acknowledging no agency relationship. If neither (A) or (B) are completed, then both the Purchaser and Vendor acknowledge that neither party has an agency relationship.

25. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

26. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

27. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on January 20, 2025, after which time if not accepted, this Offer will become null and void.

law terry

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED January 6th, 2025

PURCHASER:

Per: Luo Yiming 1518861 BC LTD Per Luo, Yiming
Authorized Signatory

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED January 6th, 2025

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: 1518861 B.C. LTD.
(the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.**
(collectively, the "**Developer**")

RE: Proposed purchase of Strata Lot 3,4,5 Unit No. 2A, 2B, 2C (the "**Property**") in the commercial strata development known as "**Chloe - Commercial**" (the "**Development**") constructed on located at 2096 West 47th Avenue, Vancouver, British Columbia, and which Strata Lot is legally described as:

PID 032-299-974, STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-299-982, STRATA LOT 4 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-299-991, STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998.

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Proposed Purchaser for the Property, and hereby gives written notice to the Proposed Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;

2. the rights and protections of the Act are not available to the Proposed Purchaser; and

3. the Developer is not required to provide to the Proposed Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the 6th day of January, 2025.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "B"

STRATA PLAN EPS9998

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date:	September 25, 2023	
Vendor:	**1076255 B.C. Ltd.** and Lightstone Development Ltd. #1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5	Tel: 604-716-1989
Purchaser:	Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung	Tel: Email: sliu@triviumlaw.com
	The Purchaser certifies to the Vendor that they are not non-residents of Canada under the *Income Tax Act* (Canada).	
Property:	Strata Lots 6, 7 and 8 (together, the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**"), which Development will form part of a larger mixed-use development constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**"). The Property is anticipated to have an approximate area of: 518.5 m^2 as shown on the Preliminary Strata Plan (as hereinafter defined).	
Proposed Use:	General Office or Retail Use	
Purchase Price:	[redacted]he Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 14 hereof).	
Parking:	The Purchase Price includes the right to use 14 parking stall(s), 0 bicycle locker(s), and 0 storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).	
Preliminary Form of Information Summary	The Purchaser hereby acknowledges and agrees that the Information Summary provided to the Purchaser is in a preliminary form and may be updated from time to time. Certain updates to the Information Summary may be significant, and may include, but not limited to, stratifying the parking stalls, updating interim budgets or unit entitlements.	

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Purchaser acknowledges that it is purchasing a strata lot which is to be constructed or is presently under construction by the Vendor. The Property is shown and described generally on the Preliminary Strata Plan (as hereinafter defined) and Base Building Specifications, respectively, copies of which have been

included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein, it being acknowledged by the parties hereto that the Property will have the final configuration and area as shown on the Final Strata Plan and Final Building Survey as those terms are defined in Section 6 hereof.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this **"Agreement"**.

For the purposes of this Agreement:

(a) **"Business Day"** means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) **"Information Summary"** means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Preliminary Strata Plan for the Development and a copy of the Proposed Bylaws for the Development which the Vendor intends to cause to be filed in the Land Title Office with respect to the Development;

(c) **"Land Title Office"** means the New Westminster Land Title Office;

(d) **"Permitted Encumbrances"** means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) **"Vendor's Financial Charges"** means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

The Purchaser acknowledges that the Purchaser will be provided with a copy of the Information Summary for the Development, including all amendments thereto up to and including the date hereof within five (5) Business Days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal t[redacted](the "**Deposit**") by way of deposit to be paid by the Purchaser or the Purchaser's solicitor, Trivium Law, to Chen & Leung in trust for the Vendor by way of certified cheque, bank draft or solicitor's trust cheque; plus

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 13, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Purchaser acknowledges and agrees that there is no deposit protection insurance applicable to any Deposits paid pursuant to the terms of the Offer.

The Deposit will be dealt with as follows:

(c) subject only to subsections 2(d) to 2(g), the Deposit shall not be released to the Vendor or used by the Vendor in any way except with the explicit written consent of the Purchaser;

(d) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price;

(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor to the Purchaser if the Purchaser's Rescission Notice is delivered to the Vendor within the applicable time limited therefor pursuant to section 4 hereof;

(f) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if:

(i) this Agreement is terminated in accordance with Section 3 hereof; or

(ii) this Agreement is not terminated in accordance with Section 3 hereof, and the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(g) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

3. COMPLETION

The completion of the purchase and sale of the Property will take place on that date (the "**Completion Date**") specified in a written notice (the "**Notice**") from the Vendor to the Purchaser to be delivered to the Purchaser no later than that date which is between two (2) and thirty (30) days after the later of (i) the date that title to the Property is issued by the Land Title Office, and (ii) the date that the construction of the improvements forming part of the Property are substantially completed as confirmed by the architect or engineer retained by the Vendor in connection with the Development (the "**Vendor's Consultant**"). The Completion Date specified in the Notice will be a minimum of fifteen (15) Business Days (or as otherwise may be agreed between the parties) and no more than thirty (30) days from the date of delivery of the Notice. The Notice delivered from the Vendor to the Purchaser may be based on the Vendor's estimate as to when title to the Property will be issued by the Land Title Office and/or when the construction of the improvements forming part of the Property will be substantially completed as confirmed by the Vendor's Consultant. If on the Completion Date so established title to the Property has not been issued by the Land Title Office or the construction of the improvements forming part of the Property are not substantially completed as confirmed by the Vendor's Consultant, then the Vendor may delay the Completion Date for up to thirty (30) days from time to time as required by notice of such delay to the Purchaser. If the Completion Date has not occurred by the Outside Date (as defined below), then either of the Vendor or the Purchaser, may at its option, exercisable by written notice from such party to the other, terminate

this Agreement and upon such termination, the Deposit will be returned by the Vendor to the Purchaser, and the Vendor and the Purchaser will be released from all of their obligations hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser delivered at any time prior to the then current Outside Date, in addition to any extension pursuant to Subsection 3(a) above and whether or not any delay described in Subsection 3(a) above has occurred, elect to extend the Outside Date for an aggregate period of an additional one hundred and eighty (180) days.

For the purposes of this Section 3, "**Outside Date**" means February 28, 2025 as such date may be extended by the terms and conditions contained herein.

If the Completion Date or the Outside Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date or the Outside Date, as the case may be, will be the next following Business Day.

4. PURCHASER'S RESCISSION RIGHT

This Agreement may be rescinded by the Purchaser by written notice to the Vendor within seven (7) days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser (the "**Purchaser's Rescission Notice**"). If the Purchaser delivers the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be null and void and neither party will have any further legal obligations to the other thereafter under this Agreement, and the First Deposit will be forthwith repaid to the Purchaser, together with accrued interest, if any. If the Purchaser fails to deliver the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be firm and binding and the Purchaser will have no further rescission rights.

5. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 13 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 13 hereof following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(b) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 13 hereof. If a separate

assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

6. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the preliminary strata plan (the "**Preliminary Strata Plan**") included in the Information Summary. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan, and that the actual size, dimensions and/or configuration of the strata lots and/or other limited common property and/or common property as set forth in the final strata plan (the "**Final Strata Plan**") and/or final building survey (the "**Final Building Survey**") for the Development may vary from what is depicted on the Preliminary Strata Plan and/or set out in the Information Summary, including the Base Building Specifications;

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Preliminary Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any

marketing materials and the Final Strata Plan and the Final Building Survey, the Final Strata Plan and Final Building Survey will prevail,

provided that if the Property as shown on the Final Strata Plan is more than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced or increased, as applicable, by an amount equal to the number of percent by which the Property is more than 5% smaller or larger, as applicable, multiplied by the Purchase Price, and neither of the parties hereto will have any other claim against the other in respect of such reduction or increase in the size of the Property. For clarity, if the Property as shown on the Final Strata Plan is less than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then neither party hereto will have any claim against the other in respect of same.

Notwithstanding the foregoing but subject to any adjustment of the Purchase Price as aforesaid, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 7), and the construction of the Property to the Base Building Specifications.

7. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 7(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 7, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the

Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

8. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 7, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to Clark Wilson LLP, in trust (the "**Vendor's Solicitors**") on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia), with interest thereon, if any, credited to the Vendor. The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback plus accrued interest less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

10. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 13 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 6, on the Completion Date, neither the Vendor nor the Strata Corporation created by the deposit of the Final Strata Plan will have any then-present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities, or similar services in connection with the initial construction of the Development.

11. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) concurrently with the application of the Vendor to file the Final Strata Plan in the Land Title Office, the Vendor will make application to file in the Land Title Office a notice of different bylaws pursuant to Sections 221 and 222 of the *Strata Property Act* which will be substantially in the form included in the Information Summary;

(b) upon registration of the Final Strata Plan, the Vendor will cause the Strata Corporation formed thereby to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) on the Completion Date, the Development will be zoned as a C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 12) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the **"Act"**) does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

12. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the **"Proposed Use"**. The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

13. COMPLETION

At least three **(3) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 5 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the **"Registered Owner"**), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the **"Beneficial Owner"**). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time

after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

14. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

15. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 15(a)at any time after extending the Completion Date pursuant to Subsection 15(b) if the Purchaser fails to complete on or before such extended date. Should any extension of the Completion Date pursuant to Subsection 15(b) result in the Completion Date extending beyond the Outside Date, the Outside Date will be deemed to be extended to the next Business Day following the Completion Date.

16. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

17. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement may be assigned to any other entities (a) with the written consent of the Vendor, or (b) any affiliated entities of the Purchaser without the consent of the Vendor, provided that:

(i) the Purchaser provides the Vendor with notice of such assignment and evidence to satisfy the Vendor that the assignee is affiliated entity of the Purchaser;

(ii) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(iii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement.

For the purpose of this section, an affiliated entity shall have the same meaning as an "affiliate" under the *Business Corporation Act.*

18. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

19. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

20. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

21. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

22. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

23. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

24. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

25. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

26. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

27. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on October 15, 2023, after which time if not accepted, this Offer will become null and void.

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED: _____, 2023.

PURCHASER:

_____	_____
Lei Bun Leung	Witness
_____	_____
Xiao Lian Zhang	Witness
_____	_____
Johnson Rui Leung	Witness
_____	_____
Jon Kit Leung	Witness
_____	_____
Karen Leung	Witness

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED October 6, 2023.

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: Lei Bun Leung, Xiao Lian Zhang, Johnson Rui Leung, Jon Kit Leung, Karen Leung
(the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.**
(collectively, the "**Developer**")

RE: Proposed purchase of Strata Lots 6, 7 and 8 (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**") constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Potential Purchaser for the Property, and hereby gives written notice to the Potential Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;
2. the rights and protections of the Act are not available to the Potential Purchaser; and
3. the Developer is not required to provide to the Potential Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the 6th day of October, 2023.

1076255 B.C. LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Xiao Song Zheng

Per: _____
Authorized Signatory

B. H.

Vendor Copy

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date: September 24, 2024

Vendor: **1076255 B.C. Ltd.** and Lightstone Development Ltd. Tel: 604-716-1989

#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

Purchaser: He, Hao Tel: 647-673-8766
Email: alina20010124@gmail.com

57 St Joseph st unit 2606, Toronto, ON M5S 0C5

The Purchaser certifies to the Vendor that he/she/they is/are ☐ is/are not ☐ *[check one]* a non-resident of Canada under the *Income Tax Act* (Canada).

Property: Strata Lot 6, 7, 8 Unit No. 2D & 2E &2F (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**"), which Development will form part of a larger mixed-use development constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884, Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453 (the "**Lands**"). The Property is anticipated to have an approximate area of: _518.68____ m^2 as shown on the Preliminary Strata Plan (as hereinafter defined), which such area being __5,581____ft^2 as calculated by multiplying __518.68_____ m^2 by 10.76.

Proposed Use: Investment

Purchase Price: [redacted]The Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 14 hereof).

Parking: The Purchase Price includes the right to use ___0____ parking stall(s), ___0____ bicycle locker(s), and ___0____ storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).

Preliminary Form of Information Summary: The Purchaser hereby acknowledges and agrees that the Information Summary provided to the Purchaser is in a preliminary form and may be updated from time to time. Certain updates to the Information Summary may be significant, and may include, but not limited to, stratifying the parking stalls, updating interim budgets or unit entitlements.

Purchaser

Purchaser

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted

Encumbrances (as hereinafter defined). The Purchaser acknowledges that it is purchasing a strata lot which is to be constructed or is presently under construction by the Vendor. The Property is shown and described generally on the Preliminary Strata Plan (as hereinafter defined) and Base Building Specifications, respectively, copies of which have been included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein, it being acknowledged by the parties hereto that the Property will have the final configuration and area as shown on the Final Strata Plan and Final Building Survey as those terms are defined in Section 6 hereof.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this **"Agreement"**.

For the purposes of this Agreement:

(a) **"Business Day"** means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) **"Information Summary"** means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Preliminary Strata Plan for the Development and a copy of the Proposed Bylaws for the Development which the Vendor intends to cause to be filed in the Land Title Office with respect to the Development;

(c) **"Land Title Office"** means the New Westminster Land Title Office;

(d) **"Permitted Encumbrances"** means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) **"Vendor's Financial Charges"** means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

The Purchaser acknowledges that the Purchaser will be provided with a copy of the Information Summary for the Development, including all amendments thereto up to and including the date hereof within five (5) Business Days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to [redacted] (the **"First Deposit"**) by way of a non-refundable deposit to be paid by the Purchaser directly to the Vendor upon presentation of this offer by the Purchaser to the Vendor by way of certified cheque, bank draft or solicitor's certified trust cheque;

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 13, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Purchaser acknowledges and agrees that the Deposit is being paid directly to the Vendor and there is no deposit protection insurance applicable to any Deposits paid pursuant to the terms of the Offer.

The Deposit will be dealt with as follows:

(c) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price.;

(d) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor to the Purchaser if the Purchaser's Rescission Notice is delivered to the Vendor within the applicable time limited therefor pursuant to section 4 hereof;

(e) to pay the Deposit or such lesser portion of the Deposit received by the Vendor to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if:

(i) this Agreement is terminated in accordance with Section 3 hereof; or

(ii) this Agreement is not terminated in accordance with Section 3 hereof, and the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(f) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor, upon the issuance of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will retain the non-refundable Deposit on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

3. COMPLETION

The completion of the purchase and sale of the Property will take place on that date (the "**Completion Date**") specified in a written notice (the "**Notice**") from the Vendor to the Purchaser to be delivered to the Purchaser no later than that date which is between two and 30 days after the later of (i) the date that title to the Property is issued by the Land Title Office, and (ii) the date that the construction of the improvements forming part of the Property are substantially completed as confirmed by the architect or engineer retained by the Vendor in connection with the Development (the "**Vendor's Consultant**"). The Completion Date specified in the Notice will be a minimum of seven (7) Business Days (or as otherwise may be agreed between the parties) and no more than thirty (30) days from the date of delivery of the Notice. The Notice delivered from the Vendor to the Purchaser may be based on the

Vendor's estimate as to when title to the Property will be issued by the Land Title Office and/or when the construction of the improvements forming part of the Property will be substantially completed as confirmed by the Vendor's Consultant. If on the Completion Date so established title to the Property has not been issued by the Land Title Office or the construction of the improvements forming part of the Property are not substantially completed as confirmed by the Vendor's Consultant, then the Vendor may delay the Completion Date for up to thirty (30) days from time to time as required by notice of such delay to the Purchaser. If the Completion Date has not occurred by the Outside Date (as defined below), then either of the Vendor or the Purchaser, may at its option, exercisable by written notice from such party to the other, terminate this Agreement and upon such termination, the Deposit will be returned by the Vendor to the Purchaser, and the Vendor and the Purchaser will be released from all of their obligations hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser delivered at any time prior to the then current Outside Date, in addition to any extension pursuant to Subsection 3(a) above and whether or not any delay described in Subsection 3(a) above has occurred, elect to extend the Outside Date for an aggregate period of an additional one hundred and eighty (180) days.

For the purposes of this Section 3, "**Outside Date**" means February 28, 2025 as such date may be extended by the terms and conditions contained herein.

If the Completion Date or the Outside Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date or the Outside Date, as the case may be, will be the next following Business Day.

4. PURCHASER'S RESCISSION RIGHT

This Agreement may be rescinded by the Purchaser by written notice to the Vendor within seven (7) days after the mutual execution and delivery of this Agreement by each of the Vendor and the Purchaser (the "**Purchaser's Rescission Notice**"). If the Purchaser delivers the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be null and void and neither party will have any further legal obligations to the other thereafter under this Agreement, and the First Deposit will be forthwith repaid to the Purchaser, together with accrued interest, if any. If the Purchaser fails to deliver the Purchaser's Rescission Notice to the Vendor on or before the aforementioned date, this Agreement will be firm and binding and the Purchaser will have no further rescission rights.

5. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 13 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 13 hereof following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(b) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 13 hereof. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

6. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the preliminary strata plan (the **"Preliminary Strata Plan"**) included in the Information Summary. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan, and that the actual size, dimensions and/or configuration of the strata lots and/or other limited common property and/or common property as set forth in the final strata plan (the **"Final Strata Plan"**) and/or final building survey (the **"Final Building Survey"**) for the Development may vary from what is depicted on the Preliminary Strata Plan and/or set out in the Information Summary, including the Base Building Specifications;

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Preliminary Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan and the Final Building Survey, the Final Strata Plan and Final Building Survey will prevail,

provided that if the Property as shown on the Final Strata Plan is more than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced or increased, as applicable, by an amount equal to the number of percent by which the Property is more than 5% smaller or larger, as applicable, multiplied by the Purchase Price, and neither of the parties hereto will have any other claim against the other in respect of such reduction or increase in the size of the Property. For clarity, if the Property as shown on the Final Strata Plan is less than 5% smaller or larger as compared to it as shown on the Preliminary Strata Plan, then neither party hereto will have any claim against the other in respect of same.

Notwithstanding the foregoing but subject to any adjustment of the Purchase Price as aforesaid, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 7), and the construction of the Property to the Base Building Specifications.

7. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 7(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 7, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

8. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 7, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

9. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's solicitors, Clark Wilson LLP, in trust (the "**Vendor's Solicitors**") on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia), with interest thereon, if any, credited to the Vendor. The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback plus accrued interest less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

10. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 13 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 6, on the Completion Date, neither the Vendor nor the Strata Corporation created by the deposit of the Final Strata Plan will have any then-present or future obligation to construct or provide, or to pay any amount to any person in connection with, off-site services, utilities, or similar services in connection with the initial construction of the Development.

11. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) concurrently with the application of the Vendor to file the Final Strata Plan in the Land Title Office, the Vendor will make application to file in the Land Title Office a notice of different bylaws pursuant to Sections 221 and 222 of the *Strata Property Act* which will be substantially in the form included in the Information Summary;

(b) upon registration of the Final Strata Plan, the Vendor will cause the Strata Corporation formed thereby to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) on the Completion Date, the Development will be zoned as a C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 12) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the **"Act"**) does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

12. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the **"Proposed Use"**. The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

13. COMPLETION

At least three **(3) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 5 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the

Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

14. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the

foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

15. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 15(a)at any time after extending the Completion Date pursuant to Subsection 15(b) if the Purchaser fails to complete on or before such extended date. Should any extension of the Completion Date pursuant to Subsection 15(b) result in the Completion Date extending beyond the Outside Date, the Outside Date will be deemed to be extended to the next Business Day following the Completion Date.

16. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

17. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement will not be assigned without the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole discretion. The parties hereto hereby agree that the Vendor may in its sole discretion consent to the assignment of this Agreement and the rights of the Purchaser hereunder:

(a) if the Completion Date has not yet been established in accordance with Section 3;

(b) if the proposed assignee (the "**Proposed Assignee**") is either wholly owned by, or wholly owns, the Purchaser and the Purchaser or its solicitor provides such proof thereof as will be required by the Vendor's Solicitors acting reasonably;

(c) the Purchaser and the Proposed Assignee enter into the Vendor's form of assignment and assumption agreement pursuant to which:

(i) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(ii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement; and

(d) the Purchaser pays to the Vendor an administration fee equal to $1,000 plus applicable taxes, together with legal expenses incurred by the Vendor in respect of such assignment (the "**Assignment Fee**") within two (2) Business Days after the later of the Vendor providing such consent and the Purchase and the Purchaser and the Proposed Assignee executing the assignment (a copy of which shall be provided to the Vendor forthwith upon such execution). The Assignment Fee will be equal to only $500.00 plus applicable taxes and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

18. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or

email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

19. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

20. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

21. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

22. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

23. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

24. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

25. AGENCY DISCLOSURE

A. The Vendor has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage); and

B. The Purchaser has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage).

If only (A) has been completed, the Purchaser is acknowledging no agency relationship. If only (B) is completed the Vendor is acknowledging no agency relationship. If neither (A) or (B) are completed, then both the Purchaser and Vendor acknowledge that neither party has an agency relationship.

26. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

27. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

28. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on _____, 202__, after which time if not accepted, this Offer will become null and void.

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED _____, 202__

PURCHASER:

Per: _____ _____
Authorized Signatory Witness

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED Oct. 9, 2024

1076255 B.C. LTD.

Per: _____
XIAO SONG ZHENG
Director

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
XIAO SONG ZHENG
Director

Authorized Signatory

Per: _____
Authorized Signatory

Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: ♦ He, Hao
(the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.**
(collectively, the "**Developer**")

RE: Proposed purchase of Strata Lot _6, 7, 8__ Unit No. _2D & 2E &2F__ (the "**Property**") in the commercial strata development to be known as "**Chloe - Commercial**" (the "**Development**") constructed or to be constructed on lands located at 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Potential Purchaser for the Property, and hereby gives written notice to the Potential Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;
2. the rights and protections of the Act are not available to the Potential Purchaser; and
3. the Developer is not required to provide to the Potential Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the _24th___ day of ___September_____, 202_4__.

1076255 B.C. LTD.

Per: _____
Authorized Signatory
XIAO SONG ZHENG
Director

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory
XIAO SONG ZHENG
Director

Per: _____
Authorized Signatory

CHLOE – COMMERCIAL

2096 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date: _January 6th_____, 2025

Vendor: **1076255 B.C. Ltd.** and **Lightstone Development Ltd.** Tel: 604-716-1989

#1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5

Purchaser: 1518861 B.C. LTD. Tel: 778-898-0627
Email: luoyimingterry@gmail.com

1414-175 1st Street West, North Vancouver, BC V7M 3N9
Canada

The Purchaser certifies to the Vendor that he/she/they is/are ☐ is/are not ☒ *[check one]* a non-resident of Canada under the *Income Tax Act* (Canada).

Property: Strata Lot 9, 10, 11; Unit No 3A, 3B, 3C. (the "**Property**") in the commercial strata development known as "**Chloe - Commercial**" (the "**Development**"), and which Strata Lot is legally described as:

PID 032-300-034, STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-300-042, STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-300-051, STRATA LOT 11 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998

("**Lands**").

Proposed Use: _Investment_____

Purchase Price: [redacted] The Purchase Price excludes Goods and Services Taxes ("**GST**") and any other applicable taxes (see Section 13 hereof).

Parking: The Purchase Price includes the right to use 0 parking stall(s), 0 bicycle locker(s), and 0 storage lockers(s) to be allocated in the manner described in the Information Summary (as hereinafter defined).

Receipt of Information Summary

The Purchaser acknowledges that he/she/it has received a copy of the Information Summary dated October 22, 2021 and, prior to entering into this Agreement (as defined in Section 1) has had a reasonable opportunity to read the Information Summary. The Purchaser acknowledges that the Information Summary is for information purposes only and that the Vendor reserves the right to make changes thereto. If there is any change to the information contained in the Information Summary which, in the sole opinion of the Vendor, is a significant change, other than those possible changes presently contemplated by the Vendor and described in the Information Summary, the Vendor may, at its option, advise the Purchaser of the change, in each case by way of a written notice thereof (each, a "**Notice of Change**") given by the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's solicitors/notary, but any failure by the Vendor to provide a Notice of Change to the Purchaser will not be considered a default by the Vendor under this Agreement and will not alter, or release the Purchaser from, any of the obligations of the Purchaser hereunder.

Luo Jiming
Purchaser
Purchaser

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Property is substantially as shown on Strata Plan EPS9998 and Base Building Specifications, respectively, copies of which have been included in the Information Summary, which plans and specifications may be changed or modified by the Vendor pursuant to the terms and conditions stated herein it being acknowledged by the parties hereto that the Property will have the final configuration and area as shown on the Strata Plan.

This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this "**Agreement**".

For the purposes of this Agreement:

(a) "**Business Day**" means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) "**Information Summary**" means that information summary dated for reference October 22, 2021 and all amendments thereto, which includes information relating to the Development in which the Property is located and includes without limitation a copy of the Strata Plan for the Development and a copy of the Bylaws for the Development;

(c) "**Land Title Office**" means the New Westminster Land Title Office;

(d) "**Permitted Encumbrances**" means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances referred to in the Information Summary; and

(e) "**Vendor's Financial Charges**" means those financial charges encumbering the Property as security for the Vendor's financing of the Development and any liens or other charges filed under the *Builders Lien Act* (British Columbia) relating to work performed by or at the request of the Vendor which are filed in the Land Title Office against the Property as of the Completion Date.

Capitalized terms used herein and not otherwise defined in this Agreement will have the meanings given to them in the Information Summary.

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to [redacted] (the "**Deposit**") by way of a non-refundable deposit to be paid by the Purchaser to the Vendor's Solicitors in trust by way of certified cheque, bank draft or solicitor's certified trust cheque within five (5) days following the Vendor's acceptance of the Offer; and

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 12, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Deposit will be held in trust by the Vendor's Solicitors, and the Vendor and the Purchaser hereby direct the Vendor's Solicitors to deal with the Deposit as follows:

(c) to deposit the Deposit in a non-interest bearing trust account with a Canadian Chartered Bank, Trust Company or Credit Union authorized to carry on business in British Columbia;

(d) to pay the Deposit to the Vendor in accordance with this Agreement on the Completion Date on account of the Purchase Price to the Purchaser;

(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor's Solicitors to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if the Vendor fails to complete the sale of the Property on the terms and conditions herein contained;

(f) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor's Solicitors, upon receipt of a copy of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages. The Purchaser acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the copy of the Termination Notice provided by the Vendor in disbursing the Deposit in accordance with this Subsection 2(h)(ii) notwithstanding the Vendor's or Vendor's Solicitors' knowledge of any adverse claim to the Deposit including a claim by the Purchaser and the Purchaser and the Vendor hereby irrevocably authorize and direct the Vendor's Solicitors to release the Deposit to the Vendor in accordance with the Subsection 2(h)(ii).

3. COMPLETION

January 30, 2025

The completion of the purchase and sale of the Property will take place on (the "**Completion Date**"), provided that if the Vendor is delayed from completing the sale of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Completion Date will be extended for a period equivalent to such period of delay.

If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following Business Day.

4. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 12 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

The Vendor will convey title to the Property free and clear of all encumbrances except the Permitted Encumbrances and any Vendor's Financial Charges to be discharged in accordance with Section 12 hereof following the Completion Date and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(c) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 12 hereof. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

5. CONSTRUCTION

The Vendor will, prior to the Completion Date and as determined by the Vendor's Consultant in its sole discretion, substantially complete the construction of the Property to the Base Building Specifications as set out and defined in the Information Summary. The Purchaser acknowledges and agrees that:

(a) Other than as set out in the Base Building Specifications, the Vendor will not provide any work, improvements or equipment to the Property;

(b) Other than as provided for in the Base Building Specifications, any required building permits or construction approvals with respect to the Property will be the responsibility of the Purchaser;

(c) the area measurements of the Property and the Development are approximate and based on architectural drawings and measurements;

(d) the final floor plans and surveyed areas of the Property and the Development may vary;

(e) the Property is generally as shown on the strata plan (the "**Strata Plan**"), a copy of which is attached hereto as Schedule B. The Vendor may make alterations to and determine the features and layout of the Property which are required by the Vendor in its sole discretion, or by the City of Vancouver in connection with the Vendor's Development approvals. The Vendor reserves the right to alter the common property of the Development at any time and from time to time in its sole discretion;

(f) the dimensions, lot lines and location of the strata lots in the Development are as set out in the Strata Plan and the final building survey (the "**Final Building Survey**");

(g) the areas and dimensions of the strata lots in the Development set out in the Information Summary, this Agreement and related marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Property) in the Development; and

(h) in the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots and/or other limited common property and/or common property in the Strata Plan, the Information Summary, including the Base Building Specifications, this Agreement, any architectural plans relating to the Development and/or any marketing materials and the Final Building Survey, the Strata Plan and Final Building Survey will prevail.

Notwithstanding the foregoing, the Purchaser acknowledges and agrees that the Vendor may, from time to time and without notice or compensation to or consent from the Purchaser, make any changes to the Property and/or Development, or any modifications in features, design, configuration and layout of the Property and/or Development as may be desirable or reasonably required, as determined by the Vendor in its sole discretion, including any changes or modifications required by any governmental or other approving authority or any changes or modifications required to improve the structural integrity of the Development, its mechanical or utility systems, its ability to withstand water penetration or its aesthetics.

If any issue regarding construction matters cannot be resolved by the parties, each acting reasonably, then the professional opinion of the Vendor's Consultant will be binding on the parties, including matters related to the existence and the rectification of Deficiencies, (as defined in Section 6), and the construction of the Property to the Base Building Specifications.

6. PRE-CLOSING WALKTHROUGH

(a) The Purchaser, or its representative, and a representative of the Vendor will be entitled to complete a walkthrough of the Property at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date. At the conclusion of such walkthrough a conclusive list of any defects or deficiencies (collectively, the "**Deficiencies**") will be prepared by a representative of the Vendor, the

parties or their representatives will sign the list of Deficiencies, and the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis subject only to the Deficiencies, and except as otherwise set out herein.

(b) Subject to Subsection 6(c), if the Purchaser fails to attend or complete the walkthrough, or sign the list of Deficiencies, all in accordance with this Section 6, then the Purchaser will be deemed to have accepted the physical condition of the Property on an "as is, where is" basis except as otherwise set out herein.

(c) If there is any dispute as to the defects or deficiencies to be included in the list of Deficiencies, the Vendor's Consultant will determine the list of Deficiencies, in its sole and absolute discretion, it being agreed that such determination will be binding upon the parties and need not occur prior to the Completion Date.

(d) If there are any Deficiencies noted by the parties, or determined by the Vendor's Consultant, then the parties acknowledge and agree that: (i) the Vendor will remedy the Deficiencies, to the satisfaction of the Vendor's Consultant and that such remediation may not occur until after the Completion Date; (ii) notwithstanding the existence of any Deficiencies on the Completion Date, the Purchaser will not be entitled to elect not to complete the purchase of the Property and there will be no deficiency holdback in respect of any Deficiencies which may exist on the Completion Date; and (iii) the Purchaser will provide the Vendor or a representative of the Vendor access to the Property during reasonable business hours on 24 hours' prior notice to remediate any outstanding Deficiencies existing after the Completion Date.

7. ACCESS TO PROPERTY/DEVELOPMENT

Subject to Section 6, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's Consultant, the Vendor's partners, their respective directors, shareholders, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

8. LIEN HOLDBACK

Any portion of the Purchase Price required by law to be held back by the Purchaser with respect to potential builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held by the Vendor's Solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and *the Builders Lien Act* (British Columbia). The Lien Holdback will be held in trust solely with respect to builder's lien claims registered in the Land Title Office or filed in the applicable court registry in connection with work done at the direction of the Vendor.

The Vendor's Solicitors are authorized to pay to the Vendor on the fifty-sixth (56th) day following the earlier of: (i) the Completion Date; (ii) and the date the Vendor's Consultant has certified that the construction of the improvements forming part of the Property are substantially completed, the Lien Holdback less the amount representing builders' lien claims filed against title to the Property or in the applicable court registry which the Purchaser's solicitor has notified the Vendor's Solicitor of in writing by 1:00 p.m. that day, if any.

The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the expense of the Vendor.

9. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to the Purchaser that:

(a) on the Completion Date, the Vendor agrees that it will deliver to the Purchaser title to the Property free and clear of all encumbrances, charges, claims, judgments and liens except for the Permitted Encumbrances and those Vendor's Financial Charges which are to be discharged pursuant to Section 12 hereof;

(b) the Vendor has the full right, power and authority to enter this Agreement and to observe and perform all of its obligations hereunder;

(c) the Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada); and

(d) subject to Section 5, on the Completion Date, the Property will have been constructed to the Base Building Specifications and in accordance with all applicable laws, and all electrical and mechanical systems therein provided for in the Base Building Specifications will be in good working order.

10. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) the Vendor has filed in the Land Title Office a notice of different bylaws pursuant to Section 245 of the *Strata Property Act*. As the Strata Corporation is in operation, the Purchaser is advised to obtain a copy of the most updated bylaws from the Strata Corporation directly;

(b) the Vendor will cause the Strata Corporation to prepare an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis. An estimated operating budget is included in the Information Summary;

(c) except as otherwise set out herein, the Purchaser is purchasing the Property on an "as is" basis and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Vendor, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property. Without limiting the forgoing, the Purchaser is to rely upon its own investigation of the Property and the Development to satisfy itself as to all aspects of the Property and, except as otherwise

set out herein, the Vendor makes no warranty or representation whatsoever as to the physical, structural, environmental or geotechnical condition of the Property or as to any permitted or potential uses of the Property;

(d) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(e) the Development is zoned as C-2 (the **"Zone"**) under the City of Vancouver's Zoning Bylaw or such other zone under such bylaw provided that the Proposed Use (as defined in Section 11) is permitted under such other zone. For clarity, the Vendor makes no representation or warranty as to whether the Proposed Use is permitted under the Zone;

(f) the Development will be used and marketed by the Vendor only for industrial or commercial purposes, that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) (the **"Act"**) does not apply to this transaction and therefore the Information Summary is being provided to the Purchaser as a courtesy only, and that the Purchaser received a written notice from the Vendor prior to entering into this Agreement pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation in the form attached hereto as Schedule "A"' and

(g) that the Stage 1 Preliminary Site Investigation dated July 31, 2014 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated September 28, 2016 issued by D. Kelly Environmental Consulting Ltd., Stage 1 Preliminary Site Investigation dated January 29, 2018 issued by D. Kelly Environmental Consulting Ltd. and the Geotechnical Report dated October 26, 2018 prepared by GeoPacific Consultants Ltd. have been provided by the Vendor to the Purchaser as a courtesy only and the Vendor is hereby released and will have no liability to the Purchaser for any claims the Purchaser may have in connection with the Purchaser's reliance thereon.

11. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the **"Proposed Use"**. The Purchaser acknowledges and agrees that it is solely responsible for ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver and is permitted within the Zone, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Lands and the Property.

12. COMPLETION

At least five **(5) full Business Days** before the Completion Date the Purchaser will cause a registerable freehold transfer for the Property to be prepared and delivered at the Purchaser's expense to the office of the Vendor's Solicitors as follows **Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3H1 Attention: Bhagwant Dhaliwal** following which, but on or before the Completion Date, the Vendor will cause the Vendor's Solicitors to prepare a Vendor's statement of adjustments in accordance with Section 4 of this Agreement. The Vendor will execute and deliver such statement of adjustments (with such modifications as the Vendor may reasonably require) and the registerable freehold transfer to the Purchaser's solicitors on or before the Completion

Date on the condition that, forthwith upon the Purchaser's solicitors obtaining a post registration index search of the Property from the Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will pay the balance of the Purchase Price due on the Completion Date at the Purchaser's expense by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date.

The Purchaser agrees to accept the registrable freehold transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

The transfer of the Property may also be subject to the Vendor's Financial Charges provided that the Vendor's Solicitors undertake to pay an amount required in a written statement from the holder of the Vendor's Financial Charges to require the holder of the Vendor's Financial Charges to provide the Vendor's Solicitors with a registrable partial discharge of such Vendor's Financial Charges from the Property only, and to register the partial discharge of the aforesaid charges from title to the Property and, in the case of a claim of builders lien, on their undertaking to pay an amount sufficient to cause same to be discharged within a reasonable period time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's Financial Charges may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

13. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise*

Tax Act (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

14. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them to the Vendor upon written demand therefor by the Vendor; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 14(a) at any time after extending the Completion Date pursuant to Subsection 14(b) if the Purchaser fails to complete on or before such extended date.

15. ENTIRE AGREEMENT / INTERPRETATION/WAIVER

The Purchaser acknowledges and agrees that this Agreement and the Information Summary constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Information Summary. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

16. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement will not be assigned without the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole discretion. The parties hereto hereby agree that the Vendor may in its sole discretion consent to the assignment of this Agreement and the rights of the Purchaser hereunder:

(a) if the Completion Date has not yet been established in accordance with Section 3;

(b) if the proposed assignee (the "**Proposed Assignee**") is either wholly owned by, or wholly owns, the Purchaser and the Purchaser or its solicitor provides such proof thereof as will be required by the Vendor's Solicitors acting reasonably;

(c) the Purchaser and the Proposed Assignee enter into the Vendor's form of assignment and assumption agreement pursuant to which:

(i) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(ii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement; and

(d) the Purchaser pays to the Vendor an administration fee equal to $1,000 plus applicable taxes, together with legal expenses incurred by the Vendor in respect of such assignment (the "**Assignment Fee**") within two (2) Business Days after the later of the Vendor providing such consent and the Purchase and the Purchaser and the Proposed Assignee executing the assignment (a copy of which shall be provided to the Vendor forthwith upon such execution). The Assignment Fee will be equal to only $500.00 plus applicable taxes and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

17. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

18. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the Environmental Management Act (British Columbia) or any regulation in respect thereto.

19. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

20. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

21. MUNICIPAL ADDRESS, STRATA LOT NUMBER, SUITE NUMBER, AND DEVELOPMENT NAME

The Purchaser acknowledges and agrees that the municipal address of the Development as described herein as well as the strata lot number and suite number assigned to the Property as of the date of this Agreement may change prior to the completion of the transfer of the Property to the Purchaser as contemplated herein. The Purchaser acknowledges and agrees that the Vendor may change the name of the Development in its sole discretion.

22. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

23. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

24. AGENCY DISCLOSURE

A. The Vendor has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage); and

B. The Purchaser has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage).

If only (A) has been completed, the Purchaser is acknowledging no agency relationship. If only (B) is completed the Vendor is acknowledging no agency relationship. If neither (A) or (B) are completed, then both the Purchaser and Vendor acknowledge that neither party has an agency relationship.

25. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

26. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Lands or the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Lands or the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

27. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Standard Time) on January 20, 2025, after which time if not accepted, this Offer will become null and void.

This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED January 6th, 2025

PURCHASER:

Per: Luo Yiming 1518861 BC LTD Per Luo, Yiming
Authorized Signatory

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED January 6th, 2025

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "A"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: 1518861 B.C. LTD.
(the "**Proposed Purchaser**")

FROM: **1076255 B.C. LTD. and LIGHTSTONE DEVELOPMENT LTD.**
(collectively, the "**Developer**")

RE: Proposed purchase of Strata Lot 9,10,11 Unit No. 3A,3B,3C (the "**Property**") in the commercial strata development known as "**Chloe - Commercial**" (the "**Development**") constructed on located at 2096 West 47th Avenue, Vancouver, British Columbia, and which Strata Lot is legally described as:

PID 032-300-034, STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-300-042, STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998;

PID 032-300-051, STRATA LOT 11 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Proposed Purchaser for the Property, and hereby gives written notice to the Proposed Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;

2. the rights and protections of the Act are not available to the Proposed Purchaser; and

3. the Developer is not required to provide to the Proposed Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the 6th day of January, 2025.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE "B"

STRATA PLAN EPS9998

SL No. __2___ Suite No. __202___

CHLOE

Offer to Purchase and Agreement of Purchase and Sale

VENDOR:
1076255 B.C. Ltd. and **Lightstone Development Ltd.**
#1530 – 1200 West 73rd Avenue,
Vancouver, BC V6P 6G5

VENDOR'S SOLICITORS:
Clark Wilson LLP
#900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H1

PURCHASER:

Full Name: WANG, ANDY TING LU

Occupation: _____

Address: 5755 ANGUS DR

City: VANCOUVER

Province: BC **Postal Code:** V6M 3N7

Tel: _____ **Cell:** 778-855-8957

Email: andy.tl.wang@gmail.com

Country of Residency: Canada ☒ **Other:** _____

Date of Birth: JUNE 1, 1990

Full Name: _____

Occupation: _____

Address: _____

City: _____

Province: _____ **Postal Code:** _____

Tel: _____ **Cell:** _____

Email: _____

Country of Residency: Canada ☐ **Other:** _____

Date of Birth: _____

THE PURCHASER HEREBY OFFERS, and, if this Offer to Purchase is accepted by the Vendor, agrees, to purchase from the Vendor, strata lot no. _2_____ (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. __202_____, in the development (the "**Development**") known as or to be known as "Chloe" and to be constructed on lands currently municipally described as 2096 West 47th Avenue, Vancouver, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 031-145-884 Lot 1 Block 2 District Lot 526 Group 1 New Westminster District Plan EPP91453, for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 **PURCHASE PRICE AND DEPOSITS**

The purchase price (the "**Purchase Price**") for the Strata Lot (not including Goods and Services Tax, or any other applicable value added or sales tax ("**GST**") is which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows: $[redacted]

a) a deposit (the "**First Deposit**") of $0 payable upon presentation of this Offer by the Purchaser to the Vendo: $[redacted]

(the First Deposit, and any other amounts paid by the Purchaser as deposits are collectively referred to herein as the "**Deposit**").

1.02 All deposits comprising the Deposit will be payable by certified cheque or bank draft to "**Clark Wilson LLP, 'in trust'**". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution plus a $50.00 fee.

1.03 The Purchase Price includes the following equipment, appliances and furnishings:

[a]	dishwasher	[d]	fridge and freezer	[g]	microwave
[b]	cooktop range	[e]	overhead hood fan	[h]	blinds
[c]	washer and one dryer	[f]	wall oven		

1.04 The Purchaser certifies to the Vendor that he/she/they is/are a resident ☒ ☐ or **non-resident** ☐ ☐ *[initial one]* of Canada under the *Income Tax Act* (Canada).

1.05 The Purchaser represents, warrants and certifies to the Vendor that ***[initial one only]***:

INITIALS

Purchaser	Purchaser	

CW21402208.2

a) No Purchaser is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, a copy of which is enclosed as Schedule "B" to this Agreement; or

Purchaser
Purchaser

b) if the Purchaser consists of two people, and one of them is a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, the other Purchaser is their spouse or common-law partner and is a Canadian citizen or a permanent resident of Canada (with a valid residency card), as required by the *Prohibition on the Purchase of Residential Property by Non-Canadians Act; or*

Purchaser
Purchaser

c) the Purchaser is a "non-Canadian" but is excepted and meets the conditions of subsections 4(2)(a),(b) or (d) of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* [see Schedule "B" for details].

Purchaser
Purchaser

1.06 **The Purchaser acknowledges and agrees that, in accordance with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act,* the Purchaser is <u>not</u> entitled to enter into this Agreement if the Purchaser does not meet one of the requirements set out in section 1.05. Section 1.05 is a fundamental term of this Agreement; for additional clarity, if at any time prior to the Completion Date, the Purchaser does not meet or no longer meets the requirements set out in section 1.05, the Purchaser must notify the Vendor immediately, and the Purchaser acknowledges that such noncompliance shall be deemed to be a fundamental breach of this Agreement by the Purchaser and the Vendor shall be entitled, in its sole and unfettered discretion, to terminate this Agreement upon providing written notice of same to the Purchaser. If this Agreement is terminated in accordance with this section 1.06, the Vendor's Solicitors will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages, without prejudice to any other right or remedy of the Vendor. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.**

1.07 **In accordance with paragraph 10.1(a) of Schedule "A" attached hereto, the Purchaser will, on or before the Completion Date, provide to the Vendor a statutory declaration of the Purchaser, in the Vendor's form (the "Statutory Declaration"), certifying that the representations set out in section 1.05 of this Agreement remain true as of the Completion Date, which Statutory Declaration may contain an indemnity and release in favour of the Vendor with respect to any harm or loss suffered by the Vendor in connection with any breach by the Purchaser of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act.***

1.08 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

1.09 Parking, Bicycle Storage and Storage: The Strata Lot will include the right to use __1___ parking stall(s), as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stall(s)in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only.

<u>SCHEDULES AND ADDENDA</u>

The provisions of any schedule(s) and addendum(s) attached hereto are incorporated into and form part of this Offer to Purchase and Agreement of Purchase and Sale. To the extent that there is any inconsistency between any provision of this Offer to Purchase and Agreement of Purchase and Sale and any provision of a schedule or addendum attached hereto, the provisions of the schedule or addendum, as applicable, will govern.

THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE "A" AND TERMS AND CONDITIONS CONTAINED IN ALL OTHER ATTACHED SCHEDULE(S) AND ADDENDA FORM PART OF THIS OFFER TO PURCHASE AND AGREEMENT OF PURCHASE AND SALE. READ THEM CAREFULLY BEFORE YOU SIGN.

This Offer to Purchase and Agreement of Purchase and Sale (the "**Offer**" and, upon acceptance, the "**Agreement**") will be open for acceptance by the Vendor on presentation until 11:59 p.m. the third day after the date of this offer and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this ___28th__ day of _____October_____, 20_24__.

_____ _____ SEAL

INITIALS

Purchaser | Purchaser | SEAL

Witness

Purchaser:

Witness

Purchaser:

This Offer to Purchase is accepted by the Vendor this 1st day of November, 2024.

1076255 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

LIGHTSTONE DEVELOPMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "A"

1. AGREEMENT

The Purchaser hereby agrees to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms and conditions set forth in this Agreement, including this Schedule "A" and any other schedules and addenda attached hereto. Freehold title to the Strata Lot to be conveyed by the Vendor to the Purchaser on the Completion Date (hereinafter defined) will be subject only to:

(a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);

(b) the charges and encumbrances referred to in the Disclosure Statement; and

(c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "**Permitted Encumbrances**").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.03 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated June 11, 2021 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "**Disclosure Statement**") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.

Purchaser

Purchaser

3.2 Without in any way limiting paragraph 12.6, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.

Purchaser

Purchaser

4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

(a) The deposit monies in the amounts set out in paragraph 1.01 of this Agreement will be paid by the Purchaser to "**Clark Wilson LLP**" (the "**Vendor's Solicitors**"), "in trust", and be held in an non-interest bearing trust account with a Canadian chartered bank, trust company or credit union; and

(b) The balance of the Purchase Price plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of subparagraph 10.1(b) hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

(a) if the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor;

(b) if the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

(ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

INITIALS

Purchaser | Purchaser | Vendor

CW21402208.2

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act* (British Columbia), if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

(c) if this Agreement is terminated in accordance with section 1.06, then the Deposit will be paid to the Vendor in accordance with the requirements of section 1.06.

(d) if this Agreement is terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and

(e) if this Agreement is not terminated in accordance with the terms of any of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.

4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) will be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement will be deemed to have been amended accordingly.

4.4 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

(a) to deal with the Deposit in accordance with the provisions hereof; and

(b) to interplead the Deposit, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

4.5 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "**Land Title Office**") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "**Purchaser's Solicitor**") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into Court if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

5.1 Completion Date. The Purchaser will pay the balance of the Purchase Price at the Purchaser's expense by way of **CERTIFIED CHEQUE** or **BANK DRAFT** to the Vendor's Solicitors **by NO LATER THAN 4:00 p.m. on the Completion Date** (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the **"Completion Date"**) specified in a written notice from the Vendor or the Vendor's Solicitor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, and (ii) the date that the Strata Lot is ready to be occupied. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver (the **"City"**) has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following

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business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when title to the Strata Lot will be issued by the Land Title Office and/or when the Strata Lot will be ready to be occupied. If on the Completion Date so established title to the Strata Lot has not been issued by the Land Title Office or the Strata Lot is not ready to be occupied, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by August 31, 2025 (the "**Outside Date**"), then this Agreement will terminate and the Deposit will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

(a) if the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood, disease, epidemic, pandemic or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, quarantine, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and

(b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between June 1, 2024 and August 31, 2024 (the "**Estimated Date Range**"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 Possession Date. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date (the "**Possession Date**").

5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. GST.

6.1 The Purchase Price does not include GST or any other value-added or sales tax. The Purchaser is responsible for the payment of GST and all other applicable value-added or sales taxes on the Purchase Price. The Purchase Price does not include any applicable rebates, including but not limited to the new housing rebate under the *Excise Tax Act*, R.S.C., 1985.

7. REPRESENTATIONS/ENTIRE AGREEMENT

7.1 The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing do not form part of this Agreement. Without in any way limiting the foregoing, the Purchaser acknowledges and agrees that presentation centre/display suite/showroom decorator features, wall treatments, drapes/curtains, dining light fixtures and furnishings are not included in the Purchase Price. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and

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floorplans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

8. CONSTRUCTION

8.1 The Purchaser is aware that area measurements are approximate and based on architectural drawings and measurements. Final floor plans and surveyed areas may vary. The Strata Lot is as shown on the Preliminary Strata Plan. The Vendor may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Vendor. The Vendor reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the Preliminary Strata Plan. The actual size, dimensions and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property as set forth in the final strata plan (the "**Final Strata Plan**") for the Development may vary from what is depicted on the Preliminary Strata Plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials referred to in paragraph 7.1 are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Strata Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

R = (.95 - A/P) x the Purchase Price

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

A = the actual area of the Strata Lot on the Completion Date as shown on the Final Strata Plan; and

P = the area of the Strata Lot as indicated in the Preliminary Strata Plan.

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners, the Registered Owner (as defined in paragraph 10.3 below), and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

Purchaser
Purchaser

9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies (the "**List**"). The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with

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the express written authorization of the Vendor. Any refusal or failure by the Purchaser to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date. The List will be considered final and binding on any subsequent assignee of this agreement if the developer consents to such assignment in their sole discretion pursuant to paragraph 11.

9.2 The Purchaser acknowledges that the Development will include service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, electrical room, vents, ducts, fans, elevators, garage gates, and other such facilities and equipment (collectively, the **"Service Facilities"**). The Service Facilities will be located as required by the City or as recommended by the Vendor's consultants and/or representatives.

10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) It will be the responsibility of the Purchaser and/or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation a freehold transfer (the **"Transfer"**), in registrable form, a statement of adjustments, and the Statutory Declaration, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor will require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for the release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the sale proceeds received from the Purchaser to obtain a partial discharge of any mortgage, assignment of rents and security collateral thereto. The Purchaser's Solicitor will pay the balance of the Purchase Price subject to any adjustments as provided herein, on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on the Vendor's Solicitors' undertaking to pay the amount required from the holder of the prior financial encumbrance to legally obligate the holder of the prior financial encumbrance to provide the Vendor's Solicitors with a registrable partial discharge of such prior financial encumbrance as it relates to the Strata Lot and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builder's lien, on the Vendor's Solicitors' undertaking to pay the amount sufficient to cause same to be filed with the Land Title Office within thirty (30) days after the Completion Date, or such later period of time as may be necessary in the circumstances provided the Vendor is diligently proceeding to obtain such discharge. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

(i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;

(ii) fulfilled all the new mortgagee's conditions for funding except lodging the Transfer for registration; and

(iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

10.3 Signatory. The Purchaser agrees to accept the Transfer executed by the registered owner of the Strata Lot, 1076255 B.C. Ltd. (the "**Registered Owner**"), in satisfaction of section 6 of the *Property Law Act* (British Columbia). The Purchaser acknowledges and agrees that the Registered Owner has the full power and authority to enter agreements, including but not limited to this Agreement, on behalf of itself as registered owner of the Lands and on behalf of the beneficial owner of the Lands, Lightstone Development Ltd. (the "**Beneficial Owner**"). The Purchaser acknowledges and agrees that if the Purchaser enters any agreements with or receives any documentation of any kind from the Registered Owner only, then the Purchaser will accept such agreements and documents as firm and binding on the Vendor, and will not require the Beneficial Owner to be a signatory in any form to such agreements and documents.

11. ASSIGNMENT BY PURCHASER

11.1 Defined terms. In this paragraph 11, the following capitalized terms have the following meanings ascribed to them:

(a) "**assignment**" has the meaning ascribed to it in the *Real Estate Development Marketing Act* (British Columbia), which meaning is outlined below in subparagraph 11.2(a);

(b) "**developer**" means the Vendor; and

(c) "**this purchase agreement**" means this Agreement.

11.2 Statements Required By Law.

(a) Without the developer's prior consent, any assignment of this purchase agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

(b) Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

(i) the party's identity;

(ii) the party's contact and business information;

(iii) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11.3 Purchaser's Acknowledgement. The Purchaser acknowledges and agrees that no assignment of this purchase agreement by the Purchaser will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

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11.4 Developer's Consent. The developer's prior consent referred to in subparagraph 11.2(a) will only be effective if it is in writing and may be unreasonably withheld by the developer in its sole discretion and, unless otherwise agreed to by the developer in writing, such consent will only be provided if all of the following conditions have been satisfied:

(a) the request for assignment of this purchase agreement by the Purchaser is made to the developer at least twelve months following a firm and binding purchase agreement is entered into by the Purchaser and at least one (1) month prior to the first day of the then current estimated date range of completion of construction of the Development as disclosed in Section 5.1 of the Disclosure Statement;

(b) all of the Deposit required to have been paid on or before the proposed date of the assignment of this purchase agreement has been paid;

(c) any assignee confirms that it is not a "non-Canadian" within the meaning of the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* or otherwise meets the requirements set out in section 1.05 of this Agreement;

(d) the developer's form of assignment agreement (the "**Assignment Agreement**") is used which may contain an indemnity and release in favour of the developer with respect to any harm or loss suffered by the developer as a result of the proposed assignment of this purchase agreement including, without limitation, any harm or loss suffered in connection with any avoidance of any applicable tax by the Purchaser, and where the Purchaser and proposed assignee of this purchase agreement enter into any additional assignment agreement in connection with the assignment of this purchase agreement, such assignment agreement is subject to the developer's prior written consent to the assignment of this purchase agreement (together with the Assignment Agreement, the "**Assignment Agreements**");

(e) the Purchaser and proposed assignee of this purchase agreement each provide to the developer a statutory declaration in the developer's form which declaration will require the declarant to declare, *inter alia*, that the Purchaser will have no interest, including without limitation, any beneficial interest, in this purchase agreement or the Strata Lot if the proposed assignment of this purchase agreement occurs;

(f) the developer has received the information and records set out in 11.2(b) and any additional information and records required to be collected by the developer by law, including, without limitation, any additional information and records required to be collected by the administrator designated under the *Property Transfer Tax Act* (British Columbia) or any other person having custody or control of information or records collected under the *Real Estate Development Marketing Act* (British Columbia) or any regulations thereto (collectively, the "**Prescribed Information**"); and

(g) the developer has received the Assignment Fee (defined below in paragraph 11.5).

If the developer's consent is not obtained in accordance with this paragraph 11, then the developer will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date.

11.5 Fee. If the Purchaser assigns this purchase agreement, as consideration for the Vendor agreeing to any proposed assignment of this purchase agreement and for any associated legal and administrative costs in connection with the any assignment of this purchase agreement, the Purchaser will pay to the Vendor the amount equal to 2% of both: (i) the Purchase Price; (ii) and any consideration received for any assignment of this purchase agreement, plus GST and any other applicable value-added or sales tax, on such amount (collectively, the "**Assignment Fee**"), provided that the Assignment Fee will be equal to only $500.00 plus GST and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

11.6 Collection, Retention and Release of Information.

(a) The Purchaser acknowledges and agrees that it will provide to the developer, and cause any proposed assignee of this purchase agreement to provide to the developer, the Prescribed Information and such other information and records as may be required by the developer, in its sole discretion, and the Assignment Agreements as executed by the Purchaser and proposed assignee of this purchase agreement.

(b) The Purchaser acknowledges that the developer will keep a copy or copies of the executed Assignment Agreements and/or Prescribed Information in the manner and for the period prescribed by the *Real Estate Development Marketing Act* (British Columbia) and any regulations thereto.

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(c) The Purchaser acknowledges and agrees that the developer will comply with any applicable filing, disclosure, or reporting requirements in respect of any assignment of this purchase agreement and the parties thereto including, without limitation, the requirements outlined above in this paragraph 11 and any other requirements imposed by the *Real Estate Development Marketing Act* (British Columbia) and/or the *Property Transfer Tax Act* (British Columbia), and the regulations thereto, and hereby authorizes the developer to comply with such requirements. Without limiting the foregoing, and for clarity, the Purchaser hereby authorizes the developer to, if required by law, file with any legislatively appointed administrator, in the form and manner required by such administrator and as required by law, the Prescribed Information and if required by such administrator, the Assignment Agreements.

11.7 Advertising. The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, or if the Purchaser is otherwise in default of the provisions of this Agreement, then the Vendor may, at the option of the Vendor in its sole discretion, either:

(a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof will be absolutely forfeited to the Vendor, which payment will be non-refundable, will not be deemed to be all inclusive liquidated damages and will not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or

(b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price:

i. interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 2.0% per month (27% per annum), which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid; and/or

ii. such other amount(s) as determined by the Vendor in its sole discretion.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within seventy two (72) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit will be promptly refunded to Purchaser.

12.3 Larger Development. The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot with full and complete awareness and unconditionally accepts and agrees that the Development will form a part of a larger development which the Vendor anticipates will also include a commercial component (the "**Adjacent Development**"). The Purchaser further acknowledges that the Development may be completed prior the Adjacent Development, and in that event, there will be, from time to time, related construction, noise, vibrations, odours, dust, dirt tracks and other

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construction activity at or in close proximity to the Development that are greater than those that are usual in an urban development. The Purchaser also acknowledges and agrees that the Vendor will have access over the common property of the Development as necessary in connection with the construction of the Development and/or Adjacent Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this paragraph 12.3. The provisions set out in this paragraph 12.3 will survive the Completion Date, registration of the Transfer, and payment of the Purchase Price to the Vendor.

12.4 Money Laundering/Terrorist Activity. The Developer may, in its sole discretion, terminate the this Agreement if the Developer has reasonable grounds to suspect that any part of the transaction contemplated by the this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that Act, as amended from time to time, in which event the portion of the Deposit that has been paid shall be returned to the purchaser and the purchaser shall have no further claims against the Developer.

12.5 Marketing. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that for so long as the Vendor is the owner of any strata lots/units in the Development or the Adjacent Developments, the Vendor may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or within those strata lots within the Development owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas, and signage (including signage placed on the common property of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots/units in the Development or the Adjacent Developments. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers of strata lots/units in the Development or Adjacent Developments and hold events and other activities within the common property of the Development in connection with marketing and sales activities related to the Development and/or the Adjacent Developments.

12.6 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.6, in the same manner. Save and except for as otherwise provided herein, any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

12.7 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.

12.8 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address of the Development and/or Strata Lot, as applicable and as described on Page 1 hereof, as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement, may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.

12.9 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

12.10 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser

INITIALS

Purchaser	Purchaser	Vendor

and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

12.11 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.

12.12 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.

12.13 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

12.14 Counterparts and Delivery. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof.

12.15 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.

12.16 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.17 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:

(a) to obtain financing for the Vendor;

(b) to comply with requirements of the Vendor's lenders and bankers;

(c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;

(d) for insurance and warranty coverage for the Development for carrying out its services;

(e) to the property management company for the Development for carrying out its services;

(f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;

(g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;

(h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;

(i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;

(j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;

(k) to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;

(l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;

(m) to facilitate communications between the Purchaser and the Vendor; and

(n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement. The Purchaser acknowledges and agrees that personal information relating to the Purchaser, including but not limited to all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement, may be stored in an information platform that may utilize cloud computing services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money*

INITIALS

Purchaser	Purchaser	Vendor

Laundering) and *Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

INITIALS

Purchaser	Purchaser	Vendor

SCHEDULE "B"
PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT

[see attached]

INITIALS

Purchaser	Purchaser	Vendor

APPENDIX L

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428841
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-508
Legal Description:
STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-06-27, 15:37:08

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1428843
From Title Number	CB1428812
Application Received	2024-07-08
Application Entered	2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-524

Legal Description:

STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428817
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428821
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428825
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428844
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-532
Legal Description:
STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294534
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294535
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294554
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428817
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1910058
Registration Date and Time:	2025-03-05 16:05
Registered Owner:	CHAN XIAO

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1910059
Registration Date and Time:	2025-03-05 16:05
Registered Owner:	CHAN XIAO

Nature:	MORTGAGE
Registration Number:	CB2007184
Registration Date and Time:	2025-04-28 11:36
Registered Owner:	LI JIANG

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB2007185
Registration Date and Time:	2025-04-28 11:36
Registered Owner:	LI JIANG

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428847
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-567
Legal Description:
STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428817
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428821
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428825
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428853
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-621
Legal Description:
STRATA LOT 15 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428817
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428863
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-729
Legal Description:
STRATA LOT 25 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB251887
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB251888
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB292874
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB292875
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB293126
Registration Date and Time: 2022-10-20 14:00
Registered Owner: PETERSON INVESTMENT GROUP INC.
INCORPORATION NO. BC1059668
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB293127
Registration Date and Time: 2022-10-20 14:00
Registered Owner: PETERSON INVESTMENT GROUP INC.
INCORPORATION NO. BC1059668
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294025
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428865
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-745
Legal Description:
STRATA LOT 27 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428821
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428825
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428872
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-818
Legal Description:
STRATA LOT 34 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature: MORTGAGE
Registration Number: CB1535329
Registration Date and Time: 2024-08-19 10:33
Registered Owner: 686912366 INVESTMENT LTD.
INCORPORATION NO. BC1387408

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1535330
Registration Date and Time:	2024-08-19 10:33
Registered Owner:	686912366 INVESTMENT LTD. INCORPORATION NO. BC1387408

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428875
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-842
Legal Description:
STRATA LOT 37 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428821
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428825
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	OPTION TO PURCHASE
Registration Number:	CB1712550
Registration Date and Time:	2024-11-15 06:01
Registered Owner:	BEI CHEN
	AS TO AN UNDIVIDED 400/2500 INTEREST
Registered Owner:	QING SU
	AS TO AN UNDIVIDED 500/2500 INTEREST
Registered Owner:	JIDE LIU
	AS TO AN UNDIVIDED 1600/2500 INTEREST
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1714291
Registration Date and Time:	2024-11-15 10:57
Registered Owner:	BEI CHEN
	AS TO AN UNDIVIDED 400/2500 INTEREST
Registered Owner:	QING SU
	AS TO AN UNDIVIDED 500/2500 INTEREST
Registered Owner:	JIDE LIU
	AS TO AN UNDIVIDED 1600/2500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1714292
Registration Date and Time:	2024-11-15 10:57
Registered Owner:	BEI CHEN
	AS TO AN UNDIVIDED 400/2500 INTEREST
Registered Owner:	QING SU
	AS TO AN UNDIVIDED 500/2500 INTEREST
Registered Owner:	JIDE LIU
	AS TO AN UNDIVIDED 1600/2500 INTEREST
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN
	1250334 B.C. LTD.
	INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC.
	INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428877
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-869
Legal Description:
STRATA LOT 39 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB251887
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB251888
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB292874
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB292875
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB293126
Registration Date and Time: 2022-10-20 14:00
Registered Owner: PETERSON INVESTMENT GROUP INC.
INCORPORATION NO. BC1059668
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB293127
Registration Date and Time: 2022-10-20 14:00
Registered Owner: PETERSON INVESTMENT GROUP INC.
INCORPORATION NO. BC1059668
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294025
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428817
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428821
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428825
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428827
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB1428828
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428881
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-907
Legal Description:
STRATA LOT 43 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB294026
Registration Date and Time: 2022-10-20 16:44
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature: MORTGAGE
Registration Number: CB294046
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB294047
Registration Date and Time: 2022-10-20 16:58
Registered Owner: WESTMOUNT WEST SERVICES INC.
INCORPORATION NO. BC1195001
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428813
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428817
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428821
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428825
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	OPTION TO PURCHASE
Registration Number:	CB1712550
Registration Date and Time:	2024-11-15 06:01
Registered Owner:	BEI CHEN AS TO AN UNDIVIDED 400/2500 INTEREST
Registered Owner:	QING SU AS TO AN UNDIVIDED 500/2500 INTEREST
Registered Owner:	JIDE LIU AS TO AN UNDIVIDED 1600/2500 INTEREST
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1714291
Registration Date and Time:	2024-11-15 10:57
Registered Owner:	BEI CHEN AS TO AN UNDIVIDED 400/2500 INTEREST
Registered Owner:	QING SU AS TO AN UNDIVIDED 500/2500 INTEREST
Registered Owner:	JIDE LIU AS TO AN UNDIVIDED 1600/2500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1714292
Registration Date and Time:	2024-11-15 10:57
Registered Owner:	BEI CHEN AS TO AN UNDIVIDED 400/2500 INTEREST
Registered Owner:	QING SU AS TO AN UNDIVIDED 500/2500 INTEREST
Registered Owner:	JIDE LIU AS TO AN UNDIVIDED 1600/2500 INTEREST
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428884
From Title Number CB1428812

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-931
Legal Description:
STRATA LOT 46 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9999 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294534
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294535
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294554
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428813
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428817
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428813 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428821
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428825
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428813 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1851253
Registration Date and Time:	2025-02-03 09:43
Registered Owner:	LIWEI SUN 1250334 B.C. LTD. INCORPORATION NO. 1250334
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428888
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-958
Legal Description:
STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294534
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294535
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294554
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428814
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	MORTGAGE
Registration Number:	CB1535240
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1535241
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1794125
Registration Date and Time:	2024-12-31 15:10
Registered Owner:	SHUN FENG INVESTMENT LTD. INCORPORATION NO. BC1175444
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-06-27, 15:40:28

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428889
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-966
Legal Description:
STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294534
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294535
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294554
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428814
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	MORTGAGE
Registration Number:	CB1535240
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1535241
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1794125
Registration Date and Time:	2024-12-31 15:10
Registered Owner:	SHUN FENG INVESTMENT LTD. INCORPORATION NO. BC1175444
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-06-27, 15:40:29

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1428890
From Title Number	JA6749
Application Received	2024-07-08
Application Entered	2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-299-974

Legal Description:

STRATA LOT 3 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289446
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428891
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-982
Legal Description:
STRATA LOT 4 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428892
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-299-991
Legal Description:
STRATA LOT 5 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428893
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-300-000
Legal Description:
STRATA LOT 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	MORTGAGE
Registration Number:	CB1535240
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1535241
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1650209
Registration Date and Time:	2024-10-12 10:58
Registered Owner:	LI JIANG
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1650210
Registration Date and Time:	2024-10-12 10:58
Registered Owner:	LI JIANG
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	BB5010032
Registration Date and Time:	2025-06-13 13:00
Registered Owner:	QUALITECH CONSTRUCTION GROUP LTD.

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-06-27, 15:40:32

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1428894
From Title Number	JA6749
Application Received	2024-07-08
Application Entered	2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-300-018

Legal Description:

STRATA LOT 7 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289446
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB1428818
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428819
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428820
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature: PRIORITY AGREEMENT
Registration Number: CB1428822
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428823
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature: PRIORITY AGREEMENT
Registration Number: CB1428824
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	MORTGAGE
Registration Number:	CB1535240
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1535241
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1650209
Registration Date and Time:	2024-10-12 10:58
Registered Owner:	LI JIANG
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1650210
Registration Date and Time:	2024-10-12 10:58
Registered Owner:	LI JIANG
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428895
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-300-026
Legal Description:
STRATA LOT 8 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	MORTGAGE
Registration Number:	CB1535240
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1535241
Registration Date and Time:	2024-08-19 10:23
Registered Owner:	LEI BUN LEUNG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	XIAO LIAN ZHANG AS TO AN UNDIVIDED 600/3500 INTEREST
Registered Owner:	JOHNSON RUI LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	JON KIT LEUNG AS TO AN UNDIVIDED 1000/3500 INTEREST
Registered Owner:	KAREN LEUNG AS TO AN UNDIVIDED 300/3500 INTEREST
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB1650209
Registration Date and Time:	2024-10-12 10:58
Registered Owner:	LI JIANG
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB1650210
Registration Date and Time:	2024-10-12 10:58
Registered Owner:	LI JIANG
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1902215
Registration Date and Time:	2025-02-28 13:49
Registered Owner:	YIHAN YANG

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-06-27, 15:40:34

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB1428896
From Title Number	JA6749
Application Received	2024-07-08
Application Entered	2024-08-07

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land

Parcel Identifier: 032-300-034

Legal Description:

STRATA LOT 9 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	CA8289446
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature: COVENANT
Registration Number: CA8289447
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: EQUITABLE CHARGE
Registration Number: CA8289448
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA8289457
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB251887
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB251888
Registration Date and Time: 2022-09-29 10:48
Registered Owner: FORTISBC ALTERNATIVE ENERGY SERVICES INC.
INCORPORATION NO. BC0746680
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: CB292874
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CB292875
Registration Date and Time: 2022-10-20 13:21
Registered Owner: NATIONAL BANK OF CANADA
Remarks: INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT 2025-06-27, 15:40:34

File Reference: 207091-598712 Requestor: Liezl Dreijer

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428897
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-300-042
Legal Description:
STRATA LOT 10 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294534
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294535
Registration Date and Time:	2022-10-21 08:54
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294554
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294555
Registration Date and Time:	2022-10-21 09:03
Remarks:	INTER ALIA GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature:	EASEMENT
Registration Number:	CB1428814
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB1428815
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB1428816
Registration Date and Time:	2024-07-08 13:59
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1428898
From Title Number JA6749

Application Received 2024-07-08

Application Entered 2024-08-07

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1076255 B.C. LTD., INC.NO. BC1076255
101 - 6386 EAST BOULEVARD
VANCOUVER, BC
V6M 3J5

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-300-051
Legal Description:
STRATA LOT 11 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149
FILED 2020-07-24

HERETO IS ANNEXED EASEMENT CB1428813 OVER AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Charges, Liens and Interests
Nature: COVENANT
Registration Number: CA8289446
Registration Date and Time: 2020-07-08 16:01
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289447
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	EQUITABLE CHARGE
Registration Number:	CA8289448
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA8289457
Registration Date and Time:	2020-07-08 16:01
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CB251887
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CB251888
Registration Date and Time:	2022-09-29 10:48
Registered Owner:	FORTISBC ALTERNATIVE ENERGY SERVICES INC. INCORPORATION NO. BC0746680
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB292874
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB292875
Registration Date and Time:	2022-10-20 13:21
Registered Owner:	NATIONAL BANK OF CANADA
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CB293126
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB293127
Registration Date and Time:	2022-10-20 14:00
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294025
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292874 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB294026
Registration Date and Time:	2022-10-20 16:44
Remarks:	INTER ALIA GRANTING CB292875 PRIORITY OVER CB293126 AND CB293127

Nature:	MORTGAGE
Registration Number:	CB294046
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB294047
Registration Date and Time:	2022-10-20 16:58
Registered Owner:	WESTMOUNT WEST SERVICES INC. INCORPORATION NO. BC1195001
Remarks:	INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB294534
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292874 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294535
Registration Date and Time: 2022-10-21 08:54
Remarks: INTER ALIA
GRANTING CB292875 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294554
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293126 PRIORITY OVER CB294046 AND CB294047

Nature: PRIORITY AGREEMENT
Registration Number: CB294555
Registration Date and Time: 2022-10-21 09:03
Remarks: INTER ALIA
GRANTING CB293127 PRIORITY OVER CB294046 AND CB294047

Nature: EASEMENT
Registration Number: CB1428814
Registration Date and Time: 2024-07-08 13:59
Remarks: INTER ALIA
APPURTENANT TO AIR SPACE PARCEL A AIR SPACE PLAN EPP133834

Nature: STATUTORY RIGHT OF WAY
Registration Number: CB1428815
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CB1428816
Registration Date and Time: 2024-07-08 13:59
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428818
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428819
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428820
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB292874 AND CB292875

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428822
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428823
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428824
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB293126 AND CB293127

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428826
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428814 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428827
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428815 PRIORITY OVER CB294046 AND CB294047

Nature:	PRIORITY AGREEMENT
Registration Number:	CB1428828
Registration Date and Time:	2024-07-08 13:59
Remarks:	INTER ALIA GRANTING CB1428816 PRIORITY OVER CB294046 AND CB294047

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1856464
Registration Date and Time:	2025-02-05 13:32
Registered Owner:	PETERSON INVESTMENT GROUP INC. INCORPORATION NO. BC1059668
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

APPENDIX M

CHLOE (Commercial)
ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made effective the ♦ 18th day of February, 2025.

Vendor:	**1076255 B.C. Ltd.** and **Lightstone Development Ltd.** #1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5	Tel: 236-868-5051 Fax: _____ Email: admin@matchpointdev.com
Assignor:	1518861 B.C. LTD. ♦, 1414-175 1st Street West, North Vancouver, BC V7M 3N9 being a resident of Canada for *Income Tax Act* purposes.	Tel: 778-898-0627 Fax: _____ Email: luoyimingterry@gmail.com
Assignee:	Lunanova Shipping Ltd. ♦, #1530 – 1200 West 73rd Avenue, Vancouver, BC V6P 6G5 being a resident of Canada for *Income Tax Act* purposes.	Tel: 514-467-5777 Fax: _____ Email: tsukilu01@gmail.com

WHEREAS:

A. Pursuant to an Agreement of Purchase and Sale made on January 6♦, 2025♦ (the "**Purchase Agreement**") between the Vendor, as vendor, and the Assignor, as purchaser, as such Purchase Agreement may have been amended prior to the date of this Assignment, the Vendor agreed to sell and the Assignor agreed to purchase proposed strata lot no. 3, 4, 5 ♦ (collectively, the "**Strata Lot**") in the commercial strata development known as "CHLOE - Commercial" (the "**Development**"), and which Strata Lot is legally described as PID: 032-299-974, Strata Lot 3 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998; PID: 032-299-982, Strata Lot 4 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998; and PID: 032-299-991, Strata Lot 5 District Lot 526 Group 1 New Westminster District Strata Plan EPS9998;

B. Pursuant to the terms of the Purchase Agreement, the Assignor has paid initial and additional deposits in the total amount of $♦ 0 (collectively, the "**Deposit**").

C. The Assignor has agreed to assign to the Assignee all of its right, title, and interest in and to the Purchase Agreement as well as all of its right, title and interest in and to the Deposit, and the Assignee has agreed to accept such assignment on the terms and conditions set out in this Assignment.

D. The Vendor has agreed to consent to the assignment contemplated herein provided that the conditions outlined in paragraph 13 of this Assignment have been satisfied including the payment by the Assignor to the Vendor of the assignment fee set out in paragraph 4 of this Assignment as required under Section 16 of the Purchase Agreement.

NOW THEREFORE in consideration of the premises and the sum of ONE ($1.00) DOLLAR now paid by the Assignee to the Assignor, and other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. TERMS

Capitalized terms set out and not otherwise defined in this Assignment will have the meanings ascribed thereto in the Purchase Agreement.

2. ASSIGNMENT

The Assignor assigns, transfers, and sets over to the Assignee all of its right, title, benefit and interest in and to the Purchase Agreement and all of its right, title, benefit and interest in the Strata Lot, together with the Deposit previously paid by the Assignor to the Vendor's Solicitors, and any interest earned thereon.

3. ASSUMPTION BY ASSIGNEE

The Assignee covenants and agrees to:

(a) strictly perform and observe all covenants, conditions, and obligations of the Assignor under the Purchase Agreement as if it had been originally named as the purchaser under the Purchase Agreement; and

(b) indemnify and save the Assignor harmless from any and all liabilities of every nature and kind with respect to any breach or non-observance of the covenants, conditions, and obligations contained in the Purchase Agreement by the Assignee.

4. ASSIGNMENT FEE

Concurrently with the execution of this Assignment, the Assignor covenants and agrees to pay to the Vendor $♦ 0 plus GST and any other applicable value-added or sales tax, on such amount (the "**Assignment Fee**").

5. VENDOR'S CONSENT

Upon satisfaction of the conditions set out in paragraph 13 herein, including, without limitation, receipt of any statutory declaration requested by the Vendor in accordance with paragraph 12, the Vendor consents to the assignment contemplated herein.

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(a) the copy of the Purchase Agreement attached hereto as Schedule "A" constitutes the entire agreement between the Vendor and the Assignor with respect to the Strata Lot and has not been modified or amended in any way;

(b) all deposits required to be paid by the Purchase Agreement as of the time of this Assignment have been duly paid as provided in the Purchase Agreement;

(c) the Purchase Agreement is valid and subsisting, has not previously been assigned or otherwise transferred by the Assignor;

(d) the Assignor has full power and authority to assign its interest in the Purchase Agreement to the Assignee in accordance with the terms of this Assignment; and

(e) ~~the Assignor is not in breach of any of its obligations under the Purchase Agreement.~~

The Assignor and Assignee make the following representations and warranties (which will survive the closing of the transaction contemplated by the Purchase Agreement):

(f) except for this Assignment and any additional assignment agreement in respect of the Purchase Agreement set out in Schedule "B" attached hereto (the "**Additional Agreements**"), neither the Assignor nor the Assignee have entered into any other agreement, whether written or oral, in respect of the assignment or transfer of all or a portion of the Assignor's interest in the Purchase Agreement and/or Strata Lot;

(g) the assignment contemplated herein will not result in any avoidance of any applicable tax by the Assignor and/or the Assignee which avoidance will trigger any anti-avoidance law, rule, regulation, provision or any other similar legal enactment contained within any applicable legislation, and without limiting the foregoing, the assignment contemplated herein does not and will not constitute an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia); and

(h) upon completion of the assignment contemplated herein, the Assignor will have no interest, including without limitation, any beneficial interest, in the Purchase Agreement or Strata Lot.

There are no representations, warranties, guarantees, promises or agreements other than those set out in this Assignment and those set out in the Purchase Agreement, if any.

7. ASSIGNOR'S ACKNOWLEDGEMENT

YL

The Assignor acknowledges and agrees that notwithstanding the assignment of the Purchase Agreement pursuant to this Assignment, the Assignor will continue to be bound by and liable for the purchaser's obligations under the Purchase Agreement in the event the Assignee fails to comply with any of the obligations of the purchaser under the Purchase Agreement, including, without limitation, the obligation to complete the purchase of the Strata Lot in accordance with the terms of the Purchase Agreement.

YV
Yu

8. ASSIGNEE'S ACKNOWLEDGEMENT

The Assignee acknowledges and agrees that the Development will be used and marketed by the Vendor only for industrial or commercial purposes. The Assignee acknowledges and agrees that Part 2 of the *Real Estate Development Marketing Act* (British Columbia) does not apply to this transaction, and thus the Information Summary is being provided to the Assignee as a courtesy only.

9. ASSIGNOR'S RELEASE

YL

It is expressly understood and agreed that the Assignor will not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Property and/or the Deposit against the Vendor's Solicitors and/or the Vendor or against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the assignment contemplated herein, in connection with the Development.

10. USE OF STRATA LOT

YV
Yu

The Assignee acknowledges and agrees to use the Strata Lot only for the Proposed Use as provided in the Purchase Agreement.

11. RELEASE AND INDEMNITY

(a) Release. The Assignor and Assignee, for themselves and their respective successors, beneficiaries, heirs, representatives, predecessors, executors and permitted assigns (the "**Releasors and Indemnitors**") DO HEREBY REMISE, RELEASE AND FOREVER DISCHARGE the Vendor and their directors, officers, affiliates, employees, agents, servants, successors, nominees and assigns (collectively, the "**Releasees and Indemnified Parties**") of and from any and all manner of actions, causes of action, suits, debts, accounts, due accounts, sums of money, notes, liens, bonds, covenants, contracts, claims, demands, damages, costs, expenses and any and all legal obligations and compensation of whatsoever kind and howsoever arising, in law or in equity, whether known or unknown, suspected or unsuspected and which the Releasors and Indemnitors or any of them have had, now have or hereafter can, will or may have against the Releasees and Indemnified Parties or any of them in respect of or at any time or from time to time arising out of, pursuant to, occurring or existing or in any way attributable to or related to, or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

(b) Indemnity. The Releasors and Indemnitors hereby jointly and severally agree to indemnify and save harmless the Releasees and Indemnified Parties from and against all actions, causes of action, suits, judgements, debts, claims, liabilities, demands, proceedings, losses, costs (including, without limitation, legal costs on a solicitor and own client basis), damages, fees and expenses of whatever kind or nature which the Releasees and Indemnified Parties, or any of them, have sustained, suffered, paid or incurred, may sustain, suffer, pay or incur, or for which they may become liable or obligated, in law or in equity, for any reason whatsoever, whether known or unknown, suspected or unsuspected, at any time or from time to time arising out of, pursuant to, occurring or existing or in any way related to attributable to or connected to this Assignment or, without limiting the foregoing, any avoidance of any applicable tax by the Assignor and/or the Assignee.

12. STATUTORY DECLARATIONS

Each of the Assignor and Assignee agree to provide to the Vendor, if requested, a statutory declaration in the form required by the Vendor which statutory declaration may require the declaring party to declare, among other things, that the Assignor will have no interest, including without limitation, any beneficial interest, in the Strata Lot and/or Purchase Agreement if the assignment contemplated herein occurs.

13. CONDITIONS TO VENDOR'S CONSENT

The Vendor's consent to the assignment contemplated herein is conditional upon the Vendor's receipt and satisfactory review of, where applicable, the following:

(a) the Assignment Fee;

(b) any statutory declaration requested in accordance with paragraph 12; and

(c) an executed copy of this Assignment by the Assignor and Assignee, and, where applicable, executed copies of any Additional Agreements by the Assignor and Assignee.

14. INDEPENDENT LEGAL ADVICE

The Assignor and Assignee hereby each acknowledge and agree:

(a) that each has read and understood the terms of this Assignment and hereby confirms that the terms of this Assignment are contractual, and not merely recital;

(b) that each has had the opportunity to obtain legal advice with respect to this Assignment; and

(c) that each understands and agrees that the Vendor has not provided any legal advice with respect to this Assignment, including without limitation, with respect to:

(i) the obligations of each of the Assignor and Assignee to pay any tax applicable with respect to this Assignment and the purchase and sale of the Strata Lot as contemplated within the Purchase Agreement; and/or

(ii) whether the transaction contemplated within this Assignment constitutes an "avoidance transaction" as that term is defined within the *Property Transfer Tax Act* (British Columbia) or any other applicable legislation.

15. NO MERGER

The parties confirm and agree that the Purchase Agreement is in full force and effect, unchanged and unmodified (except as noted in this Assignment) and that the provisions of the Purchase Agreement will survive the execution and delivery of this Assignment.

16. FURTHER ASSURANCES

The parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assignment.

17. ENUREMENT

This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

18. TIME

Time will be of the essence of this Assignment.

19. COUNTERPARTS

This Assignment may be executed in counterparts and delivered by facsimile transmission or other form of electronic communication capable of producing a printed copy.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Assignment all as of the day and year first above written.

♦
Per: Luo Yiming
Authorized Signatory
Assignor:1518861 B.C. LTD. Per Yiming Luo

♦
Per:
Yangdan Lu (Feb 19, 2025 17:16 EST)
Authorized Signatory
Assignee: Lunanova Shipping Ltd. Per Yangdan Lu

20. VENDOR'S CONSENT

The Vendor acknowledges and confirms the satisfaction of the conditions outlined in paragraph 13 of this Assignment. The Vendor hereby consents to the Assignment.

DATED the _18th__ day of ___February_____, 2025.

1076255 B.C. LTD.

Per:
Yingzheng Yu (Feb 19, 2025 16:56 PST)

LIGHTSTONE DEVELOPMENT LTD.

Per:
Authorized Signatory
Yingzheng Yu (Feb 19, 2025 16:56 PST)

Authorized Signatory

SCHEDULE "A"

(a copy of the Purchase Agreement attached)

SCHEDULE "B"

(a copy(ies) of any Additional Agreements attached)

None.

APPENDIX N

Docusign Envelope ID: 390C7189-AD18-48F5-892B-FBCAB6E6DF5A

Exclusive Vancouver Project Marketing:
Marketing and Sales Service Agreement

This Exclusive Marketing and Sales Service Agreement made as of June 26, 2025

BETWEEN:

FTI Consulting Canada Inc. in its capacity as Receiver and Manager of 1076255 BC Ltd. and Lightstone Project Ltd.
(the "Vendor")

AND:

Oakwyn Realty Ltd., a British Columbia company having offices at
#400-1286 Homer Street, Vancouver, BC V6B 2Y5
(the "Agent")

REGARDING:

CHLOE KERRISDALE at 2096 West 47th Avenue, Vancouver, B.C.,

(the "Property")

WHEREAS:

The Vendor, is marketing the remainder of the Strata Lots at the Property;

1. The Agent is the brokerage duly registered and licensed, as defined in the *British Columbia Real Estate Services Act* and its Regulations and skilled in the marketing and sale of residential real estate projects;
2. The Vendor hereby appoints the Agent on the terms set out herein for the purpose of selling the Strata Lots which are located at the Property.

Docusign Envelope ID: 390C7189-AD18-48F5-892B-FBCAB6E6DF5A

In consideration of the mutual covenants and agreements hereinafter contained, the parties each with the other agree as follows:

1. DEFINITIONS

In addition to the definitions contained throughout this Agreement, the following words contained in this Section 1 when used in this Agreement shall have the meaning hereinafter ascribed to them:

(a) **Agreement:** a this Exclusive Marketing and Sales Service Agreement, together with any amendments hereto;
(b) **Budget**: means an estimate of income and expenditure for a set period of time;
(c) **Cause:** means a material breach of a term of this Agreement;
(d) **Comprehensive Plan:** has the meaning ascribed to it in Section 2 hereof;
(e) **Cooperating Brokerage:** means the brokerage that introduces and assists a purchaser;
(f) **Database:** a structured set of data held online and organized especially for the rapid search and retrieval of contact information;
(g) **Designated Agents:** means Mary Porohowski, Ken Leong PREC* and Liana Fung, being the licensees engaged by the Agent and designated to provide real estate services as the sole Agent for the Vendor; In accordance with Rule 54 of the Real Estate Service Rules, the Seller(s) acknowledge that they have a designated agency relationship with Exclusive Vancouver Real Estate Group which includes the following agents: Ken Leong PREC*, Mary Porohowski, Liana Fung, Nicholas Lee.
(h) **Offer to Purchase and Agreement of Sale**: a written contract between the Vendor and the purchaser for the purchase and sale of a particular Strata Lot;
(i) **Sales Commission:** means the commission payable with respect to the sale of a Strata Lot determined in accordance with Section 5;
(j) **Selling Price:** means the total sale price a Strata Lot is sold for exclusive of Goods and Services Tax (GST) and any other taxes;
(k) **Strata Lot:** means the individual market residential Strata Lots in the Property and Strata Lot means any one of them;
(l) **Term:** means the Term as defined in Section 4; and
(m) **Unrepresented Party Sales Commission:** has the meaning ascribed to it in Section 5(c).

ENGAGEMENT

The Vendor hereby appoints the Agent as its exclusive marketing and sales provider for the Strata Lots in the Property for the Term of this Agreement.

		Initial	DS
V	V	KZ A	MP A

Docusign Envelope ID: 390C7189-AD18-48F5-892B-FBCAB6E6DF5A

2. COMPREHENSIVE PLAN AND DUTIES OF THE AGENT

Working closely with the Vendor, the Agent and the Designated Agents will advise on the following project discovery, market research, pricing analysis, sales program, and sales management duties (the "Comprehensive Plan") including:

2.1 Project Discovery, Market Research and Pricing Analysis

(a) Target market analysis
(b) Competing projects and resale market analysis
(c) Neighbourhood analysis and growth outlook
(d) SWOT analysis
(e) Pricing analysis

2.2 Sales Program

(a) Realtor and prospect outreach (telephone, in person, email, text and social media)
(b) Sales presentation training
(c) Customer Relationship Management ("CRM") maintenance (refer to section 10.2)
(d) Events and Launch Scheduling
    (i) Outreach program including but not limited to telephone, email and messaging to relevant Databases
    (ii) Event related collateral materials management
    (iii) Planning, scheduling and management of pre-launch preview(s) as well as advance sales and opening events
(e) Execute an effective follow-up procedure for each prospect type
(f) Use best efforts to solicit written offers, negotiate firm and binding Offer to Purchase and Agreement of Sale contracts
(g) Management of MLS Listings

2.3 Sales Management

(a) Review of Offer to Purchase and Agreement of Sale contracts, Disclosure Statement and Amendments thereto
(b) Sales file preparation
(c) Assist with necessary documentation, execution, distribution and management of Offer to Purchase and Agreement of Sale contracts, Disclosure Statement and its Amendments thereto

2.4 Reporting

(a) Database Analysis and prospect Reports
(b) Presentation Centre Guest Survey data entry
(c) Traffic Reports
(d) Competition Reports
(e) Sales master report including buyer information, key contract information
(f) Key Metrics Analysis

Docusign Envelope ID: 390C7189-AD18-48F5-892B-FBCAB6E6DF5A

2.5 Completion Services

(a) Offer to Purchase and Agreement of Sale contract file audits
(b) Assist with necessary documentation and execution of Offer to Purchase and Agreement of Sale contracts including deposit payments and Disclosure Statement amendments
(c) Purchaser and third-party communication

3. RESPONSIBILITIES OF THE VENDOR

3.1 Marketing Program

(a) Property Branding
(b) Signage
(c) Renderings and photography
(d) Marketing collateral materials including but not limited to brochure/inserts/feature sheets, guest cards, stationery package, direct mail pieces and miscellaneous handouts
(e) Display Home and/or Vignettes
(f) Website
(g) Electronic letter campaigns
(h) Social media campaigns
(i) Media program
(j) Event Costs such as catering, beverages, and budget for Sales Promotions/Prize Draws
(k) Strata Documents Costs (Form B, Strata Minutes, Bylaws and Rules, Financial Statements, etc.)

3.2 Legal Materials including Offer to Purchase and Agreement of Sale contracts and pertinent addenda, Disclosure Statement and Amendments, Preliminary Strata Plan

3.3 Closing Coordinator and Deficiency Manager

3.4 An overall sales and marketing Budget in consultation with the Agent.

3.5 Payment of MLS fees and Cooperating Brokerage Sales Commission

3.6 All expenses that are the responsibility of the Vendor to require prior approval before any expenditure

Docusign Envelope ID: 390C7189-AD18-48F5-892B-FBCAB6E6DF5A

4. TERM

The Term of this Agreement (the "Term") shall commence on the execution date of this Agreement, and shall expire on the earliest of the following dates:

(a) Which is July 1, 2026;
(b) The completion date as defined in the Offer to Purchase and Agreement of Sale of the last Strata Lot;
(c) The date upon which either party terminates this Agreement pursuant to the terms hereof; and
(d) Such other date as is mutually agreed upon by both parties.

Notwithstanding the expiry or termination of this Agreement, the Brokerage shall remain entitled to receive all commissions on any firm sales agreements executed during the Term, regardless of when those transactions complete.

5. MARKETING FEES AND SALES COMMISSIONS

In respect of the sale of any Strata Lot and all other services rendered by the Agent hereunder to a purchaser, the Vendor agrees to pay the Agent a Sales Commission for each Strata Lot sold according to the following:

(a) a Sales Commission of 1.75% on the net Selling Price, plus applicable taxes payable on the Sales Commission except as otherwise specified in this Agreement, for each and every Strata Lot sold;
(b) Cooperating Brokerage Sales Commission of 3.255% of the first $100,000 and 1.1625% of the net Selling Price plus a $5,000 Bonus plus applicable taxes payable. Cooperating Brokerage Sales Commission Agreement will be over and above the Sales Commission of 1.75%;
(c) Unrepresented Party Sales Commission:
The Agent will receive the Cooperating Brokerage Sales Commission as per MLS Listing Contract or Cooperating Brokerage Sales Commission Agreement.
(d) Payment Terms:
All Sales Commissions are payable on the completion date of the sale.

Notwithstanding the foregoing, the Agent acknowledges that the Agent will not be entitled to any Sales Commission, fee, or other remuneration in connection with the sale of any Strata Lot that is subject to an existing purchase and sale agreement that did not involve the Agent representing the Vendor in respect of the offering and sale of such Strata Lot, whether such agreement has been amended or otherwise modified. This exclusion applies regardless of any changes, extensions, or modifications to the original terms of the purchase and sale agreement.

6. WARRANTIES AND COVENANTS OF THE VENDOR

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(a) The Vendor represents and warrants that it has complied with and shall continue to comply with all applicable laws, rules and regulations relating to the Property and its construction, marketing and sale.
(b) The Vendor shall not, during the Term of this Agreement, retain any marketing Agents or personnel other than the Agent with respect to the Strata Lots in the Property and shall not allow any other person or corporation to list any of the Strata Lots in the Property for sale without the express written consent of the agent.

The Vendor shall immediately deal with all Offer to Purchase and Sales Agreements sent to it by the Agent for execution by the Vendor and in any event shall either accept, reject or counteroffer and such Offer to Purchase and Sales Agreement, so presented by the Agent, in a timely manner.

7. COVENANTS OF THE AGENT

The Agent covenants and agrees with the Vendor that it will:

(a) obtain and maintain in good standing all real estate, broker and other licences required to perform its obligations hereunder;
(b) conduct its activities in compliance with all applicable real estate, securities and other laws and regulations;
(c) not deliver to prospective purchasers any marketing or other documentation which is not first approved by the Vendor;
(d) not make any untrue representations or warranties to any prospective purchasers;
(e) at all times act in good faith and in the best interest of the Vendor;
(f) report fully and promptly to the Vendor on its communications with prospective purchasers; and
(g) provide such assistance as the Vendor may reasonably request in its efforts to sell any of the Strata Lots to prospective purchasers.

8. DEFAULT

Each one of the following events is herein referred to as (an **"Event of Default"**):

(a) The failure of either party to meet any material financial or non-financial obligation under this Agreement which failure to comply continues for a period of twenty days after the non-defaulting party gives the defaulting party written notice thereof; and
(b) If it is discovered that any of the warranties or representations given by either party hereto are not materially true.

9. TERMINATION

(a) *Termination by the Agent.* Upon the occurrence of an Event of Default by the Vendor, the Agent may terminate this Agreement by delivering written notice of termination to

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the Vendor without prejudice to any other rights, remedies or claims that the Agent may have against the Vendor.

(b) *Termination by the Vendor.* Upon the occurrence of an Event of Default by the Agent for Cause, the Vendor may terminate this Agreement by delivering written notice of termination to the Agent without prejudice to any other rights, remedies or claims that the Vendor may have against the Agent.

(c) *Termination by the Agent by notice.* The Agent may terminate this Agreement upon 30 days' written notice to the Vendor and thereafter, neither party shall be under any further obligation to the other hereunder.

(d) *Termination by the Vendor by notice.* The Vendor may terminate this Agreement upon 30 days' written notice to the Agent without prejudice to any other right, remedies or claims that the Vendor may have against the Agent.

If Termination in (a), (c) or (d) occurs, a list of prospects will be provided by the Agent at the time of termination. The Vendor will review and agree to the list of prospects, such consent not to be unreasonably withheld. In the event a prospect from the prospect list writes a firm and binding Offer to Purchase and Agreement of Sale on a Strata Lot within 90 days of the termination date, the Vendor will pay a Sales Commission to the Agent as per Section 5.

10. RECORDS AND DATABASES

10.1 The Agent agrees to keep such records in respect of the provision of the services under this Agreement as the Vendor may, from time to time, reasonably require and agrees to make such records available at any time upon reasonable notice for inspection by the Vendor or its representatives. Upon the termination of this Agreement, the Agent shall forthwith deliver up to the Vendor, at the Vendor's expense, such records as the Vendor may request and, thereafter, the Agent shall not disclose or use the contents of such records for any purpose.

10.2 The Vendor is responsible for all costs, fees, and subscriptions associated with the setup, implementation, and ongoing maintenance of the client relationship management ("CRM") software. As it relates to potential purchasers and registrants (the "Database") are the property of the Vendor and shall be retained by the Vendor. The Agent shall be allowed to use the Database owned and generated by the Vendor but, always, the Database shall remain the property of the Vendor. The Database must not be copied or shared with any third parties under any circumstances.

10.3 It is the Vendor's expectation that the Agent shall promote the Strata Lots in the Property to the Agent's network and Database of contacts, with the goal of getting such contacts to become registrants in the Vendor's Database and, ultimately, to purchase Strata Lots at the Property.

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11. WAIVER

No failure or delay of either the Vendor or the Agent in exercising any power or right under this Agreement will operate as waiver of such power or right. No single or partial exercise of any right or power under this Agreement will preclude any further or other exercise of such right or power. No modification or waiver of any provision of this Agreement and no consent to any departure by any party from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent will be effective only in the specific instance and for the specific purpose for which it was given.

12. ENTIRE AGREEMENT

This Agreement supersedes all previous negotiations, Agreements, covenants, conditions, representations, and warranties with respect to the subject-matter of this Agreement. There is no representation, warranty, collateral term or condition or collateral Agreement affecting this Agreement, other than as expressed in writing in this Agreement.

13. NO PARTNERSHIP

Nothing in this Agreement shall be construed to create a relationship of partnership or joint venture or such other similar relationship.

14. TIME

Time is of the essence of this Agreement and each and all its provisions

15. NO AMENDMENT

No amendment or variation of this Agreement or any of the terms contained therein shall be binding upon the parties here to unless it is in writing and signed by all parties, but any such amendment or variation properly consented to shall be adhered to have the same force and effect as if they had been made originally and formed a party of this Agreement.

16. BINDING AFFECT

This Agreement shall enure to the benefit of and be binding upon the heirs, personal representatives, executors, executrices and administrators, committees, receivers, trustees in bankruptcy, successors and permitted assignees of each of the parties hereto.

17. FURTHER DOCUMENTS

The parties agree to do all other acts and execute all other instruments, as may be necessary and proper for the purposes of this Agreement.

18. NOTICES

That any offers or notices as required by this Agreement or any notices of a changed address shall be served upon the other parties to this Agreement either personally or by registered

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mail addressed to the other party at the address set forth on page 1 of this Agreement, which address shall remain until notice of change is given to the other party in the manner prescribed herein. Any notice served by registered mail shall be deemed to have been received by the addressee on the third day subsequent to the date of mailing.

19. COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts each of which when so executed shall be deemed to be an original and such counter parts together shall constitute but one and the same instrument.

20. ELECTRONIC TRANSMISSION

This Agreement may be executed by the parties and scanned and emailed and if so executed and emailed this Agreement will be for all purposes as effective as if the parties had delivered and executed original Agreement.

21. GOVERNING LAW

The rights and liabilities of the parties hereto and the interpretation of the provisions of this Agreement shall be governed by the laws of the Province of British Columbia.

22. MEANING

All words and personal pronouns relating thereto shall be read and construed as the number and gene of the party or parties referred to in each case required, and the verb agreeing therewith shall be construed as agreeing with the required word or pronoun.

23. EFFECTIVE DATE

Notwithstanding the date this Agreement is executed by the parties hereto, the effective date of this Agreement shall be deemed to be the 26th day of June 2025.

24. RECEIVERSHIP MATTERS

24.1 The following terms modify and, where applicable, override the terms of this Agreement. Where there is a conflict between the other terms of this Agreement and this section 24, the terms of this section 24 shall apply.

24.2 All offers to purchase any Strata Lot will only be accepted:

(a) subject to the approval of the Supreme Court of British Columbia (the "**Court**") in Supreme Court Action Number S-246124, Vancouver Registry (the "**Proceeding**"); and

(b) subject to the terms and conditions outlined in Schedule "A" to the Agreement of Purchase and Sale (the "**Sale Agreement**") which forms a part

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of all offers.

24.3 It is the Agent's responsibility to ensure that Schedule "A" to Sale Agreement, a copy of which is attached hereto, is attached to all offers to purchase the property and is signed by the purchaser(s).

24.4 Real estate commission will be payable only upon the **completion** of a sale pursuant to an offer approved by the Court procured under this listing and upon receipt of the net sale proceeds by FTI Consulting Canada Inc., in its capacity as court-appointed receiver of the assets, undertakings, and property of By the Bay Home Development Ltd.

24.5 This Agreement will automatically terminate with no commission being payable if:

(a) any party to the Proceeding redeems the mortgage which is the subject of the Proceeding; or

(b) the Court grants some other party to the Proceeding the right to sell the property.

24.6 The Agreement is subject to all applicable Orders of the Court pronounced in the Proceeding.

[*Balance of page blank; signature page follows.*]

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WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT.

FTI Consulting Canada Inc. in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd. **Per:**	Hailey Liu
Oakwyn Realty Ltd. **Per:**	Signed by: 58E2EE7AB19A46C... Ken Leong PREC* DocuSigned by: 50C5C4F0113941D... Mary Porohowski

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SCHEDULE A

Contract of Purchase and Sale

Initial DS

S.L. No. _____

CHLOE
CONTRACT OF PURCHASE AND SALE

Date of the Contract:

"Vendor" **FTI Consulting Canada Inc., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd., and not in its personal capacity**

#1450 - 701 West Georgia Street, Vancouver, BC V7Y 1B6

"Purchaser"

_____	_____
Postal Address: _____	Postal Address: _____
_____	_____
Telephone: _____	Telephone: _____
E-mail Address: _____	E-mail Address: _____
Identification: _____	Identification: _____
Purchaser is:	Purchaser is:
☐ Canadian Citizen	☐ Canadian Citizen
☐ Permanent Resident of Canada	☐ Permanent Resident of Canada
☐ Other: _____	☐ Other: _____
Occupation or principal business:	Occupation or principal business:
_____	_____
Date of Birth (if individual): _____	Date of Birth (if individual): _____

"Strata Lot" **Strata Lot _____** in "Chloe" (the "**Development**") constructed at 2096 West 47th Avenue, Vancouver, B.C. (the "**Lands**") and legally described as: PID: _____, Strata Lot _____ District Lot 526 Group 1 New Westminster District Strata Plan EPS9999 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V.

"Purchase Price" $_____. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including, without limitation, property transfer tax, goods and services tax ("**GST**") and any other federal or provincial sales, service, value added or other tax (as set out in further detail in section 18).

1. **Offer.** The Purchaser hereby offers to purchase the Strata Lot from the Vendor for the Purchase Price and on the terms and conditions set out in this Contract, including the terms and conditions set out in any other schedules or addenda attached hereto, subject to the Permitted Encumbrances (as defined in subsection 8(c)).

2. **Deposit.**

   (a) The Purchaser will pay an initial deposit (the "**Deposit**") in the amount of $_____, on signing this offer.

   (b) The Purchaser will pay the Deposit to McCarthy Tétrault LLP (the "**Vendor's Solicitors**"), in trust, to be held as trustee in accordance with the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"). Deposit payments must be made by certified cheque, bank draft or wired funds and may not be made in cash or by credit card. The Deposit, or any portion thereof, when received, will be deposited by the Vendor's Solicitors in an interest-bearing trust account with the interest to accrue to the benefit of the Vendor except as otherwise expressly set out herein. If the Vendor or the Vendor's Solicitor deliver a Vesting Order Notice (as defined in section 7) to the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") establishing a Completion Date (as defined in section 7) that is prior to the date for payment of any portion of the Deposit, such portion of the Deposit must be paid on the Completion Date.

(c) If the Purchaser fails to pay any portion of the Deposit when required hereunder or fails to complete the purchase of the Strata Lot in default of the Purchaser's obligations hereunder, then, subject to subsection 12(b), the Vendor may elect to terminate this Contract and, in such event, the portion of the Deposit that has been paid together with interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to any other remedy which the Vendor may have in respect of the Purchaser's default, including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages. If the Vendor defaults in its obligations hereunder, the Deposit (including interest thereon) will be paid to the Purchaser as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of damages) and as the Purchaser's sole and exclusive remedy.

3. **Receipt of Disclosure Statement.** The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated April 10, 2025 (the "**Initial Disclosure Statement**") and any additional amendments to the disclosure statement, if any, filed up to the date hereof in respect of the Initial Disclosure Statement (the "**Amendments**" and, together with the Initial Disclosure Statement, the "**Disclosure Statement**"), and that he/she/it/they has/have been given a reasonable opportunity to read the Disclosure Statement before entering into this Contract. The Purchaser further acknowledges that the Purchaser has been referred to section 7.2 of the Disclosure Statement in respect of information concerning this Contract. The Purchaser will promptly provide a receipt, in the Vendor's form, upon receipt of any Amendments from the Vendor.

Purchaser(s)

4. **Electronic Delivery of Disclosure Statement and Amendments.** The Purchaser consents and agrees that the Vendor may deliver any notice or document, including, without limitation, the Initial Disclosure Statement and any Amendments, to the Purchaser by electronic means, including by e-mail, to the e-mail address set out above, and the Purchaser confirms he/she/it/they is/are capable of retrieving and processing any such notice or document in electronic form.

Purchaser(s)

5. **Included Items.** The Purchase Price includes the following items: refrigerator, washer, dryer, dishwasher, cooktop, wall oven, hood fan, microwave, heating/cooling unit, and energy recovery ventilator. Fixtures and features as represented in the Disclosure Statement shall also be included, provided that the Vendor may substitute materials and brands of reasonably similar or better quality.

6. **Parking, Bicycle Storage and Storage.** The Strata Lot will include the right to use _____ parking stall(s), _____ bicycle storage locker(s) and _____ storage locker(s) as described in the Disclosure Statement. The Vendor reserves the right to allocate the parking stalls, bicycle storage lockers, and storage lockers in its sole discretion without consultation with the Purchaser. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity, may be suitable for a small car only, and / or may not be EV stalls or disabled stalls.

7. **Completion Date.** The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract, by delivery to the Vendor's Solicitors of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. (Vancouver time) on the completion date (the "**Completion Date**"), which will be the date that is 3 Business Days from the date that the Vendor obtains a certified copy court order approving the transfer of the Strata Lot to the Purchaser, which is not subject to any stay, appeal, or other order restraining this Contract or the transaction contemplated hereby (the "**Vesting Order**"). The Completion Date may be based on the Vendor's estimate as to when the Vesting Order will be obtained, provided that the Vendor or the Vendor's Solicitors will give a minimum of 3 Business Days' notice (the "**Vesting Order Notice**") thereof. If the Completion Date has not occurred by April 11, 2026 (the "**Outside Date**"), this Contract will terminate on the Outside Date, the Deposit (excluding interest thereon) will be returned to the Purchaser and the parties will be released from all of their obligations hereunder. The Purchaser acknowledges and agrees that the Completion Date will be determined in accordance with this section 7.

8. **Conveyance.**

(a) On the Completion Date the Vendor shall transfer the fee simple interest in the Strata Lot by way of a Vesting Order. The Purchaser agrees to take title subject to and be bound by the Permitted Encumbrances. The Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors, at least five days prior to the Completion Date, a statement of adjustments for the Strata Lot. The Vendor will execute and deliver, or cause to be executed and delivered, the statement of adjustments and a certified copy of the Vesting Order to the Purchaser's Solicitors on or before the Completion Date, on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the land title office (the "**LTO**") indicating that, in the ordinary course of LTO procedure, the Purchaser will become the registered owner of the Strata Lot (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be delivered by the Purchaser's Solicitors to the Vendor's Solicitors. The Purchaser acknowledges that certain financial charges may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon such financing will be discharged entirely. The Purchaser will bear all costs of the conveyance and any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title.

(b) If the Purchaser is relying upon a new mortgage to finance a portion of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Vesting Order and new mortgage document(s) have been deposited for registration in the LTO, but only if, before such deposit, the Purchaser has: (i) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; and (ii) fulfilled all the new mortgagee's conditions for funding except deposit of the mortgage document(s) for registration in the LTO; and (iii) made available to the Vendor's Solicitors a solicitor's or notary's undertaking to pay the Purchase Price upon the deposit of the Vesting Order and new mortgage document(s) for registration in the LTO and the advance by the new mortgagee of the mortgage proceeds.

(c) In this Contract, "**Permitted Encumbrances**" means, collectively, the subsisting conditions, exceptions, reservations (including royalties) and other rights contained or reserved to the Crown in the original grant of the Lands from the Crown and the legal notations, charges and encumbrances, including proposed encumbrances, referred to in the Disclosure Statement and registered or pending registration in the LTO on the Completion Date against title to the Strata Lot and/or the common property of the Development.

9. **Possession, Risk and Adjustment.** The Strata Lot will be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. The Purchaser may have possession of the Strata Lot at 12 noon on the day following the Completion Date (the "**Possession Date**"). All adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made as of the Completion Date.

10. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia) (or successor statutes) (together the "**Acts**") solely in respect of lien claims registered in the LTO in connection with work done at the Vendor's request. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor, on the date permitted by the Acts, the Lien Holdback plus interest earned thereon, if any, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. (Vancouver time) on that day. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitors to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be at the sole expense of the Vendor.

11. **Vendor's Rights to Terminate.** The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion, terminate this Contract at any time by giving written notice to the Purchaser or the Purchaser's Solicitors:

(a) if the mortgages secured against the property is redeemed pursuant to the terms of an order nisi of foreclosure or otherwise;

(b) if the Vendor is not able to obtain the Vesting Order, or otherwise determines, in its sole discretion, that it is not advisable to present the Purchase Agreement to the court in furtherance of obtaining the Vesting Order;

(c) if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that statute, as amended from time to time; and

(d) if:

(i) the Vendor has reasonable grounds to suspect that any of the representations and warranties made by the Purchaser pursuant to subsection 24(a) are untrue, incomplete, inaccurate or misleading in any respect;

(ii) the Purchaser fails to provide the Supporting Documents (as defined in subsection 24(b)) as required pursuant to subsection 24(b); or

(iii) the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Contract would result in liability to the Vendor pursuant to the PPNCA or PPNCR (each as defined in section 19).

If the Vendor terminates this Contract in accordance with this section 11, this Contract will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser and the Vendor will return to the Purchaser that portion of the Deposit (excluding interest thereon) paid by the Purchaser pursuant to this Contract. The Purchaser acknowledges and agrees that it is signing this Contract under seal and that the Purchaser will not have any right to revoke his/her/its/their offer herein while this Contract remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser, directly or indirectly, and that this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of this Contract and any matter associated therewith.

12. **Time is of The Essence.** Time is of the essence hereof and, unless all payments on account of the Purchase Price, including any Deposits, and all other amounts payable hereunder are paid by the Purchaser when due, then the Vendor may, at its option:

(a) terminate this Contract by written notice to the Purchaser and, in such event, the portion of the Deposit that has been paid and all interest accrued thereon will be absolutely forfeited to the Vendor as liquidated damages, the parties agreeing that the total amount of the Deposit (including all portions thereof, whether paid or unpaid) together with interest thereon constitutes a genuine pre-estimate of the minimum damages the Vendor will suffer as a result of the Purchaser's failure to pay, when due, any payment on account of the Purchase Price, together with adjustments thereto as provided herein, or any other amounts payable hereunder, without prejudice to the Vendor's other remedies including, without limitation, the right of the Vendor to pursue the Purchaser for any unpaid balance of the Deposit and to seek additional damages and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon delivery by the Vendor to the Vendor's Solicitors of a written certification confirming the Purchaser's breach hereunder, in accordance with section 18(4) of REDMA, as further described below; or

(b) elect to extend the date for payment or the Completion Date, as applicable, to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may cancel this Contract pursuant to subsection 12(a) or grant one or more further extensions pursuant to subsection 12(b), at any time after extending the date for payment or the Completion Date, as the case may be, pursuant to subsection 12(b) if the Purchaser fails to make such payment or complete the purchase of the Strata Lot, as the case may be, in accordance with this Contract on or before such extended date. If the Purchaser is in breach of any covenant or obligation hereunder, including, without limitation, the covenants and obligations of the Purchaser set out in section 2 of this Contract, or the purchase and sale contemplated by this Contract is not completed by reason of the Purchaser's default hereunder, the Vendor's Solicitors are authorized (unless precluded by Court Order) to pay the Deposit to the Vendor in accordance with section 18(4) of REDMA, without prejudice to any other right or remedy of the Vendor and subject to sections 2 and 12 herein. If the Purchaser is in breach of any of the covenants or obligations hereunder, the Vendor may, at its election, retain the Deposit and accrued interest thereon. The Vendor reserves the right to claim for damages pursuant to subsection 12(a) above. For greater certainty, for the purposes of section 18(4) of REDMA, if the Purchaser fails to pay a subsequent Deposit when required or the balance of the Purchase Price when required, the Vendor may elect to cancel this Contract and, if the Vendor makes such election, the amount of the Deposit will be forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors will be entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor notwithstanding the Vendor's knowledge of any adverse claim to the Deposit, including a claim by the Purchaser.

13. **Entire Contract/Representations.** The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, social media, blogs, Twitter, Facebook, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for the Purchaser's viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and any municipal, structural, Vendor and/or architectural requirements.

14. **Area of the Strata Lot.** The areas and dimensions of the Strata Lot and the Common Property are as set out on Strata Plan EPS9999 and sales brochures or other marketing materials are provided for informational purposes only and are not represented as being the actual final areas and dimensions of the Strata Lot. The Purchase Price for the Strata Lot shall not be subject to adjustment by reason of the actual area of the Strata Lot. The Purchaser further acknowledges and agrees that any materials used in the finishing of the Strata Lot including, without limitation, any natural stone, ceramic, porcelain and wood, may have conspicuous variations in colour, grain, vein, texture, pattern and size and any such variations are merely characteristics of the respective material and will not be considered as defects or deficiencies in the Strata Lot and that certain materials used in the finishing of the Strata Lot may be subject to staining or changed colouration over time by virtue of general use or by exposure to daylight.

15. **Purchaser Acknowledgements.** The Purchaser acknowledges and agrees that:

(a) the Completion Date may be any day up to and including the Outside Date, and the Purchaser releases the Released Parties (as defined in section 17) from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs;

(b) legal title to the Strata Lot is or will be held by 1076255 B.C. Ltd. (the "**Registered Owner**") as nominee, agent and bare trustee for and on behalf of Lightstone Development Ltd. (the "**Beneficial Owner**" and, together with the Registered Owner, the "**Companies**"), as beneficial owner. The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Vesting Order and other closing documents executed by FTI Consulting Canada Inc, in its capacity as court-appointed the receiver and manager of all of the assets, undertakings and property of the Companies, in satisfaction of section 6 of the *Property Law Act* (British Columbia); and

(c) as of the Completion Date, the Purchaser will be deemed to have assumed and will observe and perform, all covenants, agreements and obligations of the owner of the Strata Lot (if any) under each of the Permitted Encumbrances.

16. **Inspection.** The Vendor warrants that on the Completion Date the Strata Lot and the common property of the Development will be registered under a third party new home warranty provider. The Purchaser or his/her/its/their representative will have the right to inspect the Strata Lot with a representative of the Vendor at a reasonable time designated by the Vendor by written notice or by telephone prior to the Completion Date and a refusal or failure by the Purchaser to inspect the Strata Lot at such time will be deemed to be a waiver and forfeiture of such right, in which case the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings in the Strata Lot) on the Completion Date. At the conclusion of such inspection, the Vendor will prepare a conclusive list of any defects or deficiencies (the "**Deficiencies**") which are to be rectified by the Vendor. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathrooms and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. If the Purchaser does not sign the Deficiencies list the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings). Notwithstanding the foregoing, if, as a result of an epidemic, pandemic, quarantine, public lockdown, public health order

and/or other reason of a like nature, the Vendor determines that the inspection procedure set out above cannot be safely completed, the Vendor, in its sole discretion, may implement an alternative inspection procedure. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified subsequent to the Completion Date. No holdback will be made on closing in respect of the Deficiencies or other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the architect of the Development or any replacement therefor appointed by the Vendor will be conclusive, final and binding on the parties. Following the Completion Date, the Purchaser agrees to provide the Vendor and its representatives, contractors and agents with access to the Strata Lot at all reasonable times on 24 hours' notice from the Vendor in order for the Vendor or its representatives, contractors or agents to rectify any outstanding Deficiencies, and the Purchaser will in no manner interfere with or impede any such person while he/she/they is/are carrying out such work.

17. **Access.** Except as provided in section 16, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Development prior to the Possession Date without the prior written permission of the Vendor (which the Vendor may withhold in its sole and absolute discretion) and then only if accompanied by a representative of the Vendor. The Purchaser hereby releases the Vendor (including the general partner of the Vendor), the partners of the Vendor (including any general partner of any such partners), and the Registered Owner and their respective directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (all, collectively, the "**Released Parties**") from and against any loss, cost, damage, demand, claim, action, cause of action and liability whatsoever resulting from any act or omission of any one or more of the Released Parties (negligent or otherwise) or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Development prior to the Possession Date, or any act or omission (negligent or otherwise) of the Purchaser or any person on behalf of the Purchaser while within the Development prior to the Possession Date. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties. The indemnity in this section 17 will not merge on, and will survive, the completion of the transaction contemplated in this Contract.

18. **Costs/Sales and Transfer Taxes.**

(a) The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot.

(b) In addition to the Purchase Price, the Purchaser will be liable for and will pay all applicable property transfer tax, GST, harmonized sales tax and any other federal or provincial sales, service, value added, transition or other tax payable by the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment, appliances, or other extras included in the Purchase Price and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), the *Property Transfer Tax Act* (British Columbia) (the "**PTTA**"), the *Speculation and Vacancy Tax Act* (British Columbia) and any other federal or provincial legislation in respect of the transaction contemplated herein (including, without limitation but for greater clarity, basic property transfer tax payable under section 2 of the PTTA and, if the Purchaser is or will be on the Completion Date a "foreign entity" or "taxable trustee", as defined in section 2.01 of the PTTA, an additional property transfer tax payable pursuant to section 2.02 of the PTTA). The Purchaser will be solely responsible for applying to the appropriate governmental authorities in order to obtain any applicable federal or provincial new housing rebate.

(c) Notwithstanding the foregoing, if the Purchaser is a corporation, trust or partnership which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be liable for, will self-assess and will remit same directly to the Canada Revenue Agency (the "**CRA**"). The Purchaser will indemnify and save harmless the Released Parties from and against any and all GST, penalties, costs and/or interest which may become payable by or assessed against the Released Parties as a result of any failure by the Purchaser to comply with the foregoing and such indemnity will survive and not merge upon closing of the sale of the Strata Lot contemplated herein. For greater certainty and in addition to the foregoing, the Purchaser's GST certificate will include an indemnity from the Purchaser in favour of the Released Parties on the terms and conditions set out in the preceding sentence

19. **Assignment**. Without the developer's prior consent, any assignment of this purchase agreement is prohibited. An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the developer with the information and records required under REDMA. For the purposes of this paragraph, "developer" means "Vendor" and "purchase agreement" means "Contract".

The Purchaser may not assign his/her/its/their interest in the Strata Lot or in this Contract without the written consent of the Vendor, which consent may be arbitrarily withheld in the Vendor's sole discretion. Unless the Vendor has consented to an assignment, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor may, at its option, charge an administration fee equal to three percent (3%) of the aggregate of: (a) the Purchase Price, and (b) the amount of any consideration received by the Purchaser from the assignee in respect of the assignment, plus applicable taxes, as consideration for agreeing to an assignment of the Purchaser's interest in the Strata Lot or in this Contract and for any associated legal and administrative costs. In the event that the Purchaser wishes to assign the Purchaser's rights under this Contract to his/her/their spouse, child, sibling or parent, or to a corporation which is wholly owned or controlled by the Purchaser, the Vendor will charge a flat administration fee of $1,000.00 plus applicable taxes, on the condition that the Purchaser first provides the Vendor's Solicitors with such information or documents, including, without limitation, a statutory declaration sworn by the Purchaser, setting out the particulars of and confirming the required relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's Solicitors. In addition to the foregoing, the Vendor may impose such other conditions upon the Vendor's consent to an assignment request by the Purchaser as it may determine in its sole discretion, including, without limitation, that the Purchaser has paid all

instalments of the Deposit as required hereunder and is otherwise not in default hereunder. Following any assignment, the assignor will not be relieved of his/her/its/their obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Contract. The Purchaser will not advertise or solicit offers from the public or use the Multiple Listing Service® (MLS) with respect to the resale of the Strata Lot by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld. Before the Vendor consents to an assignment of the Purchaser's interest in the Strata Lot or in this Contract, the Vendor will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following: (i) the party's identity; (ii) the party's contact and business information; and (iii) the terms of the assignment agreement. Information and records collected by the Vendor must be reported by the Vendor to the administrator designated under the PTTA. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of REDMA, which includes disclosure to the CRA. The Purchaser and the proposed assignee will give to the Vendor all such information and records and any additional information and records requested by the Vendor pursuant to REDMA or regulations thereto from time to time, and hereby consent to the Vendor making any filings or disclosing the aforesaid information and records as required or permitted by REDMA or regulations thereto, as may be amended from time to time. In addition, the Purchaser and the proposed assignee will give to the Vendor all such information and records and any additional information and records requested by the Vendor pursuant to the Prohibition on the *Purchase of Residential Property by Non-Canadians Act* (Canada), as may be amended from time to time (the "**PPNCA**"), or the regulations thereto, including the *Prohibition on the Purchase of Residential Property by Non-Canadians Regulations*, SOR 2022-250, as may be amended from time to time (the "**PPNCR**"). The Purchaser and any proposed assignee will jointly and severally indemnify and save harmless the Released Parties from any loss, damage, liability, cost and expense (including, without limitation, fines and penalties) suffered by the Released Parties, directly or indirectly as a result of any misrepresentation or false or misleading statement in any information and records provided to the Vendor pursuant to this section 19.

No assignment under this section 19 will be valid until the Vendor has received the applicable administrative fee payable in accordance with this section 19, and the assignor and the assignee have executed and delivered to the Vendor an assumption agreement in favour of the Vendor in the form required by the Vendor and the Vendor has received any additional documents it may require from the assignor, the assignee and/or any other party in connection with its consent to the assignment, including, without limitation, any certificate or other documents necessary or required by the Vendor pursuant to the PPNCA. Notwithstanding the foregoing provisions of this section 19 and regardless of whether or not the Vendor consents in writing to an assignment of this Contract in accordance with this section 19, the Purchaser will not, under any circumstances, assign this Contract in a manner that: (A) qualifies as an "avoidance transaction" as such term is defined under section 2.04 of the PTTA; or (B) contravenes the provisions of the PPNCA or the PPNCR. The Purchaser will indemnify the Released Parties against any damages, losses, duties, levies, fees, penalties, costs and expenses that any of the Released Parties may suffer or incur under the PTTA or any regulation thereunder, or under the PPNCA or the PPNCR, in connection with an assignment of this Contract or otherwise in connection with the transaction contemplated herein

20. **Assignment by Vendor**. The Vendor will be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Contract without the consent of the Purchaser.

21. **Personal Information.** The Purchaser hereby consents to the collection, use and disclosure of personal information contained in this Contract and otherwise collected by or on behalf of the Vendor, its agents, solicitors, affiliates and service providers for all purposes consistent with the transaction contemplated herein including to: (a) complete the transaction contemplated by this Contract; (b) invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws; (c) facilitate the entering into of a deposit protection contract and release of the Deposit in accordance therewith; (d) facilitate the management of the Development; (e) market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; (f) comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto, REDMA and regulations, rules and policies thereunder or relating thereto, and the PPNCA and the PPNCR, each as may be amended from time to time, and all other applicable laws; and (g) disclose such personal information to the Vendor's affiliates, agents, assignees, partners, business partners, contractors, suppliers, bankers, solicitors, accountants, insurers, warranty providers, utility providers, relevant governmental authorities or agencies and other advisors and consultants in furtherance of the foregoing purposes. The Purchaser also agrees to provide to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not contained herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, REDMA and regulations, rules and policies thereunder or relating thereto, the PPNCA and the PPNCR, and with all other applicable laws, each as may be amended from time to time, and the Purchaser acknowledges that the foregoing consent applies to any such personal information.

22. **Notices and Tender.**

(a) Any notice or other communication required or desired to be given pursuant to or relating to this Contract will be in writing and delivered in accordance with this section 22. Any notice to the Purchaser may be delivered by the Vendor by any one of the following means, in the sole discretion of the Vendor: (i) by e-mail to the e-mail address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice; (ii) by personal delivery or by registered mail, courier or any other type of third party physical delivery service addressed to the Purchaser at the Purchaser's address set out on page 1 of this Contract, as may be changed only by an Address Change Notice; or (iii) by delivery to the Purchaser's Solicitors by personal delivery, registered mail, courier or any other type of third party physical delivery service or by e-mail. The address and e-mail address for the Purchaser will be as set out on page 1 of this Contract or such other address or e-mail address of which the Purchaser has last notified the Vendor in an Address Change Notice. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. The Vendor will have no duty to further verify the currency of the Purchaser's postal address or e-mail address or the Purchaser's Solicitors' postal address or e-mail address. The Purchaser will notify the Vendor of the name and address of the Purchaser's Solicitors as soon as reasonably possible and in any event well in advance of the Completion Date.

(b) Any notice to be given to the Vendor will be sufficiently given if sent by registered mail, courier or any other type of third party physical delivery service to the address of the Vendor set out on page 1 of this Contract. The Vendor may at any time provide written notice to the Purchaser to use an alternate postal address for delivery to the Vendor, which address will then become the required postal address for delivery of any notices to the Vendor. If the Vendor has obtained actual notice of a notice that was not validly delivered, but instead was delivered to the Vendor by personal delivery, fax, or e-mail, then the Vendor may at any time, in its sole discretion, deem such notice to be valid and delivered in satisfaction of the notice requirements of this Contract.

(c) A notice will be deemed to be received as follows: (i) notice delivered by e-mail is deemed to be received on the date the e-mail is sent; (ii) notice delivered by personal delivery or courier or any other type of third party physical delivery service is deemed to be received on the date of delivery, or the next Business Day if delivered on a Saturday, Sunday or statutory holiday applicable to British Columbia; and (iii) notice delivered by regular mail is deemed to be received on the date which is three Business Days after the mailing thereof.

(d) **The Purchaser acknowledges and agrees that the requirements of this section 22 will affect the timing of the Purchaser's obligations to pay portions of the Deposit and to complete the transaction contemplated in this Contract.**

23. **Continuing Construction and Marketing**. The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property, or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that, for so long as the Vendor is the owner of any strata lots in the Development, the Vendor and its marketing agents, and its and their affiliates, may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Vendor including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Vendor and its marketing agents and its and their affiliates may conduct tours of the Development from time to time with prospective purchasers and tenants of the Development or the Other Developments and hold events and other activities within the Development in connection with the marketing and sales activities.

24. **Prohibition on Purchase of Residential Property by Non-Canadians.**

(a) The Purchaser hereby represents and warrants to the Vendor that:

(i) the Purchaser is either:

A. not a "non-Canadian" within the meaning of the PPNCA; or

B. a "non-Canadian" within the meaning of the PPNCA that qualifies for an exception under section 4(2) of the PPNCA; and

(ii) all Supporting Documents (as defined below) provided by the Purchaser to the Vendor are true, complete, accurate and authentic in all respects,

which representations and warranties will remain true, complete and accurate in all respects from the date hereof until, and including, the Completion Date.

(b) The Purchaser will, as soon as reasonably possible and in any event within 48 hours of execution of this Contract by the Purchaser, provide all documentation, records and information (collectively, the "**Supporting Documents**") as may be necessary or required by the Vendor to confirm the truthfulness, completeness and accuracy of the representations and warranties made by the Purchaser pursuant to subsection 24(a). Without limiting the foregoing, if the Purchaser is a corporation, partnership or trust, the Purchaser will provide all governing documents, securities registers, trust agreements, partnership agreements and any other documentation necessary or required by the Vendor to confirm "control" (as defined in the PPNCR) of the corporation, partnership or trust, as applicable. For clarity, the Purchaser acknowledges that the Vendor is relying on the truthfulness, completeness, accuracy and authenticity of the Supporting Documents.

(c) The Purchaser will indemnify and save harmless the Released Parties and the Vendor's Solicitors from and against any loss, cost, fine, penalty, expense, damage, demand, claim, action, cause of action and liability whatsoever (including, without limitation, any fines, penalties and interest imposed under the PPNCA or PPNCR) suffered or incurred by any of the Released Parties and/or the Vendor's Solicitors, directly or indirectly, as a result of any of the representations and warranties in subsection 24(a) being untrue, incomplete, inaccurate or misleading in any respect or any failure by the Purchaser to provide the Supporting Documents as required pursuant to subsection 24(b). The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor is acting as agent for and on behalf of the other Released Parties and the Vendor's Solicitors with respect to obtaining the foregoing indemnity from the Purchaser for the benefit of such Released Parties and the Vendor's Solicitors.

(d) The Purchaser will:

(i) execute, complete and deliver a copy of the certificate (the "**Certificate**") in the form required by the Vendor concurrently with the execution and delivery of this Contract; and

(ii) on or before (but not earlier than three days prior to) the Completion Date, execute, complete and deliver a sworn statutory declaration (which form will be prepared by the Vendor's Solicitors) confirming that the representations and warranties set out in subsection 24(a) and the declarations and certifications contained in the Certificate continue to be true, complete and accurate in all respects.

25. **Successors and Assigns.** This Contract will enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.

26. **Purchaser Comprising More Than One Party.** If the Purchaser consists of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.

27. **Governing Law and Submission to Jurisdiction.** This Contract will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties irrevocably submit and agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

28. **Contractual Rights.** This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land and the Purchaser will not be entitled to register this Contract or any interest arising under this Contract against the Strata Lot or the Lands.

29. **Interpretation.** Unless the context otherwise requires, the words "including" and "include" have the same meaning as the phrases "including without limitation" and "including, but not limited to"; words in the singular include the plural words and words in the plural include the singular; and words in the past present or future tense will be read with such change in tense as required in the context. In this Contract, "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in British Columbia.

30. **Amendments.** This Contract may not be altered or amended except by an amendment in writing signed by the Vendor and the Purchaser.

31. **Currency.** All payments contemplated herein will be in Canadian funds and all references herein to dollar amounts are references to dollars in the lawful currency of Canada unless otherwise specified. If any payments are made in a currency other than Canadian currency, the funds received will be converted to Canadian funds by the Vendor's Solicitors and the Purchaser will be credited with the Canadian funds actually received by the Vendor's Solicitors at the date of conversion, less any bank fees. The Vendor will not be responsible for any delay in converting such payments, any fluctuations in exchange rates or bank fees or any charges in connection with any conversion or with any fees charged by any initiating, intermediate or receiving financial institutions in connection with any wire transfers.

32. **Waiver.** No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Contract will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under this Contract or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

33. **As-Is, Where-Is Transaction.** Without limiting the generality of Section 13, and except as expressly provided in this Contract, the Purchaser acknowledges and agrees that:

(a) the Property is being purchased on an "as is, where is" basis;

(b) the Purchaser has undertaken to its satisfaction such searches, independent investigations, inspections and other due diligence in connection with entering into this Contract, and based solely thereon, has determined to proceed with the transactions contemplated by this Contract;

(c) all written and oral information provided by any of the Vendor and/or the Companies and their respective directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents (all such persons, collectively, the "**Representatives**") to the Purchaser in connection with the Property has been provided for the convenience of the Purchaser only, and none of the Vendor nor any of the Companies, nor any of their respective Representatives, has made or is making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information other than any representations and warranties expressly set out in this Contract; and

(d) other than any representations and warranties expressly set out in this Contract, the Vendor, the Companies and their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Property, including, without limitation, with respect to: (i) the Vendor and the Companies' right, title and interest in or to the Property; (ii) the merchantability, marketability, location, condition, description, or fitness for a particular purpose of the Property; (iii) compliance or non compliance with laws or regulations, including environmental rules; (iv) existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Property; and (v) any infringement of intellectual property rights of a third party, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise connected to the Property.

34. **Vendor Liability.** The Purchaser acknowledges and agrees that the Vendor (a) is acting solely in its representative capacity as receiver and manager of all of the assets, undertakings and property of the Companies; and (b) shall have no personal liability under or as a result of entering into this Contract or carrying out the transaction that is the subject of this Contract.

35. **Counterparts and Delivery by Electronic Transmission.** This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by e-mail in PDF format or by other means of electronic transmission (including, without limitation, through the use of software such as "DocuSign", "Avesdo" and other similar electronic execution software) will be as effective as personal delivery of an originally executed copy of this Contract by such party.

36. **Acceptance.** The Purchaser's offer herein will be open for acceptance by the Vendor on presentation until 11:59 p.m. (Vancouver time) the third day after the date of this offer and upon acceptance by the Vendor signing a copy of this offer, there will be a binding agreement of sale (the "**Contract**") and purchase in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

THE PURCHASER HAS EXECUTED THIS CONTRACT UNDER SEAL THIS _____ DAY OF _____, 20____.

WITNESS: _____ PURCHASER(S): _____ SEAL

_____ SEAL

VENDOR'S ACCEPTANCE: The Vendor hereby accepts the Purchaser's offer to purchase contained herein this _____ day of _____, 20_____ (the "**Acceptance Date**").

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

Per: _____
(Authorized Signatory)

Docusign Envelope ID: 390C7189-AD18-48F5-892B-FBCAB6E6DF5A

SCHEDULE B

Residential Units Pricing Summary

[redacted]

Initial DS

APPENDIX O

Docusign Envelope ID: 806E2014-30F2-425D-8478-408423B2B24C

Marcus & Millichap

EXCLUSIVE SALE LISTING AGREEMENT

May 16, 2025

To: FTI Consulting Canada Inc.
Suite 200 – 16701 Melford Boulevard
Bowie, MD 20715
USA

Re: **Municipal Address:** See Schedule "A"
PID: See Schedule "A"
Legally Described as: See Schedule "A"

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1. In consideration of Marcus & Millichap REIS Canada Inc. ("Marcus & Millichap") agreeing to use its best efforts to sell the property located at the addresses outlined in Schedule "A" and outlined in heavy red on Schedule "B" attached hereto (the "Property") FTI Consulting Canada Inc. in its capacity as receiver and manager (the "Receiver") of 1076255 BC Ltd. and Lightstone Development Ltd. (the "Company") authorizes and empowers Marcus & Millichap to act as Exclusive Agent to sell the Property on the terms and conditions as hereinafter set forth or on such terms and conditions as may be mutually agreed upon between the Receiver and Marcus & Millichap or as may be agreed upon between the Receiver and any purchaser.

2. This is an Exclusive Listing Agreement (the "Agreement") and should a sale be made of any portion of the Property by whomsoever during the term hereof or as a result of negotiations originating during such term or of Marcus & Millichap introducing a purchaser to the Property during such term, the commission plus Goods and Services Tax ("GST") shall be payable to Marcus & Millichap. Marcus & Millichap is hereby authorized to deduct such commission plus GST when due from any deposit held, with the remaining balance paid forthwith. Notwithstanding the foregoing, no commission, fee or other amount will be payable to Marcus & Millichap with respect to any transaction involving the Property, or any portion thereof, sold to 1538556 B.C. Ltd. or any of its subsidiaries, assigns or related persons.

3. Marcus & Millichap acknowledges that all offers to purchase the Property will only be accepted:

    a. subject to the approval of the Supreme Court of British Columbia (the "Court") in Supreme Court Action Number H-250150, Vancouver Registry (the "Proceeding") pronounced on February 13, 2025;

    b. subject to the terms and conditions outlined in Schedule "A" to the Contract of Purchase and Sale ("Schedule A to Contract"), which forms a part of all offers. A copy of Schedule A to Contract is attached hereto as Schedule E; and

    c. subject to the purchaser(s) having acknowledged receipt of the notice pursuant to subsection 3(2) of the Real Estate Development Marketing Regulation (the "Notice"). A copy of the Notice is attached hereto as Schedule F.

4. It is the responsibility of Marcus & Millichap to ensure that:

    a. Schedule A to Contract and the Notice are attached to all offers to purchase the Property;

    b. the purchaser(s) provides their acknowledgement of receipt of the Notice to the Receiver; and

    c. Schedule A to Contract is signed by the purchaser(s) if such offer to purchase the Property was drawn on the MLS Standard Form Agreement.

5. Marcus & Millichap acknowledges and agrees that commission will be payable only upon the completion of a sale pursuant to an offer approved by the Court procured under this Agreement and upon receipt of the net sale proceeds by the Receiver.

6. This Agreement will automatically terminate with no commission being payable if the Court directs the Receiver to not sell

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the Property. Without limiting the foregoing, the Listing Contract is subject to all applicable Orders of the Court pronounced in the Proceeding.

7. The commission plus GST shall be paid by the Receiver to Marcus & Millichap in full, with respect to a sale upon the completion of the transaction outlined in the Offer to Purchase as follows:

   - Two percent (2.00%) of the purchase price plus applicable GST.

8. The Receiver further agrees to pay Marcus & Millichap the aforementioned commission plus GST if, within ninety (90) days after the expiration of the term: a) the Property is sold to any person or entity to whom Marcus & Millichap has submitted the Property prior to expiration of the term in an effort to effect the sale of the Property, or; b) negotiations commence and thereafter continue leading to the sale of the Property to any person or entity to whom Marcus & Millichap has submitted the Property prior to the expiration of the term in an effort to effect a sale of the Property. Marcus & Millichap agrees to submit a list of such persons or entities to the Receiver no later than fifteen (15) days following the expiration of the term, provided, however, if Marcus & Millichap has submitted a written offer then it shall not be necessary to include the offeror's name on the list.

9. Marcus & Millichap agrees to co-operate with other agents on a fee-sharing basis to optimize the sales effort. Prior to any information being released to another agent, such agent shall register its prospect with Marcus & Millichap and Marcus & Millichap shall, upon their satisfactory approval of the registered prospect, provide information to the agent. Marcus & Millichap shall have a ninety (90) day exclusive period from the day the Receiver approves the draft offering memorandum to market the Property. Notwithstanding the above, the Agent shall co-operate with third party agents as directed by the Receiver.

10. The Receiver agrees that all calls or inquiries from whomsoever regarding the sale of the Property shall be immediately referred to Marcus & Millichap.

11. During the currency of this Exclusive Listing Agreement Marcus & Millichap will provide the Receiver with information concerning the progress achieved thereon on a regular basis.

12. This Agreement or any interest therein shall not be assigned, conveyed or transferred by either party without prior written consent of the other.

13. The Receiver agrees to hold Marcus & Millichap harmless from all claims, disputes, litigation, and judgments arising from any incorrect information supplied by the Receiver, or from any material fact known by the Receiver concerning the Property, which the Receiver fails to disclose.

14. This Agreement constitutes the entire agreement between the Receiver and Marcus & Millichap and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid and binding unless made in writing and signed by both the Receiver and Marcus & Millichap. This Agreement shall be binding upon the heirs, successors, assignees and assigns of the parties.

15. The Receiver acknowledges having received, read, and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" shown on Schedule "D" and hereby confirms that the Receiver has an agency relationship with Mario Negris Personal Real Estate Corporation and Martin Moriarty Personal Real Estate Corporation who are licensed with Marcus & Millichap.

16. A party hereto may signify its agreement to the terms hereof by electronic transmission. An electronic copy of this Agreement received by a party hereto which shows the signature(s) of the authorized signatory(ies) of the other party will be good proof of execution by that other party.

17. This Exclusive Listing Agreement shall expire nine (9) months from acceptance of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that upon the initial expiry, the listing term shall automatically renew in thirty (30) day increments, unless formally terminated by the Receiver in writing. Said notice of termination must be provided not less than thirty (30) days in advance.

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DATED at Vancouver this 2nd day of June, 2025

MARCUS & MILLICHAP REIS CANADA INC.

DocuSigned by:

Per: _____
68BF202D2FE5450...
(Authorized Signatory)

ACCEPTED at _____ this _____ day of _____, 2025

FTI CONSULTING CANADA INC. in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.

Per: _____
Hailey Liu, Director
(Authorized Signatory)

Marcus & Millichap REIS Canada Inc.
1100 - 1111 West Georgia Street, Vancouver, BC V6E 4M3

T 604 638 2121 F 604 638 2122
www.marcusmillichap.com

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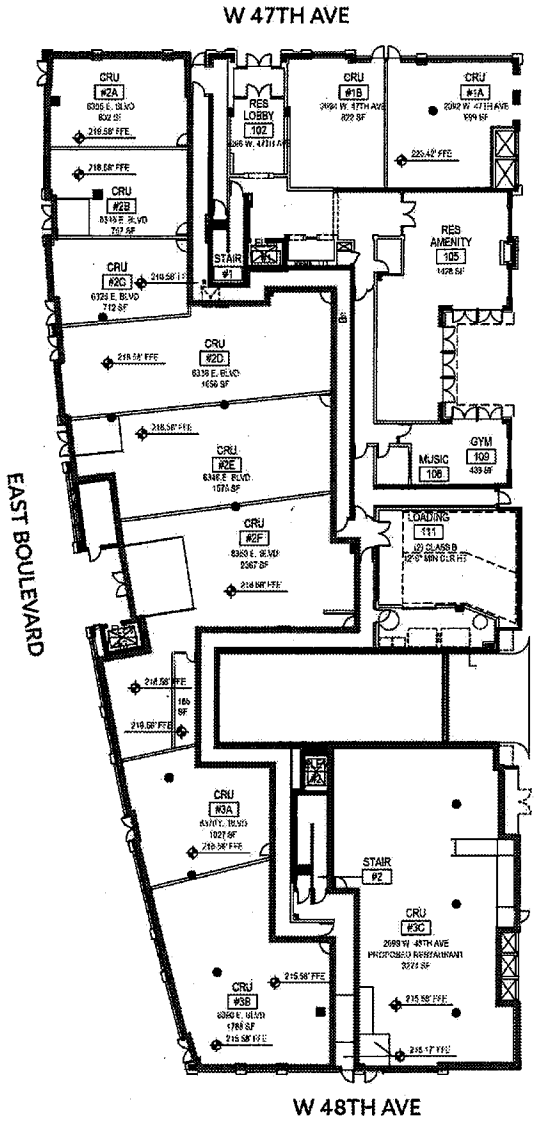
Schedule "A"
The "Property"

Address	PID	Strata Lot	CRU	Legal Description
6306 East Boulevard Vancouver, BC	032-299-974	3	2A	STRATA LOT 3 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6316 East Boulevard Vancouver, BC	032-299-982	4	2B	STRATA LOT 4 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6326 East Boulevard Vancouver, BC	032-299-991	5	2C	STRATA LOT 5 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6336 East Boulevard Vancouver, BC	032-300-000	6	2D	STRATA LOT 6 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6346 East Boulevard Vancouver, BC	032-300-018	7	2E	STRATA LOT 7 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6350 East Boulevard Vancouver, BC	032-300-026	8	2F	STRATA LOT 8 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6370 East Boulevard Vancouver, BC	032-300-034	9	3A	STRATA LOT 9 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6390 East Boulevard Vancouver, BC	032-300-042	10	3B	STRATA LOT 10 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
2099 West 48th Avenue Vancouver, BC	032-300-051	11	3C	STRATA LOT 11 PLAN EPS9998 DISTRICT LOT 526 NWD GROUP 1 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Docusign Envelope ID: 806E2014-30F2-425D-8478-408423B2B24C

Schedule "B"
The "Property"



Marcus & Millichap REIS Canada Inc.
1100 - 1111 West Georgia Street, Vancouver, BC V6E 4M3

T 604 638 2121 F 604 638 2122
www.marcusmillichap.com

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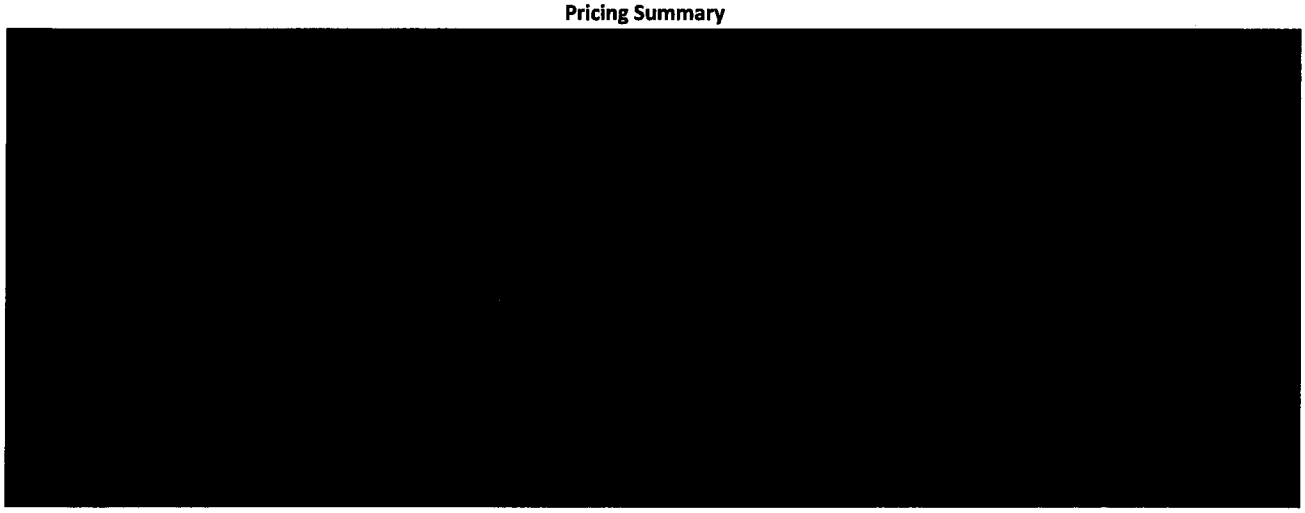
Schedule "C"
Pricing Summary



Marcus & Millichap REIS Canada Inc.
1100 - 1111 West Georgia Street, Vancouver, BC V6E 4M3

T 604 638 2121 F 604 638 2122
www.marcusmillichap.com

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Schedule "D"
Disclosure of Representation in Trading Services

Marcus & Millichap REIS Canada Inc.
1100 - 1111 West Georgia Street, Vancouver, BC V6E 4M3

T 604 638 2121 F 604 638 2122
www.marcusmillichap.com

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SCHEDULE "E"

SCHEDULE "A" TO THE CONTRACT OF PURCHASE AND SALE

BETWEEN

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.

(the "**Vendor**")

AND:

[●] (the "**Purchaser**")

RE: The purchase and sale of the commercial retail unit[s] located in the commercial strata development known as "Chloe - Commercial" (the "**Development**"), and legally described as:

[●]

(the "**Property**")

This Schedule "A" is attached to and forms part of the Contract (defined herein). This Schedule "A" reiterates certain key terms contained within the Contract. The purpose of this Schedule "A" is to highlight these terms for the Purchaser, emphasizing their importance. The parties agree that the following terms replace, modify and, where applicable override the terms of the attached contract of purchase and sale for commercial real estate and any modifications, amendments, additions, or addenda thereto, (collectively the "**Contract**"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" shall apply. Capitalized terms not defined herein shall have the meanings attributed to them in the Contract.

1. **PURCHASER'S ACKNOWLEDGEMENTS**

The Purchaser hereby acknowledges and agrees that:

a. the Original Developer (as defined herein) filed in the Land Title Office a notice of different bylaws pursuant to Section 245 of the Strata Property Act. As the Strata Corporation is in operation, the Purchaser is advised to obtain a copy of the most updated bylaws from the Strata Corporation directly;

b. title will be transferred to the Purchaser free and clear of all registered encumbrances, other than those listed in **Appendix "A"**, in accordance with a certified copy court order of the Supreme Court of British Columbia (the "**Court**") approving the transfer of the Property to the Purchaser, which is not subject to any stay, appeal, or other order restraining this Agreement or the transaction contemplated hereby (the "**Vesting Order**");

c. the acceptance of this offer is subject to the approval of the Court and will become effective from the time an order of the Court provides the Vesting Order;

d. Possession will be governed by the terms of the Vesting Order;

e. the Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. The Vendor may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. In that regard, the Purchaser may

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wish to consider making its own arrangements to support this offer in Court if other offers are received by the Vendor;

f. the Strata Corporation has prepared an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis;

g. it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

h. the Purchaser is purchasing the Property on an "as is, where is" basis as of the Completion Date. The Purchaser agrees that the Vendor has no obligation to maintain the Property in the condition it may have been in at some time before the Completion Date contemplated by the Contract. The Purchaser agrees that the Purchase Price does not include any chattels/personal property. The Vendor assumes no risk with respect to the buildings on the Property or any other items included in transaction contemplated in the Contract;

i. no property condition disclosure statement concerning the Property will be given by the Vendor;

j. acceptance of the Contract by the Vendor, and any obligation of the Vendor to put this offer before the Court, may be terminated at any time before the Court makes the Vesting Order approving this sale if the debts secured against the Property are redeemed, or at the option of the Vendor in its sole discretion. This condition is for the sole benefit of the Vendor;

k. legal title to the Property is held by 1076255 B.C. Ltd (the **"Nominee"**) as nominee, agent and bare trustee for and on behalf of Lightstone Development Ltd. (the **"Beneficial Owner"**). The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Vesting Order and other closing documents executed by the Vendor, in its capacity as court-appointed the receiver and manager of all of the assets, undertakings and property of the Nominee and Beneficial Owner (together, the **"Original Developer"**), in satisfaction of section 6 of the *Property Law Act* (British Columbia);

l. as of the Completion Date, the Purchaser will be deemed to have assumed and will observe and perform, all covenants, agreements and obligations of the owner of the Property (if any) under each of the Permitted Encumbrances;

m. no representations are made regarding the residency of the Original Developer and the Vendor. The Purchaser is satisfied that there is no need for a holdback from the purchase price for the possibility that the Vendor or the Original Developer is not a Canadian resident for the purposes of the *Income Tax Act* (Canada);

n. there will be no adjustments for any rents or tenant deposits; and

o. the Vendor, as party having conduct of sale of the Property as Court-appointed receiver is not and will not be liable to the Purchaser, nor to anyone claiming by through or under the Purchaser, for any damages, costs or expenses, including but not limited to damage caused to the Purchaser by the Original Developer or its tenants, guests, assigns, agents or persons unknown, or for them failing to provide vacant possession when required. The Purchaser acknowledges that if vacant possession is not available on the possession date, the Purchaser will complete the sale in any event. The Vendor will make reasonable efforts to obtain a writ of possession or similar Court proceeding, and the Purchaser acknowledges that this process may take a considerable period of time.

2. **ASSIGNMENT**

The parties hereto expressly agree that the Contract and the rights of the Purchaser under the Contract will not be assigned without the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole discretion. The parties hereto hereby agree that the Vendor may in its sole discretion consent to the assignment of the Contract and the rights of the Purchaser hereunder:

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a. no Vesting Order for the Property has been obtained by the Vendor;

b. if the proposed assignee (the "**Proposed Assignee**") is either wholly owned by, or wholly owns, the Purchaser and the Purchaser or its solicitor provides such proof thereof as will be required by the Vendor's Solicitors acting reasonably;

c. the Purchaser and the Proposed Assignee enter into the Vendor's form of assignment and assumption agreement pursuant to which:

   i. the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in the Contract;

   ii. the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in the Contract; and

d. the Purchaser pays to the Vendor an administration fee equal to $[●] plus applicable taxes, together with legal expenses incurred by the Vendor in respect of such assignment (the "**Assignment Fee**") within two (2) Business Days after the later of the Vendor providing such consent and the Purchase and the Purchaser and the Proposed Assignee executing the assignment (a copy of which shall be provided to the Vendor forthwith upon such execution).

3. **AS-IS, WHERE-IS TRANSACTION**

Except as expressly provided in this Schedule A, the Purchaser acknowledges and agrees that:

a. the Property is being purchased on an "as is, where is" basis;

b. the Purchaser has undertaken to its satisfaction such searches, independent investigations, inspections and other due diligence in connection with entering into the Contract, and based solely thereon, has determined to proceed with the transactions contemplated by the Contract;

c. all written and oral information provided by any of the Vendor and/or the Original Developer and their respective directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents (all such persons, collectively, the "**Representatives**") to the Purchaser in connection with the Property has been provided for the convenience of the Purchaser only, and none of the Vendor nor any of the Original Developer, nor any of their respective Representatives, has made or is making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information other than any representations and warranties expressly set out in the Contract; and

d. other than any representations and warranties expressly set out in the Contract, the Vendor, the Original Developer and their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Property, including, without limitation, with respect to: (i) the Vendor and the Original Developer' right, title and interest in or to the Property; (ii) the merchantability, marketability, location, condition, description, or fitness for a particular purpose of the Property; (iii) compliance or non compliance with laws or regulations, including environmental rules; (iv) existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Property; and (v) any infringement of intellectual property rights of a third party, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise connected to the Property.

4. **ACCESS TO PROPERTY/DEVELOPMENT**

The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor (including any general partner of the Vendor), the partners of the Vendor (including any general partner of any such

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partners), the Original Developer and their respective directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

5. **VENDOR'S RIGHT TO TERMINATE**

The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion, terminate the Contract at any time by giving written notice to the Purchaser or the Purchaser's Solicitors:

a. if the mortgages secured against the property are redeemed pursuant to the terms of an order nisi of foreclosure or otherwise;

b. if the Vendor is not able to obtain the Vesting Order, or otherwise determines, in its sole discretion, that it is not advisable to present the Contract to the court in furtherance of obtaining the Vesting Order;

c. if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by the Contract is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist Financing Act* (Canada) and regulations under that statute, as amended from time to time;

d. at the option of the Vendor in its sole discretion; and

If the Vendor terminates the Contract, the Contract will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser and the Vendor will return to the Purchaser that portion of the Deposit (excluding interest thereon) paid by the Purchaser pursuant to the Contract. The Purchaser acknowledges and agrees that it will not have any right to revoke his/her/its/their offer herein while the Contract remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser, directly or indirectly, and that this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of the Contract and any matter associated therewith.

6. **VENDOR LIABILITY**

The Purchaser acknowledges and agrees that the Vendor (a) is acting solely in its representative capacity as receiver and manager of all of the assets, undertakings and property of the Original Developer; and (b) shall have no personal liability under or as a result of entering into the Contract or carrying out the transaction that is the subject of the Contract.

[Signature page follows]

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VENDOR:

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

SIGNED: _____

NAME: TOM POWELL, SENIOR MANAGING DIRECTOR

DATE: _____

PURCHASER:

[●]

SIGNED: _____

NAME: _____

DATE: _____

Docusign Envelope ID: 806E2014-30F2-425D-8478-408423B2B24C

APPENDIX "A"

LIST OF ENCUMBRANCES TO REMAIN ON TITLE

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature of Charge	Holder of Charge	Registration No.
Covenant	City of Vancouver	CA8289446
Covenant	City of Vancouver	CA8289447
Equitable Charge	City of Vancouver	CA8289448
Covenant	City of Vancouver	CA8289457
Statutory Right Of Way	FortisBC Alternative Energy Services Inc. Incorporation No. BC0746680	CB251887
Covenant	FortisBC Alternative Energy Services Inc. Incorporation No. BC0746680	CB251888
Easement	Owners, Strata Plan EPS9999	CB1428814
Statutory Right Of Way	City of Vancouver	CB1428815
Covenant	City of Vancouver	CB1428816

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SCHEDULE "F"

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: **[●]**
(the **"Proposed Purchaser"**)

FROM: **FTI CONSULTING CANADA INC.,** in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.

(the **"Developer"**)

RE: Proposed purchase of **[●]** (the **"Property"**) in the commercial strata development known as "Chloe - Commercial" (the "Development") constructed on located at 2096 West 47th Avenue, Vancouver, British Columbia, and which Strata Lot is legally described as:

[●]

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Proposed Purchaser for the Property, and hereby gives written notice to the Proposed Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the **"Act"**) does not apply to the marketing of the Property;

2. the rights and protections of the Act are not available to the Proposed Purchaser; and

the Developer is not required to provide to the Proposed Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

DATED as of the _____ day of _____, 202___.

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

Per: _____
Tom Powell, Senior Managing Director

APPENDIX P

Docusign Envelope ID: 4F47C6D1-D365-459F-92C3-5E4D33C62811

CHLOE - COMMERCIAL

2092 and 2094 West 47th Avenue, Vancouver, British Columbia

AGREEMENT OF PURCHASE AND SALE

Date: April 29, 2025

Vendor: **FTI CONSULTING CANADA INC.**, in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.
#1450 – 701 West Georgia, Vancouver, BC V7Y 1B6
Tel: (604) 484-9525
Email: tom.powell@fticonsulting.com

Purchaser: **7D HOLDINGS LTD.**
c/o Oakwyn Realty Ltd. 3195 Oak St.
Vancouver, BC
Tel: (604) 765-0128
Email: vanessa.lee@vitacaredental.co

The Purchaser certifies to the Vendor that he/she/they is/are ☐ is/are not ☒ *[check one]* a non-resident of Canada under the *Income Tax Act* (Canada).

Property:

1. 2092 West 47th Avenue, Vancouver, BC, V6M 3V8 located in the commercial strata development known as "Chloe - Commercial" (the "**Development**"), and legally described as:

   PID: 032-299-958
   STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

2. 2094 West 47th Avenue, Vancouver, BC, V6M 3V8 located in the Development, and legally described as:

   PID: 032-299-966
   STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Proposed Use: Dental Office

Audit ID: E992161-B12-4F47C6D1-D355-499F-92C3-5E4D33C62811
DocuSign Envelope ID: 4F47C6D1-D355-499F-92C3-5E4D33C62811

Purchase Price: [redacted] excluding Goods and Services Taxes ("GST") and any other applicable taxes (see Section 9 hereof).

Parking: The Purchase Price includes the right to use 4 parking stall(s) with no monthly fees.

1. OFFER

The Purchaser hereby offers (referred to in this Agreement as the "**Offer**") to purchase the Property from the Vendor for the Purchase Price and on the terms and conditions set out in this Agreement (as defined herein), including the terms and conditions set out in any other schedules or addenda attached hereto, subject to the Permitted Encumbrances (as defined in subsection 1(d)).This Offer as accepted and agreed upon by the parties hereto will be hereinafter called this "**Agreement**".

For the purposes of this Agreement:

(a) "**Business Day**" means any day other than a Saturday or Sunday or any other day that is a statutory holiday in Vancouver, British Columbia;

(b) "**Land Title Office**" means the New Westminster Land Title Office; and

(c) "**Permitted Encumbrances**" means the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia) and the charges and encumbrances listed in Schedule B;

2. PURCHASE PRICE

The Purchaser will pay the Purchase Price in lawful money of Canada as follows:

(a) a deposit equal to 10% of the Purchase Price being [redacted] the "**Deposit**") within 24 hours of the removal of all subject conditions by way of a non-refundable deposit to be paid by the Purchaser to the Vendor's Solicitors in trust by way of bank draft or certified cheque; and

(b) the balance of the Purchase Price, subject to the adjustments provided for herein, prior to 4:00 p.m. (Pacific Standard Time) on the Completion Date in accordance with Section 8, by way of certified cheque, bank draft or solicitor's certified trust cheque.

The Deposit will be held in trust by the Vendor's Solicitors, and the Vendor and the Purchaser hereby direct the Vendor's Solicitors to deal with the Deposit as follows:

(c) to deposit the Deposit in a non-interest bearing trust account with a Canadian Chartered Bank, Trust Company or Credit Union authorized to carry on business in British Columbia;

(d) to pay the Deposit to the Vendor in accordance with this Agreement on the Completion Date on account of the Purchase Price to the Purchaser;

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(e) to pay the Deposit or such lesser portion of the Deposit received and held by the Vendor's Solicitors to the Purchaser as liquidated damages as the Purchaser's sole and exclusive recourse, remedy and claim against the Vendor, if the Vendor fails to complete the sale of the Property on the terms and conditions herein contained; and

(f) if the Purchaser is in breach of any covenant or obligation hereunder, including without limitation the obligation of the Purchaser to complete the purchase of the Property on the Completion Date pursuant to this Agreement, then:

(i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser (the "**Termination Notice**"); and

(ii) the Vendor's Solicitors, upon receipt of a copy of the Termination Notice and without prejudice to any other right or remedy of the Vendor, will pay the non-refundable Deposit to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages. The Purchaser acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the copy of the Termination Notice provided by the Vendor in disbursing the Deposit in accordance with this Subsection 2(f)(ii) notwithstanding the Vendor's or Vendor's Solicitors' knowledge of any adverse claim to the Deposit including a claim by the Purchaser and the Purchaser and the Vendor hereby irrevocably authorize and direct the Vendor's Solicitors to release the Deposit to the Vendor in accordance with the Subsection 2(f)(ii).

3. COMPLETION

The completion of the purchase and sale of the Property will take place on the Completion Date (as defined in Section 8), provided that if the Vendor is delayed from completing the sale of the Property or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, pandemic, explosion or accident, howsoever caused, act, omission or delay of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Completion Date will be extended for a period equivalent to such period of delay.

If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following Business Day.

4. TITLE, RISK, POSSESSION AND ADJUSTMENTS

The Purchaser will be entitled to vacant possession ("**Possession**") of the Property on the Business Day following the Completion Date provided the Vendor has received payment of the adjusted balance of the Purchase Price in accordance with Section 8 (the "**Possession Date**"). The Property will be at the risk of the Vendor to and including the day preceding the Completion Date and thereafter is at the risk of the Purchaser.

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The Vendor will convey title to the Property free and clear of all encumbrances, except the Permitted Encumbrances and any Vendor's Financial Charges (as defined in Section 8) to be discharged in accordance with Section 8 hereof following the Completion Date, in accordance with the Vesting Order and receipt by the Vendor of the balance of the Purchase Price pursuant to Subsection 2(c) hereof.

The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the Strata Corporation of which the Property forms part and all other adjustments, both incoming and outgoing, of whatever nature in respect of the Property will be made, as of the Completion Date, which will be reflected on the statement of adjustments referred to in Section 8 hereof. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Property is not available, the amount applicable to the Property will be pro-rated in that proportion that the unit entitlement for the Property bears to the unit entitlement for all strata lots in the Development as shown on the schedule of unit entitlement for the Development.

The Purchaser will be responsible for all utility charges as of the Possession Date and shall notify the necessary utility companies to have the utilities transferred into the name of the Purchaser on the Possession Date. In the event the Purchaser does not transfer the utilities into the Purchaser's name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility shall be paid to the Vendor within 5 Business Days of notification, failing which a $100.00 charge shall be applied to the outstanding amount.

5. ACCESS TO PROPERTY/DEVELOPMENT

The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Property or the Development prior to the Possession Date without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor (including any general partner of the Vendor), the partners of the Vendor (including any general partner of any such partners), 1076255 B.C. Ltd. (the "**Registered Owner**") and Lightstone Development Ltd. (the "**Beneficial Owner**" and together with the Registered Owner, the "**Original Developer**") and their respective directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (collectively, the "**Released Parties**") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including any loss, cost, damage, injury or death arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

6. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

(a) The Original Developer filed in the Land Title Office a notice of different bylaws pursuant to Section 245 of the *Strata Property Act*. As the Strata Corporation is in

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operation, the Purchaser is advised to obtain a copy of the most updated bylaws from the Strata Corporation directly;

(b) acceptance of this offer is subject to the approval of the Court and will become effective from the time the Vendor obtains the Vesting Order;

(c) Possession will be governed by the terms of the Vesting Order;

(d) the Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further Orders the Court may make regarding the Property. The Vendor may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. In that regard, the Purchaser may wish to consider making its own arrangements to support this offer in Court if other offers are received by the Vendor;

(e) the Strata Corporation has prepared an operating budget relating to the costs of use, maintenance and occupancy of the Development and the common areas for which it is responsible at law, and after the Completion Date, the Purchaser will be responsible to pay its proportionate share of such costs, based on the unit entitlement of the Property, on a monthly basis;

(f) real estate commission is payable relative to this Agreement only if this Agreement is approved by the Court and the sale is completed pursuant to the Vesting Order;

(g) it is purchasing the Property without any representations and warranties from the Vendor regarding the environmental condition of the Property and the Development. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the *Environmental Management Act* (British Columbia) or any Regulation in respect thereto;

(h) the Completion Date may be any day up to and including the Outside Date, and the Purchaser releases the Released Parties from any actions, causes of action, costs, claims, demands and liabilities arising as a result of the date on which the Completion Date occurs;

(i) legal title to the Property is held by the Registered Owner as nominee, agent and bare trustee for and on behalf of the Beneficial Owner. The Purchaser agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (British Columbia), to accept the Vesting Order and other closing documents executed by the Vendor, in its capacity as court-appointed the receiver and manager of all of the assets, undertakings and property of the Original Developer, in satisfaction of section 6 of the *Property Law Act* (British Columbia); and

(j) as of the Completion Date, the Purchaser will be deemed to have assumed and will observe and perform, all covenants, agreements and obligations of the owner of the Property (if any) under each of the Permitted Encumbrances.

7. PROPOSED USE

The Purchaser's proposed use of the Property is as set out at page 1 of this Agreement as the "**Proposed Use**". The Purchaser acknowledges and agrees that it is solely responsible for

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ensuring that the Purchaser's Proposed Use and its parking entitlement hereunder is acceptable to the City of Vancouver, and is otherwise permitted within the Development, including but not limited to zoning restrictions applicable to the Development, the proposed Bylaws relating to the Development, and all Permitted Encumbrances. The Purchaser specifically acknowledges and agrees that the Permitted Encumbrances contain restrictions with respect to the use of the Property.

8. COMPLETION

The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Agreement, by delivery to the Vendor's Solicitors of a SOLICITOR'S CERTIFIED TRUST CHEQUE or BANK DRAFT by NO LATER THAN 2:00 p.m. (Vancouver time) on the completion date (the "**Completion Date**"), which will be the date that is three (3) Business Days from the date that the Vendor obtains a certified copy court order approving the transfer of the Strata Lot to the Purchaser, which is not subject to any stay, appeal, or other order restraining this Agreement or the transaction contemplated hereby (the "**Vesting Order**"). The Completion Date may be based on the Vendor's estimate as to when the Vesting Order will be obtained, provided that the Vendor or the Vendor's Solicitors will give a minimum of three (3) Business Days' notice (the "**Vesting Order Notice**") thereof. If the Completion Date has not occurred by April 11, 2026 (the "**Outside Date**"), this Agreement will terminate on the Outside Date, the Deposit (excluding interest thereon) will be returned to the Purchaser and the parties will be released from all of their obligations hereunder. The Purchaser acknowledges and agrees that the Completion Date will be determined in accordance with this section 8.

On the Completion Date the Vendor shall transfer the fee simple interest in the Property by way of the Vesting Order. The Purchaser agrees to take title subject to and be bound by the Permitted Encumbrances. At least five (5) days prior to the Completion Date, the Purchaser will cause the Purchaser's Solicitors to prepare and deliver to the Vendor's Solicitors being, **McCarthy Tétrault LLP, Suite 2400, 745 Thurlow Street, Vancouver BC V6E 0C5 (Attention: Craig Shirreff)**, a statement of adjustments for the Property. The Vendor will execute and deliver, or cause to be executed and delivered, the statement of adjustments and a certified copy of the Vesting Order to the Purchaser's Solicitors on or before the Completion Date, on the condition that, forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the Land Title Office indicating that, in the ordinary course of the Land Title Office procedure, the Purchaser will become the registered owner of the Property (subject only to the Permitted Encumbrances and charges for which the Purchaser is responsible), the Purchaser will cause payment of the adjusted balance of the Purchase Price due on the Completion Date to be delivered by the Purchaser's Solicitors to the Vendor's Solicitors by way of certified cheque, certified solicitor's trust cheque or bank draft delivered to the Vendor's Solicitors by no later than 4:00 p.m. on the Completion Date. The Purchaser acknowledges that certain financial charges (the "**Financial Charges**") may remain as a charge against the common property of the Development until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon such financing will be discharged entirely. The Purchaser will bear all costs of the conveyance and any costs related to arranging a mortgage and the Vendor will bear all costs of clearing title.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except lodging

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the mortgage for registration and confirmed the same in writing with the Vendor's Solicitors; and (c) made available to the Vendor and the Vendor's Solicitors a British Columbia solicitor's undertaking, on such terms and conditions as the Vendor's Solicitors consider appropriate, acting reasonably, to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

9. COSTS / GST

The Purchaser will pay, in addition to the Purchase Price, all costs in connection with the sale and purchase of the Property (including property transfer tax and any federal and provincial sales taxes, GST, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Property), other than the costs of the Vendor incurred in clearing title to the Property of the Vendor's Financial Charges or other encumbrances that are not Permitted Encumbrances. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price and any other amounts payable to the Vendor hereunder do not include GST, or any other applicable taxes, and that, if and to the extent required under Part IX of the *Excise Tax Act* (Canada), the Purchaser will remit to the Vendor on the Completion Date any GST that may be exigible under Part IX of the *Excise Tax Act* (Canada) in respect of the transaction contemplated herein, the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Customs and Revenue Agency ("**CRA**") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada). Notwithstanding the foregoing, if the Purchaser is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number, the Purchaser will not be required to pay the GST to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA.

10. TIME IS OF THE ESSENCE

Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them to the Vendor upon written demand therefor by the Vendor: or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (approximately 27% per annum), calculated daily and compounded monthly not in advance, from the original Completion Date to the date upon which such portion and amounts are paid.

The Vendor may cancel this Agreement pursuant to Subsection 10(a) at any time after extending the Completion Date pursuant to Subsection 10(b) if the Purchaser fails to complete on or before such extended date.

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11. ENTIRE AGREEMENT / INTERPRETATION / WAIVER

The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein. For clarity, all sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for its viewing do not form part of this Agreement. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

This Offer, and upon acceptance this Agreement, will be subject to the laws of British Columbia. If the Purchaser is comprised of more than one person. the covenants and obligations of each of them are joint and several.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

No condoning, excusing or overlooking by the Vendor of any default, breach or violation by the Purchaser at any time or times in respect of any covenant, agreement, obligation, condition or other provision of this Agreement will operate as a waiver or relinquishment of the Vendor's rights, powers, remedies or recourses hereunder in respect of any continuing or subsequent default, breach or violation, or so as to defeat or affect in any way the rights, powers, remedies or recourses of the Vendor hereunder in respect of any such continuing or subsequent default, breach or violation, and no waiver will be inferred from or implied by anything done or omitted to be done by the Vendor save only an express waiver in writing. Except as may be limited herein, the Vendor may, in its sole discretion, exercise any and all rights, powers, remedies and recourse available to it under the Agreement or any other remedy available to it and such rights, powers, remedies and recourse may be exercised concurrently or individually without the necessity of making any election.

12. ASSIGNMENT

The parties hereto expressly agree that this Agreement and the rights of the Purchaser under this Agreement will not be assigned without the prior written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in its sole discretion. The parties hereto hereby agree that the Vendor may in its sole discretion consent to the assignment of this Agreement and the rights of the Purchaser hereunder:

(a) if the Completion Date has not yet been established in accordance with Section 8;

(b) no Vesting Order for the Property has been obtained by the Vendor;

(c) if the proposed assignee (the "**Proposed Assignee**") is either wholly owned by, or wholly owns, the Purchaser and the Purchaser or its solicitor provides such proof thereof as will be required by the Vendor's Solicitors acting reasonably;

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(d) the Purchaser and the Proposed Assignee enter into the Vendor's form of assignment and assumption agreement pursuant to which:

(i) the Purchaser and the Proposed Assignee will covenant and agree that each of them are jointly and severally liable to Vendor for the observance and performance of all of the Purchaser's obligations as provided in this Agreement; and

(ii) the Proposed Assignee will agree to use the Property only for the Proposed Use as provided in this Agreement;

(e) the Purchaser pays to the Vendor an administration fee equal to $1,000.00 plus applicable taxes, together with legal expenses incurred by the Vendor in respect of such assignment (the "**Assignment Fee**") within two (2) Business Days after the later of the Vendor providing such consent and the Purchase and the Purchaser and the Proposed Assignee executing the assignment (a copy of which shall be provided to the Vendor forthwith upon such execution). The Assignment Fee will be equal to only $500.00 plus applicable taxes and any other applicable value-added or sales tax on such amount if the proposed Assignee is the Purchaser's spouse, parent, sibling, child, grandparent, grandchild.

13. NOTICE

Any notices under this Agreement may be given to either party at the civic addresses, fax numbers or email addresses appearing on Page 1 hereof or given or received by either party's solicitors on their behalf. A notice delivered to either party's solicitor will be deemed to be received by that party. Either party may at any time give notice in writing to the other of any change of civic address, fax number or email address of the party giving such notice and from and after giving such notice, the civic address, fax number or email address, as applicable, therein specified will be deemed to be the civic address, fax number or email address, as applicable, of said party for the giving of notice.

14. AS-IS, WHERE-IS TRANSACTION

Without limiting the generality of Section 11, and except as expressly provided in this Agreement, the Purchaser acknowledges and agrees that:

(a) the Property is being purchased on an "as is, where is" basis;

(b) the Purchaser has undertaken to its satisfaction such searches, independent investigations, inspections and other due diligence in connection with entering into this Agreement, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;

(c) the Vendor has no obligation to maintain the Property in the condition it may have been in at some time before the Completion Date contemplated by this Agreement.

(d) the Purchase Price does not include any chattels/personal property;

(e) the Vendor assumes no risk with respect to the buildings on the Property or any other items included in this transaction;

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(f) no property condition disclosure statement concerning the Property will be given by the Vendor;

(g) all written and oral information provided by any of the Vendor and/or the Original Developer and their respective directors, officers, employees, consultants, financial advisors, legal counsel, accountants and other agents (all such persons, collectively, the "**Representatives**") to the Purchaser in connection with the Property has been provided for the convenience of the Purchaser only, and none of the Vendor nor any of the Original Developer, nor any of their respective Representatives, has made or is making any representation or warranty, express or implied, statutory or otherwise, as to the accuracy or completeness of any such information other than any representations and warranties expressly set out in this Agreement;

(h) No representations are made regarding the residency of the Original Developer and the Vendor. The Purchaser is satisfied that there is no need for a holdback from the purchase price for the possibility that the Vendor or the Original Developer is not a Canadian resident for the purposes of the *Income Tax Act* (Canada); and

(i) other than any representations and warranties expressly set out in this Agreement, the Vendor, the Original Developer and their respective Representatives have made and are making no representations, warranties, conditions, statements or promises whatsoever, express or implied, statutory or otherwise, with respect to the Property, including, without limitation, with respect to: (i) the Vendor and the Original Developer' right, title and interest in or to the Property; (ii) the merchantability, marketability, location, condition, description, or fitness for a particular purpose of the Property; (iii) compliance or non compliance with laws or regulations, including environmental rules; (iv) existence of any parts or components, latent defects, quality, quantity, encumbrances, liens or charges or any other thing affecting the Property; and (v) any infringement of intellectual property rights of a third party, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise connected to the Property.

15. VENDOR'S RIGHTS TO TERMINATE

The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion, terminate this Agreement at any time by giving written notice to the Purchaser or the Purchaser's Solicitors:

(a) if the mortgages secured against the property are redeemed pursuant to the terms of an order nisi of foreclosure or otherwise;

(b) if the Vendor is not able to obtain the Vesting Order, or otherwise determines, in its sole discretion, that it is not advisable to present this Agreement to the court in furtherance of obtaining the Vesting Order;

(c) if the Vendor has reasonable grounds to suspect that any part of the transaction contemplated by this Agreement is related to the commission or attempted commission of a "money laundering offence" or a "terrorist activity financing offence", as defined in the *Proceeds of Crime (Money Laundering)* and *Terrorist*

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Financing Act (Canada) and regulations under that statute, as amended from time to time;

(d) at the option of the Vendor in its sole discretion; and

If the Vendor terminates this Agreement in accordance with this section 15, this Agreement will be null and void effective as of the day the Vendor delivers notice of termination to the Purchaser and the Vendor will return to the Purchaser that portion of the Deposit (excluding interest thereon) paid by the Purchaser pursuant to this Agreement. The Purchaser acknowledges and agrees that it will not have any right to revoke his/her/its/their offer herein while this Agreement remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred by the Purchaser, directly or indirectly, and that this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of this Agreement and any matter associated therewith.

16. SITE PROFILE

The Purchaser hereby waives any requirement for the Vendor to obtain or provide to the Purchaser the "site profile" or any other environmental report in respect of the Strata Lot or the Development under the *Environmental Management Act* (British Columbia) or any regulation in respect thereto.

17. CONFIDENTIALITY

The Purchaser shall not disclose the terms of this Agreement to any other person except to the Purchaser's legal and financial advisors and lenders or except as required by law.

18. PERSONAL INFORMATION

The Purchaser hereby consents to the collection, use and disclosure by the Vendor of personal information about the Purchaser (and the Purchaser shall provide such additional personal information as might be required) for all purposes consistent with the transaction contemplated herein including to obtain financing for the Vendor, to comply with requirements of the Vendor's lenders and bankers, to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas. and cablevision, for insurance and warranty coverage for the Development for carrying out its services, to the property management company for the Development for carrying out its services, to provide such Information to the Vendor's accountants for preparation of financial statements and tax returns inducing GST returns, to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and any amendments or successor statutes and regulations, rules and policies thereunder or relating thereto, and to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities. The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Agreement and all schedules, addenda, attachments, and amendments to this Agreement.

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19. MODIFICATION

This Agreement may not be modified except by an instrument signed in writing by both parties.

20. SIGNAGE

The Purchaser is responsible for the installation of its signage for the Property, if any. All such signage may only be installed on the Property after the Possession Date and must be approved by the City of Vancouver and be in accordance with the bylaws of the Strata Corporation, and all other laws, regulations, rules and policies applicable to the Development.

21. AGENCY DISCLOSURE

A. The Vendor has an agency relationship with _____ (Designated Agent/Licensee), who is licensed in relation to _____ (Brokerage); and

B. The Purchaser has an agency relationship with Voy Wong & Rebecca Shiu (Designated Agent/Licensee), who is licensed in relation to OAKWYN REALTY LTD. (Brokerage).

If only (A) has been completed, the Purchaser is acknowledging no agency relationship. If only (B) is completed the Vendor is acknowledging no agency relationship. If neither (A) or (B) are completed, then both the Purchaser and Vendor acknowledge that neither party has an agency relationship.

22. BYLAWS

The Purchaser covenants to observe and abide by the bylaws of the Strata Corporation as amended from time to time.

23. VENDOR LIABILITY

The Purchaser acknowledges and agrees that the Vendor (a) is acting solely in its representative capacity as receiver and manager of all of the assets, undertakings and property of the Original Developer; and (b) shall have no personal liability under or as a result of entering into this Agreement or carrying out the transaction that is the subject of this Agreement.

24. NO INTEREST IN LAND

The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Property. The Purchaser acknowledges and agrees that the Purchaser will not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Property in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.

25. ACCEPTANCE

This Offer will be open for acceptance by the Vendor until 5:00 p.m. (Pacific Daylight Time) on May 1, 2025 , after which time if not accepted, this Offer will become null and void.

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This Agreement may be executed and delivered in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf").

DATED May 1st, , 2025

7D HOLDINGS LTD.

Per: Authenticator Authenticator Vanessa Lee 05/01/25
Authorized Signatory

The Vendor hereby accepts the Purchaser's offer and agrees to sell the Property to the Purchaser in accordance with the terms of this Agreement.

DATED April 29, 2025

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

Per: DocuSigned by: Tom Powell
Tom Powell, Senior Managing Director

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SCHEDULE A

NOTICE PURSUANT TO SUBSECTION 3(2) OF THE REAL ESTATE DEVELOPMENT MARKETING REGULATION

TO: **7D HOLDINGS LTD.**
(the "**Proposed Purchaser**")

FROM: **FTI CONSULTING CANADA INC.**, in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.

(the "**Developer**")

RE: Proposed purchase of Strata Lot 1 & 2; 2092 & 2094 West 47th Avenue, (the "**Property**") in the commercial strata development known as "Chloe - Commercial" (the "Development") constructed on located at 2096 West 47th Avenue, Vancouver, British Columbia, and which Strata Lot is legally described as:

1. As to 2092 West 47th Avenue:

   PID: 032-299-958
   STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

2. As to 2094 West 47th Avenue:

   PID: 032-299-966
   STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

The Developer hereby confirms that as of the date hereof it has not entered into an agreement of purchase and sale with the Proposed Purchaser for the Property, and hereby gives written notice to the Proposed Purchaser pursuant to subsection 3(2) of the *Real Estate Development Marketing Regulation* that:

1. Part 2 of the *Real Estate Development Marketing Act* (the "**Act**") does not apply to the marketing of the Property;

2. the rights and protections of the Act are not available to the Proposed Purchaser; and

the Developer is not required to provide to the Proposed Purchaser a disclosure statement regarding the Development in which the Property is located.

This Notice may be delivered by electronic transmission.

[Remainder of page left intentionally blank - signature page follows]

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DATED as of the 29 day of April, 2025.

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

DocuSigned by:

Per: Tom Powell

21834349A3E4A02...

Tom Powell, Senior Managing Director

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SCHEDULE B

PERMITTED ENCUMBRANCES

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8321149.

HERETO IS ANNEXED EASEMENT CB1428814 OVER LOT 1 PLAN EPP91453 EXCEPT AIR SPACE PLAN EPP133834

Charges, Liens and Interests

Nature of Charge	Holder of Charge	Registration No.
Covenant	City of Vancouver	CA8289446
Covenant	City of Vancouver	CA8289447
Equitable Charge	City of Vancouver	CA8289448
Covenant	City of Vancouver	CA8289457
Statutory Right Of Way	FortisBC Alternative Energy Services Inc. Incorporation No. BC0746680	CB251887
Covenant	FortisBC Alternative Energy Services Inc. Incorporation No. BC0746680	CB251888
Easement	Owners, Strata Plan EPS9999	CB1428814
Statutory Right Of Way	City of Vancouver	CB1428815
Covenant	City of Vancouver	CB1428816

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BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd. (the "**Vendor**")

And 7D HOLDINGS LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser

Dated April 29, 2025 with respect to the purchase and sale of Strata Lot # 1 & 2 (the "**Strata Lot**") (Suite #2092 & 2094) in the development known as "Chloe - Commercial" (the "Development") constructed on located at 2096 West 47th Avenue, Vancouver, British Columbia, and which Strata Lot is legally described as:

1. As to 2092 West 47th Avenue:

   PID: 032-299-958
   STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

2. As to 2094 West 47th Avenue:

   PID: 032-299-966
   STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 29, 2025, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Subject to the Purchaser, on or before May 30, 2025 verifying and confirming with their contractor & designer that all structural, mechanical, plumbing, drainage and electrical services can accommodate their specific dental clinic needs. This condition is for the sole benefit of the Purchaser.

Subject to the Purchaser on or before May 30, 2025 verifying fit plan to ensure the clinic layout is suitable for the dental clinics needs. This condition is for the sole benefit of the Purchaser.

The Vendor/Developer agrees to provide the cad drawings and other necessary drawings and plans to the Purchaser or Purchaser's agent upon request. The Vendor/Developer agrees to allow access to the units within 24 hours notice for the Purchaser to inspect the units with their contractor and designer.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

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This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 1st day of May, 2025.

	05/01/25 Vanessa Lee 05/01/25	7D Holdings Ltd.
Witness	Purchaser's Signature	Purchaser's Name

DATED this 29 day of April, 2025.

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

DocuSigned by:

Per: Tom Powell
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Tom Powell, Senior Managing Director

Docusign Envelope ID: 4F476BD1-D358-499F-92C3-5E4D33C62811

BLANK ADDENDUM

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT OF SALE

Between: **FTI CONSULTING CANADA INC.**, in its capacity as court-appointed receiver and manager of all of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd. (the "**Vendor**")

And 7D HOLDINGS LTD. (the "**Purchaser**")

Re: Offer to Purchase and Agreement of Purchase and Sale between the Vendor and the Purchaser

Dated April 29, 2025 with respect to the purchase and sale of Strata Lot # 1 & 2 (the "**Strata Lot**") (Suite #2092 & 2094) in the development known as "Chloe - Commercial" (the "Development") constructed on located at 2096 West 47th Avenue, Vancouver, British Columbia, and which Strata Lot is legally described as:

1. As to 2092 West 47th Avenue:

PID: 032-299-958
STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

2. As to 2094 West 47th Avenue:

PID: 032-299-966
STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Further to the Offer to Purchase and Agreement of Purchase and Sale, made between the Purchaser and the Vendor on April 29, 2025, and all amendments and addenda thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Agreement**"), the undersigned agree as follows:

Subject to the Purchaser obtaining suitable financing on or before May 30, 2025. This condition is for the sole benefit of the Purchaser. The Vendor/Developer will allow access for bank appraisal, if needed.

The Purchaser acknowledges that the strata management fee is $0.63 per sq ft.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum. Time remains of the essence.

Docusign Envelope ID: 4F47C6D1-D355-499F-92C3-5E4D33C62811

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

DATED this 1st day of May, 2025.

	05/01/25 Vanessa Lee 05/01/25	7D Holdings Ltd.
Witness	Purchaser's Signature	Purchaser's Name

DATED this 29 day of April, 2025.

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF ALL OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF 1076255 B.C. LTD. AND LIGHTSTONE DEVELOPMENT LTD., AND NOT IN ITS PERSONAL CAPACITY

DocuSigned by:

Per: Tom Powell
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Tom Powell, Senior Managing Director

Docusign Envelope ID: 4F47C6D1-D365-459F-92C3-5E4D33C62811

FEE AGREEMENT SELLER PAYS
(BUYER REPRESENTED SELLER NOT REPRESENTED)

BETWEEN: Oakwyn Realty Ltd.
("BROKERAGE")
3195 Oak Street
UNIT ADDRESS
Vancouver, BC V6H 2L2

AND: FTI CONSULTING CANADA INC., in its capacity as
("SELLER")
court-appointed receiver and manager of all of the assets,
("SELLER") undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd.
("SELLER")
#1450 - 701 West Georgia Street
UNIT ADDRESS
Vancouver, BC V7Y 1B6

PROPERTY: 2092 & 2094 West 47th Avenue
UNIT NO. ADDRESS OF PROPERTY

Vancouver V6M 3V8
CITY/TOWN/MUNICIPALITY POSTAL CODE PID

PID: 032-299-958
STRATA LOT 1 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
PID: 032-299-966
STRATA LOT 2 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS9998 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

LEGAL DESCRIPTION

In consideration of the Buyer's Brokerage introducing the Buyer to the Seller or showing the Property to the Buyer through its licensee Rebecca Shiu and Voy Wong ("Designated Agent") the Seller covenants and agrees with the Buyer's Brokerage as follows:

1. The Seller is the owner of the Property.
2. The Designated Agent is the agent for 7D Holdings Ltd. (the "Buyer"), who may be interested in purchasing the Property.
3. The Seller will pay to the Buyer's Brokerage a fee of 2.5% flat fee of the purchase price plus applicable Goods and Services Tax and any other applicable tax in respect of the fee (fee + tax =remuneration) if:
   (i) a legally enforceable contract of sale between the Seller and the Buyer in respect of the Property is entered into between the date hereof and May 1, 2025 at 5:00pm (the "Expiry Date"); or
   (ii) a legally enforceable contract of sale between the Seller and the Buyer is entered into:
   a. within sixty (60 days) after the Expiry Date; or
   b. any time after the period described in (a) where the efforts of the Buyer's Brokerage or the Designated Agent were an effective cause;
   provided, however, that no such fee is payable if the Property is listed, or subject to another fee agreement, with another licensed brokerage after the Expiry Date and sold during the term of that listing contract or fee agreement;
   except, in each case, if the Property is "residential real property" (as defined in the Home Buyer Rescission Period Regulation) that is not exempt and the Buyer has exercised their right of rescission set out in Section 42 of the Property Law Act within the prescribed period and prescribed manner for doing so in which case no fee will be payable by the Seller.
4. The remuneration due to the Buyer's Brokerage will be payable on the earlier of the date the purchase and sale is completed or the completion date set out in the Contract of Purchase and Sale.
5. Despite Clause 3 the remuneration will not be payable if the Buyer defaults and fails to complete the purchase of the Property but will be payable if the Seller defaults and fails to complete the sale of the Property.
6. The Seller acknowledges and agrees that:
   A. the Buyer's Brokerage and the Designated Agent are acting for the Buyer throughout the transaction and

BUYER'S INITIALS

SELLER'S INITIALS

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FEE AGREEMENT SELLER PAYS
(BUYER REPRESENTED SELLER NOT REPRESENTED)

do not owe any agency duties to the Seller;

B. no advice concerning the Property, including price or terms of sale, has been given by the Buyer's Brokerage or the Designated Agent to the Seller;

C. nothing in this Agreement, including the obligation of the Seller to pay the remuneration set out in Clause 3, shall be construed as creating an agency relationship between the Buyer's Brokerage or the Designated Agent and the Seller.

D. the remuneration set out in Clause 3 shall be payable by the Seller to the Buyer's Brokerage in addition to any fee or commission payable to the Buyer's Brokerage by a third party including the Buyer and the Seller's listing brokerage, if any;

7. The Seller hereby irrevocably:
   A. assigns to the Buyer's Brokerage from the proceeds of sale of the Property the amount of remuneration due to the Buyer's Brokerage and authorizes the Buyer's Brokerage to retain from the deposit monies the amount of the Buyer's Brokerage's remuneration;
   B. agrees to sign either in the Contract of Purchase and Sale or in a separate document, an irrevocable authority directing the Buyer and the Lawyer or Notary Public acting for the Buyer or Seller to pay to the Buyer's Brokerage the remuneration due to the Buyer's Brokerage or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Buyer's Brokerage.
8. In this Agreement "sale" includes an exchange and "sale price" includes the value of property exchanged.
9. The Seller hereby consents to the collection, use and disclosure by the Buyer's Brokerage, and by the managing broker(s), associate broker(s) and representative(s) of the Buyer's Brokerage (collectively the "Licensee") noted below, and the real estate board in whose jurisdiction the Property is located and/or of which the Buyer's Brokerage or Licensee is a member, of personal information about the Seller:
   A. for all purposes consistent with the transaction contemplated herein;
   B. for enforcing codes of professional conduct and ethics for members of real estate boards; and
   C. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent.

   The personal information provided by the Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.
10. The interpretation of this Agreement and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
11. The parties acknowledge that this Agreement fully sets out the terms of the agreement between them.
12. The parties agree that this Agreement and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.
13. This Agreement shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns.

BUYER'S INITIALS

SELLER'S INITIALS

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FEE AGREEMENT SELLER PAYS
(BUYER REPRESENTED SELLER NOT REPRESENTED)

SIGNED, SEALED AND DELIVERED THIS 29 OF APRIL, YR. 2025.

The Seller declares their residency:

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

DocuSigned by:
Tom Powell (SEAL)
SELLER'S SIGNATURE
FTI Consulting Canada Inc.
WITNESS

(SEAL)
SELLER'S SIGNATURE
WITNESS

(SEAL)
SELLER'S SIGNATURE
WITNESS

(SEAL)
Per: MANAGING BROKER'S SIGNATURE/AUTHORIZED SIGNATORY
Oakwyn Realty Ltd.
BROKERAGE (PRINT)

Authentisign
Rebecca Shiu 05/01/25 Voy Wong 05/01/2025 (SEAL)
REALTOR®'S SIGNATURE
Rebecca Shiu and Voy Wong
REALTOR®'S NAME (PRINT NAME)

The Buyer acknowledges that the Seller and the Buyer's Brokerage have entered into this Agreement. The Buyer further acknowledges an agency relationship with the Designated Agent.

Authentisign
05/01/ (SEAL)
BUYER'S SIGNATURE
7D Holdings Ltd.
WITNESS

Authentisign
Vanessa Lee 05/01/ (SEAL)
BUYER'S SIGNATURE
7D Holdings Ltd.
WITNESS

(SEAL)
BUYER'S SIGNATURE
WITNESS

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SCHEDULE "A"

1. The following terms replace, modify and, where applicable, override the terms of the listing contract to which this Schedule "A" is attached (the "**Listing Contract**"). Where a conflict between the terms of the Listing Contract and this Schedule "A" arises, the terms of this Schedule "A" shall apply.

2. All offers to purchase the property will only be accepted subject to the approval of the Supreme Court of British Columbia (the "**Court**") in Supreme Court Action Number H-250150, Vancouver Registry (the "**Proceeding**") pronounced on February 13, 2025.

4. Real Estate Commission will be payable only upon the **completion** of a sale pursuant to an offer approved by the Court procured under this listing and upon receipt of the net sale proceeds by FTI Consulting Canada Inc., in its capacity as court-appointed receiver of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd. and not in its personal capacity (the "**Receiver**").

5. The Listing Contract will automatically terminate with no commission being payable if the Court directs the Receiver to not sell the property. Without limiting the foregoing, the Listing Contract is subject to all applicable Orders of the Court pronounced in the Proceeding.

FTI CONSULTING CANADA INC., in its capacity as court-appointed receiver of the assets, undertakings and property of 1076255 B.C. Ltd. and Lightstone Development Ltd. and not in its personal capacity

Per: DocuSigned by: Tom Powell 21934349A3E4402

OAKWYN REALTY INC.

Per:

Authentisign Voy Wong

Authentisign Rebecca Shiu 05/01/25

05/01/25