

OFFER TO PURCHASE MANUFACTURED HOME

GREEN TREE ESTATES

15820 FRASER HIGHWAY, SURREY, BRITISH COLUMBIA V4N 0Y2

THIS OFFER TO PURCHASE made the 18 day of July, 2017

BETWEEN:

[REDACTED]

(the "Seller")

AND:

GREEN TREE MANUFACTURED HOMES LTD., a corporation having its offices at Suite 205 – 15240 – 56th Avenue, Surrey, British Columbia V3S 5K7

(the "Buyer")

The Buyer offers to purchase from the Seller (the "Offer") that certain manufactured home described as follows:

[REDACTED]
Manufactured Home Registration No.

[REDACTED]
Description of Home – make/model of Serial No. and Year of Manufacture

[REDACTED]
Address of Home

(hereinafter called the "Home")

on the following terms and conditions:

- PURCHASE PRICE:** The purchase price of the Home shall be ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000)
(COMPRISED OF APPRAISED VALUE (\$100,000) PLUS BONUS (\$20,000))
plus the sum of Two Thousand Dollars (\$2,000) as compensation for moving expenses (collectively, the "Purchase Price").
- DEPOSIT:** Within five (5) business day after acceptance of this Offer, the Buyer shall pay to the Seller a deposit in the sum of One Thousand Dollars (\$1,000), which amount shall be credited towards the Purchase Price, by way of cheque made payable to the Seller.
- COMPLETION:** The completion of the purchase and sale of the Home shall take place on June 1, 2019 (the "Completion Date").

[REDACTED]

4. **POSSESSION:** The Buyer shall have vacant possession of the Home at 12:00 p.m. on December 1, 2019 (the "**Possession Date**"). The Seller agrees with the Buyer that it will remove all personal belongings from the Home no later than the Possession Date. The Buyer and the Seller acknowledge that the lease agreement (the "**Lease**") made between Green Tree Estates Ltd. (the "**Landlord**"), as landlord, and the Seller, as tenant, for the manufactured home pad on which the Home is located will terminate on the Possession Date.
5. **FREE AND CLEAR POSSESSION:** The Seller covenants with the Buyer that the Home shall be transferred to the Buyer free and clear of any legal notations, charges, encumbrances, liens for unpaid taxes or any security interest charges or other claims (collectively, the "**Encumbrances**") on the Completion Date.
6. **EXTENSION OF COMPLETION DATE:** The Buyer may, at its sole discretion, extend the Completion Date to June 1, 2020 by written notice delivered to the Seller by no later than April 1, 2019. If the Buyer so elects to extend the Completion Date, then:
 - (a) the Purchase Price shall increase by Twelve Thousand Dollars (\$12,000); and
 - (b) the Possession Date shall be extended to December 1, 2020.
7. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Possession Date.
8. **RENT-FREE PERIOD:** The Buyer shall be responsible for payment of any rent owed by the Seller to the Landlord pursuant to the Lease for the period between the Completion Date and the Possession Date (the "**Rent-Free Period**").
9. **ADDITIONAL PAYMENT TO SELLER:** Upon the Seller's delivery of vacant possession of the Home to the Buyer on the Possession Date, the Buyer shall pay to the Seller an amount equal to twelve (12) month's rent under the Lease, calculated based on the last monthly rent payment received by the Landlord prior to the Completion Date.
10. **RISK:** The Home shall be at the risk of the Seller until 12:01 a.m. on the Possession Date, and thereafter the Buyer shall assume the risk of the Home.
11. **AGENCY DISCLOSURE AND COMMISSION:** The Seller and the Buyer acknowledge and confirm that the Buyer has an exclusive agency relationship with Royal LePage West Real Estate Services (the "**Agent**") and the Buyer shall be responsible for paying all commissions, including any applicable taxes, due to the Agent in respect of the purchase of the Home.
12. **SELLER REPRESENTATIONS:** The Seller represents and warrants to the Buyer that:
 - (a) it has the right, title and interest to the Home and ownership of the Home is registered under the *Manufactured Home Act*, S.B.C. 2003, c. 75;
 - (b) the Home is free from any and all claims of creditors and is not encumbered by any of the Encumbrances, or, if it is, that such Encumbrances will be discharged prior to closing; and
 - (c) it has had the opportunity to obtain independent legal advice with respect to all matters and documents contemplated in this Offer.

13. **CLOSING:** The purchase and sale of the Home will be completed on the Completion Date (the "**Closing**"). The closing procedures shall be as follows (unless otherwise agreed in writing between the parties):
- (a) at least five (5) business days prior to the Completion Date, the Buyer's Solicitor or Notary will prepare and forward to the Seller's Solicitor or Notary two (2) copies of the following documents to be executed by the Seller:
 - (i) Notice to Transfer or Change of Ownership and a Bill of Sale, in registrable form (the "**Transfer Documents**");
 - (ii) Seller's statement of adjustments approved by the Buyer and the Seller (the "**Statement of Adjustments**");
 - (iii) the Assignment (as defined at Section 17); and
 - (iv) such other documents as may be required by the Buyer's Solicitor or Notary, acting reasonably, in order to facilitate the transaction in accordance with this Offer (together with the Transfer Documents and the Statement of Adjustments, the "**Closing Documents**");
 - (b) following execution by the Seller of the Closing Documents, the Seller's Solicitor or Notary will deliver to the Buyer's Solicitor or Notary, in trust, the Closing Documents on the Buyer's Solicitor's or Notary's undertakings as follows:
 - (i) not to attempt to register the Transfer Documents in the Manufactured Home Registry until the Buyer's Solicitor or Notary holds, in trust, sufficient funds to complete the transaction in accordance with this Offer and approved Statement of Adjustments; and
 - (ii) to disburse the funds to the Seller's Solicitor or Notary in accordance with Section 13(e);
 - (c) following delivery to the Buyer's Solicitor or Notary, in trust, by the Seller of the Closing Documents, the Buyer will execute and deliver to the Buyer's Solicitor or Notary those Closing Documents to which the Buyer is a party, along with a cheque made payable to the Buyer's Solicitor or Notary, in trust, in the amount equal to the balance of the Purchase Price;
 - (d) following the deliveries to the Buyer's Solicitor or Notary by the Buyer in accordance with Section 13(c), the Buyer's Solicitor or Notary shall thereafter be permitted to file the Transfer Documents at the Manufactured Home Registry; and
 - (e) upon application being made by the Buyer's Solicitor or Notary for the registration of a notice of the Transfer Documents in the Manufactured Home Registry, and the Buyer's Solicitor's or Notary's receipt of a satisfactory post index search in the British Columbia Personal Property Registry confirming that the Buyer is the registered owner of the Home free and clear of all Encumbrances, the Buyer's Solicitor or Notary shall thereafter disburse the funds in accordance with the approved Statement of Adjustments by delivering to the Seller's Solicitor or Notary a solicitor's trust cheque made payable to the Seller's Solicitor or Notary, in trust, in the amount specified in the approved Statement of Adjustments, and will thereafter deliver notice to each party of completion of the registration of the Transfer Documents.

It will be a condition of Closing that all matters of payment, execution and delivery of the Closing Documents by each party to the other shall be deemed to be concurrent requirements.

- 14. **COSTS:** The Buyer shall be responsible for all applicable fees in respect of the filing of the Transfer Documents at the Manufactured Home Registry and the Seller shall be responsible for all costs of clearing title to the Home.
- 15. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title to the Home, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Solicitor or Notary to the Seller's Solicitor or Notary, on the Canadian Bar Association Mobile Homes Standard Undertakings as at September 1, 2008 to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 16. **NOTICE:** Unless otherwise specified, notice to a party must be given in writing and delivered personally, or by courier, or transmitted by e-mail to the parties as follows:

If to the Buyer:

GREEN TREE MANUFACTURED HOMES LTD.
Suite 205 – 15240 – 56th Avenue
Surrey, British Columbia V3S 5K7

Attention: Taylor McClay
Email: greentree.park.management@gmail.com

If to the Seller:

[Redacted address line]

SURREY BC
[Redacted address line]

Attention: [Redacted]
Email: [Redacted]

or to any other address, e-mail address or person that the party designates. Any notice, if delivered personally or by courier, will be deemed to have been given when actually received, if transmitted by or e-mail before 5:00 p.m. on a business day, will be deemed to have been given on that business day, and if transmitted by e-mail after 5:00 p.m. on a business day, will be deemed to have been given on the business day, after the date of the transmission.

- 17. **ASSIGNMENT OF LEASE:** The Seller and the Buyer hereby agree that the Closing Documents shall include an assignment of the Lease (the "Assignment") whereby the Seller shall assign its interest in the Lease to the Buyer for the remainder of the term of the Lease, subject to the provision that notwithstanding the Assignment, the Seller, until the Possession Date, shall continue to be permitted to stay in possession of the Home and shall observe and perform all of the tenant's covenants in the Lease during the Rent-Free Period as if it were the named tenant under the Lease (with the exception of the obligation to pay any rent).

[Redacted signature area]

18. **GENERAL PROVISIONS:**

- (a) time shall be of the essence in this Offer;
- (b) this Offer shall be governed by and constructed in accordance with the laws of the Province of British Columbia; and
- (c) this Offer may be executed in any number of counterparts and delivered by electronic means, each of which when executed and/or delivered is deemed to be an original but all of which taken together constitute one and the same instrument.

19. **DATE OF ACCEPTANCE:** This Offer is irrevocable and shall be open for acceptance by the Seller up to 5:00 p.m. PST time on AUGUST 1ST, yr. 2017 and, upon acceptance by the Seller, will constitute a binding agreement for the purchase and sale of the said Home on the terms and conditions contained herein. In the event that this Offer is not accepted by the Seller on or before the aforesaid time and date, then this Offer shall be null and void.

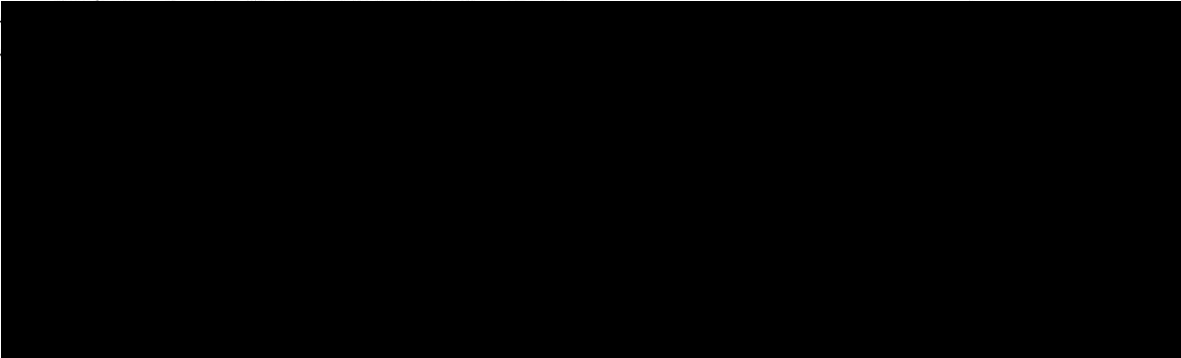
IN WITNESS WHEREOF the Buyer has executed this Offer as of the date first above written.

GREEN TREE MANUFACTURED HOMES LTD.,

by its authorized signatory:



THE SELLER HEREBY ACCEPTS the above Offer on the terms and conditions set out above, this 24 day of JULY, 2017



Print Name

GREEN TREE ESTATES LTD.

[REDACTED]

Date: [REDACTED]

[REDACTED]

[REDACTED]

PAY
TO THE ORDER OF
One Thousand 00/100 Dollars

[REDACTED]

[REDACTED]

PER [REDACTED]

Memo: [REDACTED]

⑈000088⑈ ⑆94000⑈004⑆ [REDACTED]

REEN TREE ESTATES LTD.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
⑆0047

[REDACTED]

Green Tree Estates Ltd.

To: All Park Residents
Date: June 19, 2018

Re: **Contract Advanced Completion Offer**

Dear Resident,

This letter is to provide an update to all active residents. It has come to the owner's attention that a financial savings can be realized if the project schedule is brought forward. The owner would like to share the financial savings and is able to offer an additional \$10,000 to each active resident should the project schedule be advanced.

The following changes to your contract would be required:

- Current Completion Date: June 1, 2019
- Current Possession Date: December 1, 2019

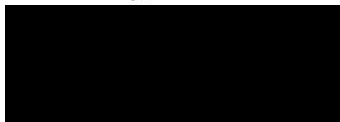
- **Proposed Completion Date: September 13, 2018**
- **Proposed Possession Date: March 13, 2019**

Everything else would remain the same. You will still be entitled to the Rent-Free Period of 6 months, which allows an opportunity for me to work with you to secure suitable relocation options.

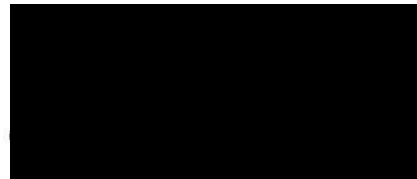
This offer of an additional \$10,000 will only be available if all residents participate. If this change is not of interest to you, we completely understand and the existing contract will remain unchanged. The owner will continue to accommodate those residents who wish to complete early.

If you're interested or have any questions please call me this week to schedule a meeting.

Yours truly,



Property Management
Greentree.park.management@gmail.com
604.349.1206



FREE RENT
AUG 18 - SEB 19
\$9548

\$19,548.00

JAMES L. DAVIDSON & COMPANY LAW CORPORATION

Barristers, Solicitors, Notaries Public

403 – 16033 – 108TH AVENUE
SURREY, BRITISH COLUMBIA
V4N 1P2

TELEPHONE (604) 951-2990
FAX (604) 951-2991
Email: ross@jldlawyers.com

Our File No. C0537-18

August 27, 2018

Pick Up

Kenneth Diamond and Diane Virginia O'Donnell

Dear Client:

Re: Sale of MHR # 027874
Year: 1973 – Make/Model: No. 1476116 – Serial # S0664
66 15820 Fraser Highway, Surrey, BC
from Kenneth Diamond and Diane Virginia O'Donnell
to Green Tree Manufactured Homes Ltd.

We are pleased to advise that the conveyancing the above mentioned Manufactured Home was accepted for registration in the Manufactured Home Registry.

Enclosed is our trust account cheque made payable to your order in the sum of \$130,488.34, being the balance due you on closing, as per the Vendors Statement of Adjustments and Order to Pay (copies of which you have). We confirm we are holding in trust the sum of \$5,784.00 pending confirmation from the purchaser's lawyer that you have vacated the property.

We trust that you will find the above to be in order and if you have any questions, please do not hesitate to contact my office.

Yours very truly,

JAMES L. DAVIDSON & COMPANY LAW CORPORATION

/yf

Encls.

NOTICE OF WAIVER OF CLOSING CONDITION

TO: Kenneth Diamond & Diane Virginia O'Donnell (the "Seller")

FROM: GREEN TREE MANUFACTURED HOMES LTD. (the "Buyer")

RE: Offer to Purchase made the 18 day of July, 2017 as amended to date (collectively, the "Offer") entered into between the Buyer and the Seller

The Buyer hereby gives the Seller notice that the Closing Condition is hereby satisfied or waived.

All capitalized words and phrases used in this Notice shall have the respective meaning ascribed to them in the Offer.

This Notice may be delivered by electronic means.

DATED August 15, 2018.

GREEN TREE ESTATES MANUFACTURED HOMES LTD.

Per: 

Authorized Signatory