



This is the 1st affidavit
of Margaret Kwan in this case
and was made on February 3, 2021

No. H 200039
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD. ET AL

Respondents

AFFIDAVIT

I, MARGARET KWAN, of 2900 – 595 Burrard Street, in the City of Vancouver, in the Province of British Columbia, AFFIRM THAT:

1. I am a real estate paralegal of Owen Bird Law Corporation, solicitors for D. Manning & Associates Inc., the Court appointed Receiver and Manager (the “**Receiver**”) of the Respondent Censorio Group (Hastings & Carleton) Holdings Ltd., and as such, have personal knowledge of the matters and facts hereinafter deposed to, except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. Capitalized terms are as defined in the Notice of Application.
3. Attached hereto and collectively marked as Exhibit “**A**” to this my Affidavit is a copy of the Contract of Purchase and Sale of the SL9 Lands and Ms. Loo’s driver’s license.
4. Attached hereto and marked as Exhibit “**B**” to this my Affidavit is a copy of the Vesting Order filed on December 30, 2020 with respect to the SL9 Lands.

5. I am advised by Heather A. Frydenlund, legal counsel for the Receiver and do verily believe to be true that the misspelling of Ms. Loo’s name was unintentional and an accidental slip.

6. Attached hereto and marked as Exhibit “C” to this my Affidavit is a copy of the Contract of Purchase and Sale of the SL3 Lands.

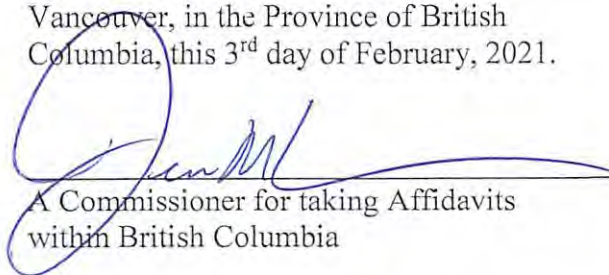
7. Attached hereto and marked as Exhibit “D” to this my Affidavit is a copy of the Vesting Order with respect to the SL3 Lands.

8. Attached hereto and marked as Exhibit “E” to this my Affidavit is a copy of an email dated December 29, 2020 sent to Jennifer Williams from the Notary Public acting on behalf of Ryan Paul Lasaleta and Melissa Sophie Lasaleta advising that the purchasers wished to be registered on title with Ryan Paul Lasaleta having a 999/1000 interest in the SL3 Lands and Melissa Sophie Lasaleta having a 1/1000 interest in the SL3 Lands.

9. I am advised by by Heather A. Frydenlund, legal counsel for the Receiver and do verily believe that the Vesting Order with respect to the SL3 Lands was sent to the Vancouver Registry for filing on December 24, 2020, prior to receiving the December 29, 2020 email.

10. I make this Affidavit in support of the Receiver’s Application to amend the Vesting Orders filed in this action on December 30, 2020 with respect to the SL9 Lands and the SL3 Lands.

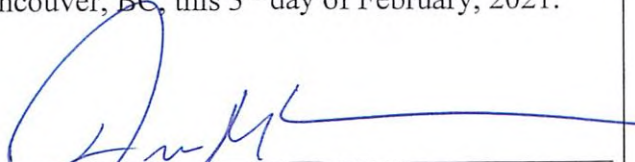
SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 3rd day of February, 2021.


A Commissioner for taking Affidavits within British Columbia


MARGARET KWAN

JENNIFER M. WILLIAMS
Barrister & Solicitor
P.O. Box 49130
2900-595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7513

This is Exhibit "A" referred to in the Affidavit of MARGARET KWAN sworn before me at Vancouver, BC, this 3rd day of February, 2021.

A handwritten signature in blue ink, appearing to be 'J. M.', written over a horizontal line.

*A Commissioner for taking Affidavits within
British Columbia*

CARLETON

Offer to Purchase and Agreement of Purchase and Sale – Residential Strata Lot

VENDOR:
D. Manning & Associates Inc. as Receiver and Manager of
 the lands and property of **Censorio Group (Hastings &
 Carleton) Holdings Ltd.**
 4723 Hastings Street
 Burnaby, BC V5C 2K8

VENDOR'S SOLICITORS:
 Owen Bird Law Corporation
 2900 – 595 Burrard Street
 Vancouver, BC V7X 1J5

PURCHASER:
 Full Name: CATHERINE LOO
 (Mr. Miss Ms. Mrs.)
 Occupation: PHYSIOTHERAPIST
 Address: 221-7480 ST ALBANS ROAD
 City: Richmond
 Province: BC Postal Code: V6Y 2K6
 Tel: 514-582-1609 Bus: _____
 Fax: _____
 Email: loocathie@gmail.com

Full Name: _____
 (Mr. Miss Ms. Mrs.)
 Occupation: _____
 Address: _____
 City: _____
 Province: _____ Postal Code: _____
 Tel: _____ Bus: _____
 Fax: _____
 Email: _____

THE PURCHASER HEREBY OFFERS, and if this Offer to Purchase is accepted by the Vendor agrees, to purchase from the Vendor strata lot no. 9 (the "Strata Lot") shown on the preliminary strata plan (the "Preliminary Strata Plan") attached as an exhibit to the Disclosure Statement (defined in paragraph 3.1 of Schedule "A" attached hereto) and which is currently assigned suite no. 208, in the development (the "Development") known as or to be known as "Carleton" and to be constructed on lands municipally or to be municipally described as 4223 Hastings Street, Burnaby, British Columbia, on a portion of lands presently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 (the "Lands"), for the Purchase Price (defined below) and on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

1.01 PURCHASE PRICE AND DEPOSITS

The purchase price (the "Purchase Price") for the Strata Lot (not including Goods and Services Tax ("GST") or any other applicable value added or sales tax) is:
 which Purchase Price will be paid by the Purchaser in lawful money of Canada as follows:

- a) a deposit (the "Initial Deposit") equal to 5% of the Purchase Price payable upon presentation of this Offer by the Purchaser to the Vendor: the latter of the removal of all subject conditions or the end of the Purchaser's 7-day rescission period
- b) a further deposit (the "Second Deposit") equal to 5% of the Purchase Price payable on or before 202;
- (the Initial Deposit and the Second Deposit collectively, the "Deposit"); and
- c) the balance (the "Balance") of the Purchase Price, subject to adjustments described herein, payable on the Completion Date (as hereinafter defined in paragraph 5.1 of Schedule "A" hereto):

[ee]	DS	\$490,000	AN	DS	AN
		\$480,000	\$499,900		
[ee]	DS	\$24,500	AN	DS	AN
		\$24,000	\$24,995		
		\$ 0			
[ee]	DS	\$465,500	AN	DS	AN
		\$456,000	\$474,905		

All deposits comprising the Deposit will be payable by cheque, certified cheque or bank draft to "Owen Bird Law Corporation, 'in trust'". The Purchaser acknowledges that, in addition to all other remedies available to the Vendor, any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge equal to the amount charged by the applicable financial institution.

- 1.02 The Purchase Price includes the following equipment, appliances and furnishings:
- | | | |
|----------------------|------------------------------|-------------------------------|
| [a] one refrigerator | [d] one dishwasher | [g] <u>one mobile closet</u> |
| [b] one oven/range | [e] window blinds or rollers | [h] <u>one kitchen island</u> |
| [c] one washer/dryer | [f] one microwave | [i] _____ |

1.03 The Purchaser certifies to the Vendor that he/she/they is/are are not [check one] a non-resident of Canada under the *Income Tax Act* (Canada).

1.04 Completion, Possession and Adjustment Dates: See paragraph 5 of Schedule "A" attached hereto.

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 [ee] [AN]
 Purchaser Vendor

AN [e] One

SL No. 9 Suite No. 208

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

1.06 D. MANNING & ASSOCIATES INC., is acting as the Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. and neither it nor its directors or officers have any personal or corporate liability under the Disclosure Statement or this Agreement.

1.07 The acceptance by the Vendor of this Agreement is made subject to the terms of the anticipated Vesting Order (as hereinafter defined) to be granted by the Court (as hereinafter defined), and subject to Court approval. The Vendor's obligation prior to Court approval is limited to presenting this Agreement to the Court. The Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers, and to consider other offers presented by the Vendor or others, and the Court may make any further orders with respect to the Strata Lot. The Vendor gives no undertaking to advocate for the Court's approval of this Agreement and may advocate for the Court's approval of any competing offer presented to the Court if the terms of such a competing offer are considered by the Vendor to be more favourable. Conditional offers will not be presented to the Court until conditions are waived or satisfied, and any non-conditional offers for the Strata Lot may be presented to the Court before waiver or satisfaction of conditions in a conditional offer.

1.08 The Purchaser hereby acknowledges to the Vendor and to its agent, Rennie Marketing Systems (the "Listing Agent"), that he/she/they:
 has/have an agency relationship with Oakwyn Realty as agent/brokerage (the "Selling Agent") and Sam Cao as their salesperson and is relying on its Selling Agent for advice in connection with this Agreement and the purchase of the Strata Lot; or
 has/have no agency relationship.

The Purchaser further acknowledges to the Vendor and to the Listing Agent that the Vendor and/or the Listing Agent has disclosed to the Purchaser the agency relationship between the Listing Agent and the Vendor and that while fully representing the Vendor as its agent, the Listing Agent will assist the Purchaser in the following areas: (i) preparation of this Offer; (ii) answering the Purchaser's questions with respect to this Offer; and (iii) presenting this Offer to the Vendor.

1.09 Remuneration to Agents: The Vendor (a) hereby agrees to pay a commission as per the listing agreement between the Vendor and the Listing Agent; and (b) authorizes and instructs the Purchaser and anyone acting on behalf of the Purchaser to pay such commission out of the proceeds of sale and forward copies of the Vendor's Statement of Adjustments to the Selling Agent brokerage / Listing Agent brokerage, as requested forthwith after completion. The Vendor and the Purchaser further agree that the Vendor's aforementioned authorization and instruction is a confirmation of the equitable assignment to anyone acting on behalf of the Vendor or the Purchaser.

INITIALS [e] AN DS
Purchaser Vendor

SCHEDULES AND ADDENDA

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

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Schedule "A" | <input checked="" type="checkbox"/> Vendor's Condition | <input checked="" type="checkbox"/> Addendum |
| <input checked="" type="checkbox"/> Schedule E | <input checked="" type="checkbox"/> Designated Agency | <input checked="" type="checkbox"/> Purchaser's Conditions |
| <input checked="" type="checkbox"/> Acknowledgment Construction Completion | <input checked="" type="checkbox"/> Acknowledgment Agent Commission | <input type="checkbox"/> |

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

This Offer to Purchase and Agreement of Purchase and Sale (the "Offer" and, upon acceptance, the "Agreement") will be open for acceptance by the Vendor up to and including 5:00 PM PST time on the 19 day of November, 2020 and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 17 day of November, 2020.

_____	Authentisign Catherine Allison Galvin Loo
Witness	Purchaser 11/17/2020 9:51:36 PM PST
_____	Purchaser
Witness	

This Offer to Purchase is accepted by the Vendor this 20 day of November, 2020.

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD.

DocuSigned by:
Per: Alex Ng
Authorized Signatory 48FA7DBC9884D3...

DEPOSIT RECEIPT

In respect of the INITIAL DEPOSIT, the Vendor hereby acknowledges receipt of a cheque, certified cheque or bank draft made payable to "Owen Bird Law Corporation 'in Trust'" in the amount of \$ _____.

Per: _____
Sales Associate



SCHEDULE "A"

1. AGREEMENT

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

- (a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);
- (b) the charges and encumbrances referred to in the Disclosure Statement; and
- (c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof

(collectively the "Permitted Encumbrances").

2. DESCRIPTION OF STRATA LOT

2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.02 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated July 8, 2020 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "Disclosure Statement") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.



3.2 Without in any way limiting paragraph 12.3, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.



4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) The deposit monies in the amounts set out in paragraph 1.01 on Page 1 of this Agreement will be paid by the Purchaser to "Owen Bird Law Corporation" (the "Vendor's Solicitors"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein; and
- (b) The Balance (as defined on Page 1 of this Agreement) plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of paragraph 10.1 hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed \$175.00) will be paid to the Purchaser, provided that the Vendor may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed \$175.00, will be adjusted for as a credit to the Purchaser on the statement of adjustments;
- (b) If the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:
 - (i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

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- (ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act*, and without prejudice to any other right or remedy of the Vendor, shall pay the non-refundable Deposit and all interest accrued thereon to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act*, if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit is forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

- (c) If this Agreement is terminated in accordance with the terms of either of paragraphs 5.1 or 12.2 hereof, then the Deposit together with all interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed \$175.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and
 - (d) If this Agreement is not terminated in accordance with the terms of either of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed \$175.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.
- 4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) shall be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement shall be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.
- 4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).
- 4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and
 - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.
- 4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "Land Title Office") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "Purchaser's Solicitor") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into the Supreme Court of British Columbia (the "Court") if desired by the Vendor.

5. COMPLETION, POSSESSION AND ADJUSTMENT DATES

- 5.1 Completion Date. The Purchaser will pay the Balance at the Purchaser's expense by way of CERTIFIED CHEQUE or BANK DRAFT to the Vendor's Solicitors by NO LATER THAN 4:00 p.m. on the Completion Date (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "Completion Date") specified in a written notice from the Vendor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, (ii) the date that the Strata Lot is ready to be occupied, and (iii) the date that the Court approves this Agreement. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or

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INITIALS

★	CC <small>Purchaser</small>	AN <small>Vendor</small>
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common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Burnaby (the "City") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by December 31, 2020 (the "Outside Date"), then this Agreement will terminate and the Deposit together with any accrued interest thereon, less the Vendor's Solicitors' reasonable administration fees, will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

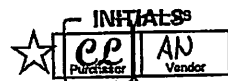
- (a) If the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
- (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between July 31, 2020 and August 31, 2020 (the "Estimated Date Range"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

- 5.2 Adjustments. The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of and including the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.
- 5.3 Possession Date. Provided the Vendor's Solicitors have received the Balance and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date and the Purchaser has satisfied all other requirements under this Agreement, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date at 12:30 p.m. (the "Possession Date").
- 5.4 Risk. The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.
- 6. GST
- 6.1 The Purchase Price does not include GST or any other value-added or sales tax and, if applicable, any rebates, including the new housing rebate available under the *Excise Tax Act*, R.S.C., 1985. The Purchaser is responsible for payment of the GST and all other applicable value-added or sales taxes on the Purchase Price.

7. REPRESENTATIONS/ENTIRE AGREEMENT

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



8. CONSTRUCTION

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

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, than the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

$R = (.95 - A/P) \times \text{the Purchase Price}$

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

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

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

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date (as hereinafter defined) without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "Released Parties") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

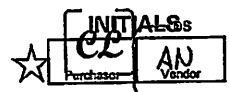


9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies. The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or waiver by the Purchaser of its rights to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date.

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

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10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) Title to the Strata Lot shall be transferred to the Purchaser by registration in the Land Title Office of either a court order that vests title in the Purchaser (the "Vesting Order") or a Form A Transfer (the "Transfer"). In either event, it will be the responsibility of the Purchaser or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation the Vesting Order or the Transfer, as the case may be, in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Vesting Order or the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor shall require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances by way of either the Vesting Order or the Transfer and on or before the Completion Date. If the Vendor has existing financial charges to be cleared from title to the Strata Lot, the Vendor, while still required to clear such charges, may wait to pay out existing financial charges until immediately after receipt of the Balance of the adjusted Purchase Price. In this event, the Purchaser may pay the Balance of the adjusted Purchase Price to the Vendor's Solicitors in trust on their undertaking to pay the net sale proceeds in accordance with the Vesting Order or such other order of the Court as may be applicable (or on the Canadian Bar Association standard undertakings if the Transfer is used effect conveyance). If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Vesting Order or the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- (i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;
- (ii) fulfilled all the new mortgagee's conditions for funding except lodging the Vesting Order or the Transfer for registration; and
- (iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Vesting Order or the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Vesting Order or the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot. The Vendor shall bear all costs of clearing title and the cost of obtaining the Vesting Order, except that any amendments made to the Vesting Order at the Purchaser's request shall be subject to a fee in the amount of one thousand dollars (\$1,000).

10.3 The Vendor may not appear on title as the registered owner of the Strata Lot and the Purchaser agrees, notwithstanding any provision to the contrary herein or in the *Property Law Act* (or successor statute), to accept a Vesting Order or the Transfer and any other closing documents executed by D. Manning & Associates Inc. acting as the Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd.

11. ASSIGNMENT BY PURCHASER

11.1 Assignment. Subject to paragraphs 11.2 and 11.3 below, the Purchaser may only assign the Purchaser's interest in this Agreement or direct the transfer of the Strata Lot to any other or additional party (an "Assignment") on or before that date which is one (1) month prior to the estimated Completion Date, and in any event, only if: (a) all or the portion of the Deposit required to have been paid on or before the proposed date of assignment have been paid; (b) the Vendor's form of assignment agreement is used; and (c) the Purchaser has obtained the prior written consent of the Vendor which consent may be unreasonably withheld. If the Vendor's consent is not obtained, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date. If the Purchaser, on the terms and conditions set out herein, assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, as consideration for the Vendor agreeing to the Assignment and for any associated legal and administrative costs in connection with the Assignment, the Purchaser will pay to the Vendor an amount (the "Administration Fee") equal to 1.5% of each of (i) the Purchase Price and (ii) any consideration received by the Purchaser in respect of the Assignment plus GST and any other applicable value-added or sales tax, on such amount. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.2 In the event of an assignment pursuant to paragraph 11.1 of this Agreement, the Purchaser will remain fully liable under this Agreement and such assignment will not in any way relieve the Purchaser of his or her obligations hereunder.

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- 11.3 The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.
- 11.4 Without the developer's prior consent, any assignment of a purchase agreement is prohibited.
- 11.5 An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- 11.6 Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
- 11.7 Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:
 - (a) the party's identity;
 - (b) the party's contact and business information;
 - (c) the terms of the assignment agreement.
- 11.8 Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency."

12. MISCELLANEOUS

- 12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, then the Vendor may, at the option of the Vendor in its sole discretion, either:
 - (a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment shall be non-refundable, shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or
 - (b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 3.0% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate may change from time to time, which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

- 12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within twenty-four (24) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit together with any accrued interest thereon, less the Vendor's Solicitors' reasonable administration fees, will be promptly refunded to Purchaser.
- 12.3 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any



notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.3, in the same manner. Any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

- 12.4 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.
- 12.5 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address, if any, of the Development as described on Page 1 hereof as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.
- 12.6 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.
- 12.7 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.
- 12.8 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.
- 12.9 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.
- 12.10 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
- 12.11 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.
- 12.12 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- 12.13 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:
 - (a) to obtain financing for the Vendor;
 - (b) to comply with requirements of the Vendor's lenders and bankers;
 - (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
 - (d) for insurance and warranty coverage for the Development for carrying out its services;
 - (e) to the property management company for the Development for carrying out its services;
 - (f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
 - (g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;
 - (h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;
 - (i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
 - (j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
 - (k) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;
 - (l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;
 - (m) to facilitate communications between the Purchaser and the Vendor; and
 - (n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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

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services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulations, rules, policies thereunder or relating thereto.

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INITIALS	
 CP Purchaser	AN Vendor

Carleton

Addendum – Acknowledgement of Construction Completion Dates

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .


Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 17, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Catherine Loo as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The Purchaser hereby acknowledges that the estimated date range of completion of construction is revised to between November 1, 2020 and November 30, 2020.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 17, 2020

Authentisign
 Catherine Alison Galin Loo
Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex Ng
(Authorized Signatory)
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Carleton
Purchaser's Condition

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644.

Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 17, 2020 made between **D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd.** as Vendor, and Catherine Loo as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The purchase and sale of the Strata Lot in the Development is subject to the following condition(s) being satisfied or waived on or before ~~November 26~~ November 27, 2020 AN ce

1) Subject to a new first mortgage being made available to the Buyer at terms and conditions satisfactory to the Buyer

2) Subject to the Buyer, at the Buyer's expense, obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value.

This condition is for the sole benefit of the Purchaser and may be waived unilaterally by the Purchaser in writing. If the Purchaser does not give the Vendor written notice of the satisfaction or waiver of the Purchaser's Condition on or before the date specified, this Agreement will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Development Marketing Act.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 17, 2020

Authentisign
Catherine Allison Ga-lin Loo
Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex Ng
(Authorized Signatory)

Carleton
Vendor's Condition - Occupancy

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644.

Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 17, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Catherine Loo as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The purchase and sale of the Strata Lot in the Development is subject to the following conditions:

Occupancy Condition:
Subject to the Vendor receiving the Provisional Occupancy Permit for the Development from City of Burnaby on or before November 30, 2020. This condition is for the sole benefit of the Vendor and can be declared fulfilled or waived unilaterally.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Agreement will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Development Marketing Act.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

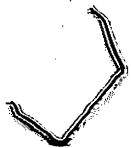
Date: November 17, 2020

Authentisign
★ Catherine Allison Gault-Loo
Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex Ng
(Authorized Signatory)



Carleton Addendum - Designated Agency & Unrepresented Party

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644.

Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 17, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Catherine Loo as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration; the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

Purchaser(s) acknowledge that this Agreement has been prepared by Disa Lim, a licensed on-site sales representative of Rennie & Associates Realty Ltd. (the "Sub-Agent"), a sub-agent of Rennie Marketing Systems, the agent of the Vendor.

The Purchaser(s) acknowledge receiving, read and understood prior to entering into Agreement the brochure(s) published by the Real Estate Council of British Columbia entitled "Disclosure of Representation in Trading Services" and if the Purchaser has indicated the Purchaser is an Unrepresented Party in section 3 below, "Disclosure of Risk to Unrepresented Parties" (collectively, the "Realtor Brochures"), that it has been explained by the on-site sales representative in its entirety with respect to Agency and the risks associated with being an Unrepresented Party, acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

Designated Agency & Unrepresented Party Disclosure:

1. The Vendor has an agency relationship with Rennie Marketing Systems and its Sub-Agent Pursuant to a Sub-Agency Agreement with Rennie & Associates Realty Ltd.; and
2. The Purchaser has an agency relationship with Oakwyn Realty and Sam Cao
Brokerage Designated Agent

OR

- The Purchaser(s) is an Unrepresented Party (as defined in the Realtor Brochures) and the on-site sales representative representing the Vendor can offer the following services without having any kind of agency relationship with the Purchaser:
- o Share real estate statistics and general market information;
 - o Provide standard real estate contract for this development and other relevant documents;
 - o Help the Purchaser fill out a standard real estate contract for this development (but the on-site sales representative cannot advise the Purchaser about what to include in an offer);
 - o Communicate the Purchaser's messages to the Vendor, and from the Vendor to the Purchaser;
 - o Present the Purchaser's offers or counter offers to the Vendor, and from the Vendor to the Purchaser.

The Purchaser(s) acknowledge that they have been advised and informed that they have the right to seek independent legal representation before proceeding further with this transaction.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 17, 2020

Authentisign
 Catherine Allison Gault-Loo
 Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD.

DocuSigned by:
 Per: Alex Ng
 (Authorized Signatory)

Carleton

Acknowledgement of Purchaser's Agent Commission

Sam Cao
 Purchaser's Agent Name
778-888-0661
 Purchaser's Agent Cellular/ Email

Oakwyn Realty
 Brokerage Name
200-2025 Willingdon Ave, Burnaby V53 0J3
 Brokerage Address, City, Province, Postal Code

 Brokerage Phone / Fax Number

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644

D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. (the "Vendor") shall pay to the Purchaser's Agent a commission in the amount of 3.25% on 1st \$100,000 & 1.1625% on Balance of the adjusted NET Purchase Price on the property.



Purchaser's Initials for the purpose of Disclosure of Remuneration, not required by Vendor

The Purchaser's Agent Commission is calculated on the adjusted NET Purchase Price (Net Purchase Price is net of any GST, including net of but not limited to net of, Purchaser Incentives/Allowances/Credits, Parking Stall Purchase, Bicycle Locker Purchase and Optional Upgrade Items).

Commission is deemed earned when paid and received by the Purchaser's Agent's Brokerage on the following terms and conditions: 100% within 30 days after completion.

Purchaser's Agent acknowledges that commissions are paid by the Vendor and that Rennie and Associates Realty Ltd. is NOT responsible or liable in any manner for the commissions.

Should there be any discrepancies with regards to commission amounts payable to the Purchaser's Agent (including but not limited to commissions that may be posted on MLS, this acknowledgment and its terms shall prevail and be deemed correct by all parties).

In the event that our database records indicate after the execution of the Agreement that the Purchaser pre-registered at the Project without agency representation and/or made the initial visit to the sales centre without agency representation; the Vendor and/or Rennie Marketing Systems retains the right at their sole discretion to instead pay a commission of \$500.00 to the Purchaser's Agent.

The Agent covenants with, and represents and warrants to the Vendor that:

- (a) The Agent holds and will continue to hold a valid British Columbia real estate license issued pursuant to the *Real Estate Services Act* (British Columbia) ("RESA");
- (b) The Brokerage holds and will continue to hold a valid British Columbia real estate license issued pursuant to RESA
- (c) The Agent and the Brokerage will fully comply with the respective obligations under the Proceeds of Crime (Money Laundering and Terrorist Financing Act (Canada – FINTRAC) and with RESA and their respective regulations, rules, policies thereunder or relating thereto, and other applicable laws.
- (d) The Agent agrees to keep all details of any offer or subsequent counter offers confidential.
- (e) Agent acknowledges and authorizes that Rennie Marketing Systems, its Sub-Agents and/or the Vendor may have direct correspondence with the Purchaser in regards to providing project updates, legal notices, mortgage offerings and information requests.

Date: November 17, 2020

★ [Signature]
 Purchaser's Agent Signature

Per: Rennie Marketing Systems

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Alex Ng
 Per: _____
 (Authorized Signatory)

Carleton Addendum

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 17, 2020 made between **D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd.** as Vendor, and Catherine Loo as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

~~The Completion date will be January 27, 2021~~

~~The Possession date will be January 28, 2021~~

~~The Adjustment date will be January 28, 2021~~

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Completion Date shall not occur prior to January 27, 2021

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Possession Date shall not occur prior to January 28, 2021

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Adjustment Date shall not occur prior to January 28, 2021

DS [eL]
AN [eL]
DS [eL]
AN [eL]
DS [eL]
AN [eL]

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: Nov 17, 2020

★ Authenticator
Catherine Allison Galvin Loo
11/19/2020 1:41:02 PM PST
Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex Ng
(Authorized Signatory)

Carleton Deposit Receipt

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Date: Nov 17, 2020

Purchaser(s): Catherine Loo

Name of Account
Holder:

Same as
Purchaser(s)

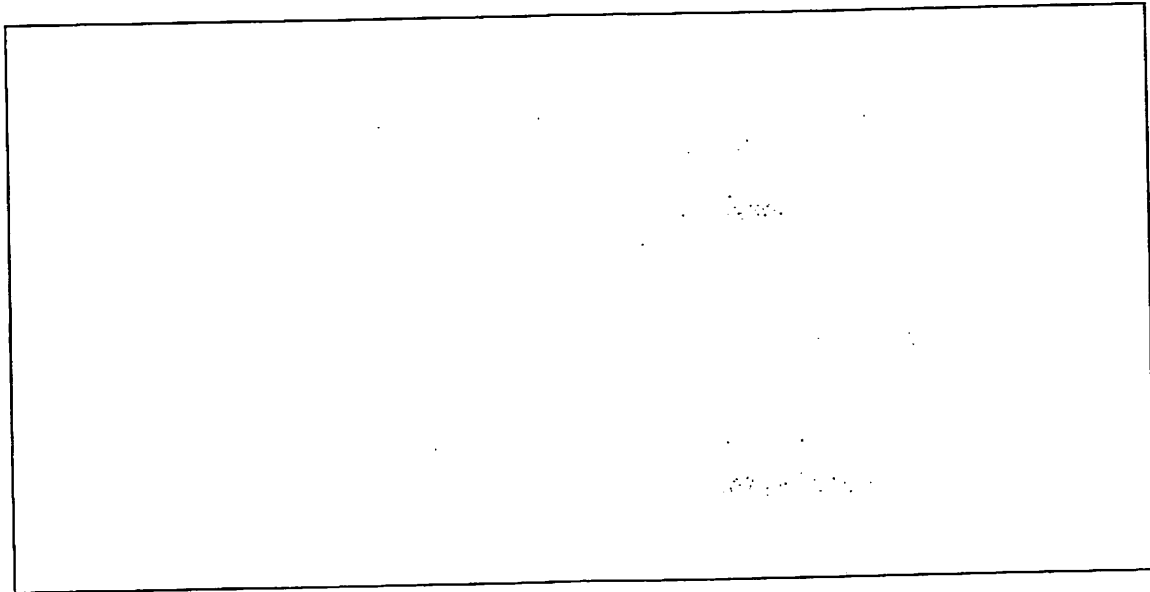
Different from purchaser, insert name below

Name of Account Holder:

(Complete 3rd Party FINTRAC should the name of the account holder differ from the Purchaser on Contract)

Received in good order,
A Deposit in the amount of \$ _____

Attached: PAYABLE TO "Owen Bird Law Corporation In Trust"



Received By: _____

Carleton
Notice of Waiver of Purchaser's Condition

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 17, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Catherine Loo as Purchaser(s) in respect of the above-mentioned property (the "Agreement"),

The Purchaser hereby notifies the Vendor that the following condition precedent is hereby declared waived or fulfilled by the Purchaser effective as of the date hereof:

- 1) Subject to a new first mortgage being made available to the Buyer at terms and conditions satisfactory to the Buyer.
- 2) Subject to the Buyer, at the Buyer's expense obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Note: Only the benefiting party(ies) waiving or declaring fulfilled conditions are required to sign this notice. A party receiving this notice may (but is not required to) sign to acknowledge receipt.

Date: Nov 27, 2020

Authenticator
Catherine Alison Ga-Lin Loo
Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per Alex Ng
(Authorized Signatory)

SCHEDULE "E"
(Court Approved Sale Agreement)

DATE: NOV 17, 2020

CONTRACT OF PURCHASE AND SALE RE:

Lot 1 DL 121 Group 1
New Westminster District Plan EPP56644
PID 029-877-555

Civic Addresses:

4223 Hastings Street, Burnaby, British Columbia
4225 Hastings Street, Burnaby, British Columbia
4229 Hastings Street, Burnaby, British Columbia

including all improvements thereon, personal property therein and all other property and assets related thereto (collectively the "Property"), between "D. Manning & Associates Inc." (defined below), and CATHERINE LOO (the "Buyer") of today's date (the "Agreement of Purchase and Sale").

Notwithstanding any term or condition contained in the Agreement of Purchase and Sale, whether contained herein or otherwise, on entering into the Agreement of Purchase and Sale the parties hereto agree as follows:

1. D. Manning & Associates Inc., Court-Appointed Receiver and Manager of the Assets, Undertakings and Property of Censorio Group (Hastings & Carleton) Holdings Ltd. ("D. Manning & Associates Inc.") pursuant to a Court Order in Action No. H-200039 (Vancouver Registry) of the Supreme Court of British Columbia (the "Court") and not in its personal capacity, agrees to present the Agreement of Purchase and Sale to the Court for approval and in so doing is not contractually or otherwise liable to any party in any way.

2. The Buyer accepts the Property "as is, where is" as of the Possession Date and covenants and agrees to save D. Manning & Associates Inc. harmless from any and all claims including, without limitation, those resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreements, covenants, caveats, rights of way and easements.

3. The Buyer acknowledges and agrees that D. Manning & Associates Inc. makes no representations and/or warranties of any nature or kind whatsoever, including, without limitation, with respect to the Property, the fitness, condition (including environmental condition), zoning or lawful use of the Property and agrees to accept the Property in a "as is, where is" condition and subject to any outstanding work orders or notices of infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including sub-division agreements, covenants, caveats, rights of way and easements.

4. The Buyer acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of value.

5. The Buyer acknowledges that the fixtures and chattels presently on the premises are to be taken by the Buyer at the Buyer's own risk completely, without representation or warranty of any kind from D. Manning & Associates Inc. as to the ownership or state of repair of any such fixtures and chattels. Without limitation, to the extent that D. Manning & Associates Inc. is unable to convey title to any chattels, separate arrangements will have to be made by the Buyer with any owner of any chattels in order for the Buyer to take title to any chattels.

6. The Buyer acknowledges that any information supplied to the Buyer by D. Manning & Associates Inc. or its agents or representatives is and was supplied without any representation or warranty with respect to the accuracy of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Buyer.

7. The Buyer hereby waives any requirement for D. Manning & Associates Inc. to provide to the Buyer a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulations in respect thereto.

8. D. Manning & Associates Inc. shall provide the Buyer with only those keys to the premises comprising the Property that are in its possession.

9. The Agreement of Purchase and Sale is subject to approval by the Court within 20 business days after the removal of the Buyer's Conditions Precedent (if applicable) or the acceptance by D. Manning & Associates Inc., whichever is later. This condition is for the sole benefit of D. Manning & Associates Inc.

10. D. Manning & Associates Inc. intends to maximize the proceeds of sale within the Court approval process. This offer will become public information prior to the Court approval date, and the Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. D. Manning & Associates Inc. may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. D. Manning & Associates Inc. gives no undertaking to advocate the acceptance of this offer. To protect its interest in purchasing the Property, the Buyer acknowledges and agrees that a representative should attend at the Court hearing on behalf of the Buyer and be prepared there to make such amended or increased offer to purchase the Property as the Court may permit or direct, and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court.

11. The Agreement of Purchase and Sale may be terminated at D. Manning & Associates Inc.'s sole option if:

a) At any time prior to Court approval, D. Manning & Associates Inc. determines it is inadvisable to present the Agreement of Purchase and Sale to the Court;

b) At any time prior to Court approval, the security which is the subject of the Court proceedings is redeemed; or

c) The Court makes an order cancelling or changing the power of sale;

and in any such event D. Manning & Associates Inc. shall have no further obligations or liability to the Buyer under the Agreement of Purchase and Sale or otherwise. This condition is for the sole benefit of D. Manning & Associates Inc.

12. In the event that:

a) The mortgagor or any other person shall become entitled to redeem, assign or place the mortgage in good standing and does so prior to the completion of the sale; or

b) D. Manning & Associates Inc. is unable to complete the sale pursuant to the Court Order;

then D. Manning & Associates Inc. shall have the right to terminate the Agreement of Purchase and Sale and upon giving written notice to the Buyer that it is so doing, the Agreement of Purchase and Sale shall be cancelled, without interest or deduction. Written notice shall be deemed to be validly given if received by the agent or solicitor or notary for the Buyer.

13. D. Manning & Associates Inc. shall not be required to furnish any title documents and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.

14. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, D. Manning & Associates Inc. may at its option either terminate or reaffirm the Agreement of Purchase and Sale, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to D. Manning & Associates Inc. on account of damages without prejudice to any of D. Manning & Associates Inc.'s other remedies.

15. The Completion, Possession and Adjustment dates shall not be later than the later of the tenth (10th) business day after the date of Court approval, or such date as the Buyer and D. Manning & Associates Inc. shall agree upon.

16. The Buyer acknowledges and agrees to provide the net sale proceeds to Owen Bird Law Corporation, In Trust, by way of wired transfer of funds.

17. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and, taken together, will constitute one and the same instrument.

18. In addition to the purchase price, the Buyer is liable for all applicable Goods and Services Tax, Property Transfer Tax, Provincial Sales Tax and any other applicable taxes.

19. No property disclosure statement concerning the Property forms part of the Agreement of Purchase and Sale.

20. In the event of any conflict or inconsistency between the terms of the Agreement of Purchase and Sale and this Schedule E, the terms of this Schedule E shall prevail.

Witness _____

Authenticator
★ Catherine Alison Gartin-Loo
Buyer 11/17/2020 10:01:03 PM PST

**D. MANNING & ASSOCIATES INC.
COURT-APPOINTED RECEIVER AND MANAGER
OF THE ASSETS, UNDERTAKINGS AND
PROPERTY OF CENSORIO GROUP (HASTINGS
& CARLETON) HOLDINGS LTD.
(not in its personal capacity)**

Witness _____

DocuSigned by:
Per: Alex Ng
Authorized Signatory

Carleton
Deposit Receipt

RE: Proposed Strata Lot 9 (Unit No. 208) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644.

Date: December 1, 2020

Purchaser(s): Catherine Loo

Name of Account Holder: Same as Purchaser(s) Different from purchaser, insert name below

Name of Account Holder:

(Complete 3rd Party FINTRAC should the name of the account holder differ from the Purchaser on Contract)

Received in good order,
A Deposit in the amount of \$ 24,500

Attached: PAYABLE TO "Owen Bird Law Corporation In Trust"

THIS DOCUMENT CONTAINS SECURITY FEATURES. SEE REVERSE.

1500114 0010

Scotiabank CANADIAN DOLLAR DRAFT 846136
RICHMOND CBC AND MAIN BRANCH
RICHMOND BC V6Y 2B3

DATE 7 Q 2 0 Y 1 1 D 2 0

PAY TO ORDER OF OWEN BIRD LAW CORPORATION, IN TRUST \$ 24,500.00

SUM OF EXACTLY 24,500 DOLLARS ***** 00/100 CANADIAN FUNDS

TO: ANY BRANCH OF THE BANK OF NOVA SCOTIA

AUTH NO. <u>2036</u>	THE BANK OF NOVA SCOTIA
AUTH NO. <u>A1981</u>	AUTHORIZED OFFICER <u>[Signature]</u>
	AUTHORIZED OFFICER

Re: Catherine Loo

⑈846136⑈ ⑆38562002⑆ 0000043 50690⑈

Received By: [Signature]

0019886-0

© Registered trademark of The Bank of Nova Scotia

D.R.I.V.E.R'S L.I.C.E.N.C.E
British Columbia CAN

DL: 1397630

DOB: 1992-Jun-04

Issued: 2018-May-14

Expires: 2023-Jun-04



BRITISH COLUMBIA



Hair: BRN

Wt: 50.5 kg Ht: 166 cm

Class: 5

Restrictions/
Endorsements:

Sex: F Eye: BRN



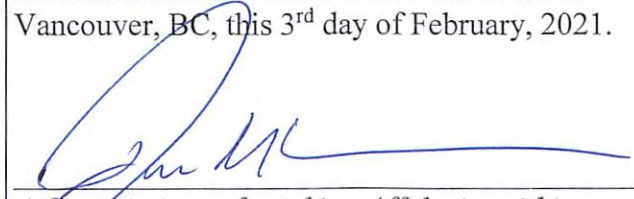
CANADA

221-7480 ST. ALBANS RD
RICHMOND BC V6Y 2K6

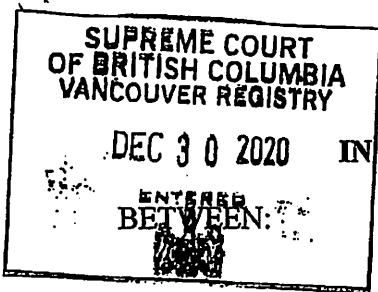
CATHERINE ALISON GA-LIN

LOO,

This is Exhibit "B" referred to in the Affidavit of MARGARET KWAN sworn before me at Vancouver, BC, this 3rd day of February, 2021.



*A Commissioner for taking Affidavits within
British Columbia*



No. H 200039
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

PEOPLES TRUST COMPANY

Petitioner

AND:

CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD. ET AL

Respondents

**ORDER MADE AFTER APPLICATION
(VESTING ORDER)**

BEFORE)	THE HONOURABLE MADAM)	FRIDAY, THE 20 DAY OF
))	NOVEMBER, 2020
)	JUSTICE DOUGLAS)	

ON THE APPLICATION of D. MANNING & ASSOCIATES INC. (the "Receiver") made this day at Vancouver, British Columbia, and on reading the Order of Madam Justice Douglas pronounced November 20, 2020, and on reading the Receiver's Certificate dated December 23, 2020:

THIS COURT ORDERS THAT:

- The sale of the following lands and premises:
 City of Burnaby
 Parcel Identifier: 031-227-708
 Strata Lot 9 District Lot 121 Group 1 NWD Strata Plan EPS5728
 (the "Lands")

to Cathrine Loo, Physiotherapist, of 221-7480 St. Albans Road, Richmond BC V6Y 2K6 or if amended or assigned by the purchasers and agreed to by the Receiver, as set out in a letter from the solicitors for the Receiver, on the terms and conditions set out in the Contract of Purchase and Sale dated November 17, 2020 and accepted November 20, 2020 for the sum of \$490,000 is hereby approved.

2. Upon filing a certified copy of this Order in the New Westminster Land Title Office together with a letter from the Receiver's solicitor authorizing such registration and subject to the terms of this Order, the Lands be conveyed to and vest in the purchaser Cathrine Loo, in fee simple, free and clear of any estate, right, title, interest, equity of redemption, and other claims of the parties, except the reservations, provisos, exceptions, and conditions expressed in the original grant(s) thereof from the Crown.

3. The dates for completion, adjustment and possession be set at 12 business days following the issuance of an Occupancy Permit or so soon before or so soon thereafter as the Receiver and the purchasers shall agree.

4. The net purchase price after adjustments shall be paid to OWEN BIRD LAW CORPORATION, in trust, and shall be paid out in accordance with the following priorities without further order:

- a) in payment of any outstanding property taxes, water and sewer rates;
- b) in payment of real estate commission and GST, if payable;
- c) to The Owners, Strata Plan EPS5728, the amount appropriately due pursuant to Section 116 of the *Strata Property Act*;
- d) GST, if payable;
- e) to the Receiver to the credit of this proceeding.


5. For the purpose of issuing title in respect of the Lands, the following charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation be cancelled insofar as they apply to the Lands:

RESPONDENTS/CHARGE HOLDERS	NATURE OF INTERESTS	REGISTRATION NUMBERS
PEOPLES TRUST COMPANY	Mortgage	CA6245585
	Assignment of Rents	CA6245586
	Certificate of Pending Litigation	CA7994287
	Certificate of Pending Litigation	CA7996226
BANCORP GROWTH MORTGAGE FUND II LTD., BANCORP BALANCED MORTGAGE FUND II LTD. and BANCORP FINANCIAL SERVICES INC.	Mortgage	CA6245684 modified by CA7557828
	Assignment of Rents	CA6245685 modified by CA7557829
PK CAPITAL LTD.	Mortgage	CA7219414
	Assignment of Rents	CA7219415
ALL CANADIAN INVESTMENT CORPORATION	Certificate of Pending Litigation	CA7750158
FBM CANADA GSD, INC.	Claim of Builders Lien	CA7847746
MEDINA CONCRETE SERVICES LTD.	Claim of Builders Lien	CA7883860
TUCUVAN CONSTRUCTION LTD.	Claim of Builders Lien	CA7914853
OMNI DRYWALL LTD.	Claim of Builders Lien	CA7929493
1223293 B.C. LTD.	Claim of Builders Lien	CA7992704
RAHUL GLASS LTD.	Claim of Builders Lien	CA7995006

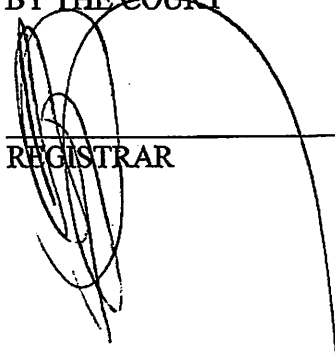
together with any other charges, liens, encumbrances, caveats, mortgages, or certificates of pending litigation registered against the Lands subsequent to 11:33 am on January 23, 2020 being the time and date of the registration of the Petitioner's Certificate of Pending Litigation No. CA7996226 which had been released to permit registration of the Strata Plan herein.

6. The parties may apply for such further direction as may be necessary to carry out this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Receiver,
Heather A. Frydenlund,

BY THE COURT


REGISTRAR

No. H-200039
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

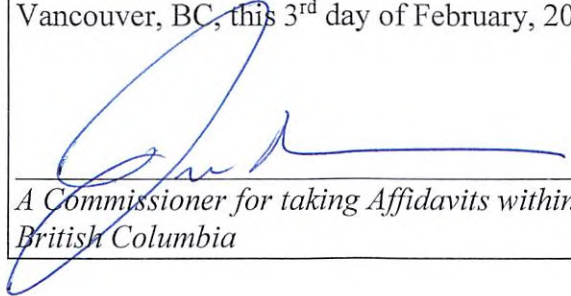
**CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD. ET AL**

Respondents

**ORDER MADE AFTER APPLICATION
(VESTING ORDER)**

**OWEN BIRD LAW CORPORATION
P.O. Box 49130
Three Bentall Centre
2900 - 595 Burrard Street
Vancouver, BC V7X 1J5
Attention: Alan A. Frydenlund, Q.C.
File No. 23024-0093**

This is Exhibit "C" referred to in the Affidavit of MARGARET KWAN sworn before me at Vancouver, BC, this 3rd day of February, 2021.



*A Commissioner for taking Affidavits within
British Columbia*

SL No. 3 Suite No. 103

- 1.05 Parking: The Strata Lot will include 1 parking stall(s) and/or 1 storage locker(s), as described in the Disclosure Statement. The Purchaser acknowledges that any parking stall provided may have limited overhead capacity and/or may be suitable for a small car only. The Vendor reserves the right to allocate the parking stall(s) and/or storage locker(s) in its sole discretion without consultation with the Purchaser.
- 1.06 D. MANNING & ASSOCIATES INC., is acting as the Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. and neither it nor its directors or officers have any personal or corporate liability under the Disclosure Statement or this Agreement.
- 1.07 The acceptance by the Vendor of this Agreement is made subject to the terms of the anticipated Vesting Order (as hereinafter defined) to be granted by the Court (as hereinafter defined), and subject to Court approval. The Vendor's obligation prior to Court approval is limited to presenting this Agreement to the Court. The Vendor is subject to the jurisdiction and discretion of the Court to entertain other offers, and to consider other offers presented by the Vendor or others, and the Court may make any further orders with respect to the Strata Lot. The Vendor gives no undertaking to advocate for the Court's approval of this Agreement and may advocate for the Court's approval of any competing offer presented to the Court if the terms of such a competing offer are considered by the Vendor to be more favourable. Conditional offers will not be presented to the Court until conditions are waived or satisfied, and any non-conditional offers for the Strata Lot may be presented to the Court before waiver or satisfaction of conditions in a conditional offer.
- 1.08 The Purchaser hereby acknowledges to the Vendor and to its agent, Rennie Marketing Systems (the "Listing Agent"), that he/she/they:
 - has/have an agency relationship with Rennie & Associates Realty as agent/brokerage (the "Selling Agent") and Jordan Wong as their salesperson and is relying on its Selling Agent for advice in connection with this Agreement and the purchase of the Strata Lot; or
 - has/have no agency relationship.

The Purchaser further acknowledges to the Vendor and to the Listing Agent that the Vendor and/or the Listing Agent has disclosed to the Purchaser the agency relationship between the Listing Agent and the Vendor and that while fully representing the Vendor as its agent, the Listing Agent will assist the Purchaser in the following areas: (i) preparation of this Offer; (ii) answering the Purchaser's questions with respect to this Offer; and (iii) presenting this Offer to the Vendor.
- 1.09 Remuneration to Agents: The Vendor (a) hereby agrees to pay a commission as per the listing agreement between the Vendor and the Listing Agent; and (b) authorizes and instructs the Purchaser and anyone acting on behalf of the Purchaser to pay such commission out of the proceeds of sale and forward copies of the Vendor's Statement of Adjustments to the Selling Agent brokerage / Listing Agent brokerage, as requested forthwith after completion. The Vendor and the Purchaser further agree that the Vendor's aforementioned authorization and instruction is a confirmation of the equitable assignment to anyone acting on behalf of the Vendor or the Purchaser.

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AN	Vendor

SCHEDULES AND ADDENDA

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

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Schedule "A" | <input checked="" type="checkbox"/> Vendors Condition | <input checked="" type="checkbox"/> Addendum |
| <input checked="" type="checkbox"/> Schedule "E" | <input checked="" type="checkbox"/> Designated Agency | <input checked="" type="checkbox"/> Purchasers Conditions |
| <input checked="" type="checkbox"/> ACK Construction Completion | <input checked="" type="checkbox"/> ACK Agent Commission | <input type="checkbox"/> |

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

This Offer to Purchase and Agreement of Purchase and Sale (the "Offer" and, upon acceptance, the "Agreement") will be open for acceptance by the Vendor up to and including 6:00 PM PST time on the 5th day of November, 2020 and upon acceptance by the Vendor will be a binding agreement for the purchase and sale of the Strata Lot on the terms and conditions contained herein, including the terms and conditions contained in Schedule "A" and any other schedules and addenda attached hereto.

THE PURCHASER HAS EXECUTED THIS OFFER this 4th day of November, 2020.

Witness

Purchaser

DocuSigned by:


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Witness

Purchaser

This Offer to Purchase is accepted by the Vendor this _____ day of 11/5/2020, 2020.

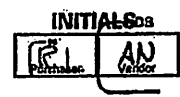
D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD.

DocuSigned by:

Per: Alex Ng
Authorized Signatory
B45F-A70BC9894D3...

DEPOSIT RECEIPT

In respect of the INITIAL DEPOSIT, the Vendor hereby acknowledges receipt of a cheque, certified cheque or bank draft made payable to "Owen Bird Law Corporation in Trust" in the amount of \$ _____.

Per: _____
Sales Associate



SCHEDULE "A"

1. AGREEMENT

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

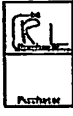
- (a) the exceptions listed in Section 23(2) of the *Land Title Act* (British Columbia);
 - (b) the charges and encumbrances referred to in the Disclosure Statement; and
 - (c) claims of builders' liens if the Vendor's Solicitors (hereinafter defined) have undertaken to remove same in accordance with subparagraph 10.1(b) hereof
- (collectively the "Permitted Encumbrances").

2. DESCRIPTION OF STRATA LOT

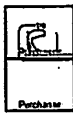
2.1 The Strata Lot will be part of the Development to be constructed on the Lands, substantially as shown on the Preliminary Strata Plan. The Purchaser acknowledges that the Strata Lot will include the items set out in paragraph 1.02 of this Agreement.

3. DISCLOSURE STATEMENT

3.1 The Purchaser acknowledges that the Purchaser has received a copy of the disclosure statement for the Development dated July 8, 2020 including all amendments thereto, if any, filed up to the date of this Agreement (collectively, the "Disclosure Statement") and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Purchaser of this Agreement will constitute a confirmation of the Purchaser's receipt of the Disclosure Statement. The Disclosure Statement contains provisions explaining the obligations of the owner of the Strata Lot to pay monthly contributions to the common expenses of the Strata Corporation.



3.2 Without in any way limiting paragraph 12.3, the Purchaser acknowledges and agrees that the Disclosure Statement (as defined above) and any future amendments to the Disclosure Statement may, in the Vendor's sole discretion, be provided to the Purchaser by electronic means. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to advise the Vendor of any changes to the Purchaser's contact information, including but not limited to the Purchaser's e-mail address, and the Purchaser covenants to provide the Vendor with written notice of any such changes.



4. PURCHASE PRICE, DEPOSIT AND PAYMENT

4.1 The Purchaser will pay the Purchase Price to the Vendor as follows:

- (a) The deposit monies in the amounts set out in paragraph 1.01 on Page 1 of this Agreement will be paid by the Purchaser to "Owen Bird Law Corporation" (the "Vendor's Solicitors"), "in trust". If the estimated interest to be earned will exceed the Vendor's Solicitors' reasonable administration costs, the Vendor's Solicitors will invest the deposit monies in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Purchaser, except as otherwise expressly provided herein; and
- (b) The Balance (as defined on Page 1 of this Agreement) plus or minus adjustments pursuant to paragraph 5.2 hereof will be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft in accordance with the provisions of paragraph 10.1 hereof.

4.2 Subject to paragraphs 4.3 and 4.5 below, the Deposit will be dealt with as follows:

- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit will form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon (less the Vendor's Solicitors' related reasonable administrative fees not to exceed \$175.00) will be paid to the Purchaser, provided that the Vendor may transfer the Deposit from an interest bearing to non-interest bearing account at least one (1) month prior to the estimated Completion Date in order to allow the interest amount to be fixed and in such case, the interest earned on the Deposit, less the Vendor's Solicitors' reasonable administration fees not to exceed \$175.00, will be adjusted for as a credit to the Purchaser on the statement of adjustments;
- (b) If the Purchaser defaults on any of the Purchaser's obligations set out herein including without limitation the obligation of the Purchaser to complete the purchase of the Strata Lot on the Completion Date pursuant to this Agreement then:
 - (i) the Vendor may, at its election, terminate this Agreement by notice in writing delivered to the Purchaser; and

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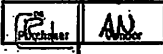
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- (ii) the Vendor's Solicitors, upon receipt of the written certification from the Vendor required in accordance with Section 18(4) of the *Real Estate Development Marketing Act*, and without prejudice to any other right or remedy of the Vendor, shall pay the non-refundable Deposit and all interest accrued thereon to the Vendor on behalf of the Purchaser as liquidated damages. The parties hereby agree that such amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor and that such Deposit is non-refundable. The Vendor reserves the right to claim for further damages.

For greater certainty, for purposes of Section 18(4) of the *Real Estate Development Marketing Act*, if the Purchaser fails to pay a subsequent deposit or the balance of the Purchase Price when required, the Vendor may elect to cancel this Agreement and, if the Vendor makes such election, the amount of the Deposit is forfeited to the Vendor. The Purchaser further acknowledges and agrees that the Vendor's Solicitors are entitled to rely on the Vendor's written statement that the Purchaser is in breach of a covenant or obligation hereunder and may pay the Deposit to the Vendor under this paragraph 4.2(b) notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser;

- (c) if this Agreement is terminated in accordance with the terms of either of paragraphs 5.1 or 12.2 hereof, then the Deposit together with all interest accrued thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed \$175.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor; and
- (d) If this Agreement is not terminated in accordance with the terms of either of paragraphs 5.1 or 12.2 hereof and the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon (less the Vendor's Solicitors' reasonable administrative fees not to exceed \$175.00) will be paid by the Vendor's Solicitors to the Purchaser and the Purchaser will have no further claim against the Vendor.
- 4.3 In accordance with Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) and as discussed in Section 7.1 of the Disclosure Statement) with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. The Vendor, at its sole option, may enter into a deposit protection contract as provided by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot and in such case, the Deposit (or such portion thereof) shall be released by the Vendor's Solicitors to the Vendor in accordance with such insurance contract or security agreement and the provisions of this Agreement shall be deemed to have been amended accordingly. Notwithstanding anything else provided herein, if the Vendor enters into a deposit protection contract as contemplated in this paragraph 4.3, the Purchaser acknowledges that no interest will accrue nor be earned on the Deposit as of the date such deposit protection contract is entered into.
- 4.4 Notwithstanding the provisions of paragraph 4.2 above, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser irrevocably authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).
- 4.5 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:
- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof; and
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.
- 4.6 Lien Holdback. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "Lien Holdback") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable land title office (the "Land Title Office") in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the earlier of (a) the date set out in the *Strata Property Act* (British Columbia) and/or the *Builders Lien Act* (British Columbia), and (b) the 56th day after the Strata Lot is conveyed to the Purchaser, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public (the "Purchaser's Solicitor") notifies the Vendor's Solicitors in writing by 4:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the Lien Holdback into the Supreme Court of British Columbia (the "Court") if desired by the Vendor.
5. COMPLETION, POSSESSION AND ADJUSTMENT DATES
- 5.1 Completion Date. The Purchaser will pay the Balance at the Purchaser's expense by way of CERTIFIED CHEQUE or BANK DRAFT to the Vendor's Solicitors by NO LATER THAN 4:00 p.m. on the Completion Date (defined below). The completion of the purchase and sale of the Strata Lot will take place on that date (the "Completion Date") specified in a written notice from the Vendor to the Purchaser to be delivered to the Purchaser or the Purchaser's Solicitor no later than that date which is between two and 60 days after the later of (i) the date that title to the Strata Lot is issued in the Land Title Office, (ii) the date that the Strata Lot is ready to be occupied, and (iii) the date that the Court approves this Agreement. The Completion Date specified in the aforesaid notice will be a minimum of 10 business days (or as otherwise may be agreed between the parties) and no more than 30 days from the date of delivery of the notice. Whether the Strata Lot is ready to be occupied refers only to the Strata Lot and not to any other strata lot or

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common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Burnaby (the "City") has given oral or written permission to occupy the Strata Lot, whether such permission is temporary, conditional, provisional or final. If the Completion Date falls on a Saturday, Sunday, holiday or a day upon which the Land Title Office is not open for business, the Completion Date will be the next following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitor may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date for up to 30 days from time to time as required by notice of such delay to the Purchaser or the Purchaser's Solicitor. If the Completion Date has not occurred by December 31, 2020 (the "Outside Date"), then this Agreement will terminate and the Deposit together with any accrued interest thereon, less the Vendor's Solicitors' reasonable administration fees, will be promptly returned to Purchaser and each party will be released from all of its obligations to the other hereunder, provided that:

- (a) If the Vendor is delayed from completing the construction of the Strata Lot or satisfying any other conditions of closing as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
- (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this paragraph 5.1 and whether or not any delay described in this paragraph 5.1 has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur between July 31, 2020 and August 31, 2020 (the "Estimated Date Range"). The Purchaser acknowledges that the Estimated Date Range has been provided by the Vendor as a matter of convenience only and is not meant to be legally binding upon the Vendor, and that the actual Completion Date will be established in the manner set out above, which may be sooner or later than, or fall within, the Estimated Date Range.

5.2 **Adjustments:** The Purchaser will assume all taxes, rates, local improvement assessments, water rates, assessments of the strata corporation of which the Strata Lot forms part, including but not limited to an adjustment to credit the Vendor with the Purchaser's share of the prepaid insurance premium for the strata corporation, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made, as of and including the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Strata Lot, an estimated portion thereof as determined by the Vendor, acting reasonably, will be allocated to the Strata Lot in accordance with its unit entitlement as discussed in the Disclosure Statement. The Purchaser will pay GST and any other applicable value-added or sales tax in accordance with paragraph 6 below.

5.3 **Possession Date.** Provided the Vendor's Solicitors have received the Balance and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date and the Purchaser has satisfied all other requirements under this Agreement, the Purchaser will have possession of the Strata Lot on the day immediately following the Completion Date at 12:30 p.m. (the "Possession Date").

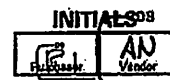
5.4 **Risk.** The Strata Lot and all other items included in the purchase and sale contemplated in this Agreement, will be and will remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time they will be at the risk of the Purchaser.

6. **GST**

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

7. **REPRESENTATIONS/ENTIRE AGREEMENT**

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



8. CONSTRUCTION

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

8.2 Notwithstanding paragraph 8.1, the Vendor represents and warrants that the area of the Strata Lot as shown on the Final Strata Plan will be no more than 5% smaller than the area of the Strata Lot as shown on the Preliminary Strata Plan. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by 5% or less, than the area of the Strata Lot as shown on the Preliminary Strata Plan, the Purchaser will have no entitlement to any reduction in the Purchase Price and no claim whatsoever against the Vendor in respect of such variation in the size of the Strata Lot. If the area of the Strata Lot as shown on the Final Strata Plan is smaller, by more than 5%, then the area of the Strata Lot as shown on the Preliminary Strata Plan, then the Purchase Price will be reduced by an amount determined in accordance with the following formula:

$R = (.95 - A/P) \times \text{the Purchase Price}$

where,

R = the amount of the reduction of the Purchase Price in accordance with this paragraph 8.2;

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

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

8.3 Subject to paragraph 9.1 below, the Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot or the Development prior to the Possession Date (as hereinafter defined) without the prior written consent of the Vendor, which consent the Vendor may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Vendor. The Purchaser hereby releases the Vendor, the Vendor's partners and their respective directors, officers, employees, agents, contractors and representatives (collectively, the "Released Parties") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person acting on behalf of the Purchaser in the Development, or any act or omission of the Purchaser or any person acting on behalf of the Purchaser while within the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.

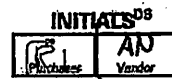


9. PRE-OCCUPANCY WALK THROUGH

9.1 The Vendor, or a representative of the Vendor, and the Purchaser, or a representative of the Purchaser, will together walk through the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. At the conclusion of such pre-occupancy walk through, a conclusive list of any defects or deficiencies will be prepared. The parties or their representatives will sign the list and the Purchaser will be deemed to have accepted the physical condition of the Strata Lot subject only to the listed defects or deficiencies. The Purchaser acknowledges and agrees that neither the Purchaser nor the Purchaser's representatives, agents or assigns will be allowed access to the Strata Lot except for the purpose of this pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Vendor. Any refusal or waiver by the Purchaser of its rights to complete the pre-occupancy walk through in accordance with this section will be deemed by the Purchaser to be a waiver and forfeiture of such right. If the Purchaser of the Strata Lot fails to complete the pre-occupancy walk through in accordance with this paragraph 9.1, or fails to sign the list of defects and deficiencies, or if there is any dispute as to defects or deficiencies, the project architect for the Development will settle the list of defects and deficiencies or the matter in dispute, it being agreed that such determination by the project architect will be binding upon the parties and need not occur prior to the Completion Date. The Vendor will remedy the defects or deficiencies noted on the list, or as settled by the project architect, as soon as reasonably possible after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies which may exist on the Completion Date.

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

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10. CONVEYANCE, RISK, PERMITTED ENCUMBRANCES

10.1 Conveyance.

(a) Title to the Strata Lot shall be transferred to the Purchaser by registration in the Land Title Office of either a court order that vests title in the Purchaser (the "Vesting Order") or a Form A Transfer (the "Transfer"). In either event, it will be the responsibility of the Purchaser or the Purchaser's Solicitor to prepare the documents necessary to complete this transaction including without limitation the Vesting Order or the Transfer, as the case may be, in registrable form, and a statement of adjustments, and to deliver such closing documents to the Vendor's Solicitors at least four (4) business days prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required in order to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia). The Vendor will not be required to execute or deliver any agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser other than the Vesting Order or the Transfer and the Vendor's statement of adjustments with such modifications as the Vendor shall require acting reasonably.

(b) On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances by way of either the Vesting Order or the Transfer and on or before the Completion Date. If the Vendor has existing financial charges to be cleared from title to the Strata Lot, the Vendor, while still required to clear such charges, may wait to pay out existing financial charges until immediately after receipt of the Balance of the adjusted Purchase Price. In this event, the Purchaser may pay the Balance of the adjusted Purchase Price to the Vendor's Solicitors in trust on their undertaking to pay the net sale proceeds in accordance with the Vesting Order or such other order of the Court as may be applicable (or on the Canadian Bar Association standard undertakings if the Transfer is used effect conveyance). If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Vesting Order or the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

- (i) deposited in trust with the Purchaser's Solicitor the cash balance of the adjusted Purchase Price not being financed by the new mortgage;
- (ii) fulfilled all the new mortgagee's conditions for funding except lodging the Vesting Order or the Transfer for registration; and
- (iii) made available to the Vendor's Solicitors an undertaking given by the Purchaser's Solicitor to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Vesting Order or the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds or withdraw the Vesting Order or the Transfer from registration at the Land Title Office.

10.2 The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including any federal and provincial sales, GST, value-added tax, sales tax, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot and any equipment and appliances included with the purchase of the Strata Lot. The Vendor shall bear all costs of clearing title and the cost of obtaining the Vesting Order, except that any amendments made to the Vesting Order at the Purchaser's request shall be subject to a fee in the amount of one thousand dollars (\$1,000).

10.3 The Vendor may not appear on title as the registered owner of the Strata Lot and the Purchaser agrees, notwithstanding any provision to the contrary herein or in the *Property Law Act* (or successor statute), to accept a Vesting Order or the Transfer and any other closing documents executed by D. Manning & Associates Inc. acting as the Receiver and Manager of the lands and property of Consortio Group (Hastings & Carleton) Holdings Ltd.


11. ASSIGNMENT BY PURCHASER

11.1 Assignment. Subject to paragraphs 11.2 and 11.3 below, the Purchaser may only assign the Purchaser's interest in this Agreement or direct the transfer of the Strata Lot to any other or additional party (an "Assignment") on or before that date which is one (1) month prior to the estimated Completion Date, and in any event, only if: (a) all or the portion of the Deposit required to have been paid on or before the proposed date of assignment have been paid; (b) the Vendor's form of assignment agreement is used; and (c) the Purchaser has obtained the prior written consent of the Vendor which consent may be unreasonably withheld. If the Vendor's consent is not obtained, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein on the Completion Date. If the Purchaser, on the terms and conditions set out herein, assigns the Purchaser's interest in the Strata Lot or this Agreement or directs the transfer of the Strata Lot to any other or additional party, as consideration for the Vendor agreeing to the Assignment, and for any associated legal and administrative costs in connection with the Assignment, the Purchaser will pay to the Vendor an amount (the "Administration Fee") equal to 1.5% of each of (i) the Purchase Price and (ii) any consideration received by the Purchaser in respect of the Assignment plus GST and any other applicable value-added or sales tax, on such amount. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Agreement or direction of transfer to any other person will release the Purchaser from any of the Purchaser's obligations or liabilities hereunder.

11.2 In the event of an assignment pursuant to paragraph 11.1 of this Agreement, the Purchaser will remain fully liable under this Agreement and such assignment will not in any way relieve the Purchaser of his or her obligations hereunder.

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- 11.3 The Purchaser will not advertise or solicit offers from the public nor list the Strata Lot on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Strata Lot prior to the Completion Date (as defined in paragraph 5.1 of this Agreement) without the prior, express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor in the Vendor's sole discretion.
- 11.4 Without the developer's prior consent, any assignment of a purchase agreement is prohibited.
- 11.5 An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- 11.6 Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
- 11.7 Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:
 - (a) the party's identity;
 - (b) the party's contact and business information;
 - (c) the terms of the assignment agreement.
- 11.8 Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency."

12. MISCELLANEOUS

- 12.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, subject to adjustments thereto as provided for herein, and any other monies payable by the Purchaser hereunder are paid when due, then the Vendor may, at the option of the Vendor in its sole discretion, either:
 - (a) terminate this Agreement and in such case the entire Deposit, including both paid and unpaid portions thereof, and all interest accrued thereon will be absolutely forfeited to the Vendor, which payment shall be non-refundable, shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims or remedies by the Vendor against the Purchaser arising as a result of the default of the Purchaser; or
 - (b) elect to extend the time for completion, and revise such terms of this Agreement as may be required in order to accommodate the extension, and to complete the transaction contemplated by this Agreement, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable by the Purchaser hereunder at the rate of 3.0% per annum above the annual rate of interest designated by the Vendor's principal bank as its "prime rate", as that rate may change from time to time, which interest will be calculated daily from and including the date upon which such payment and amounts were due pursuant to the terms hereof to and including the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subparagraph 12.1(b) above the Vendor, in its sole discretion, may thereafter elect to terminate this Agreement pursuant to subparagraph 12.1(a) above or permit one or more further extensions pursuant to subparagraph 12.1(b) above.

Should any extension of the Completion Date pursuant to subparagraph 12.1(b) result in the Completion Date extending beyond the Outside Date, as discussed in paragraph 5.1 of this Schedule "A", the Outside Date will be deemed to be extended to the same date as the Completion Date, and will not give the Purchaser any rights to terminate this Agreement.

- 12.2 Condition Removal. Notwithstanding anything herein contained to the contrary, if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions, then the conditions will be set out in an addendum attached hereto and if such conditions exist then the Vendor may, on written notice delivered to the Purchaser, require the Purchaser to either satisfy or waive such conditions by the delivery of written notice to the Vendor within twenty-four (24) hours from the time the Vendor delivers its notice to the Purchaser. If the Purchaser's written notice either satisfying or waiving the Purchaser's conditions is not received by the Vendor within the time permitted as aforesaid, then this Agreement will terminate and the Deposit together with any accrued interest thereon, less the Vendor's Solicitors' reasonable administration fees, will be promptly refunded to Purchaser.
- 12.3 Notices and Tender. Any notice to be given by the Vendor to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Agreement or to the Purchaser's Solicitor at its offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by facsimile or other form of electronic communication capable of producing a printed copy to the Purchaser's Solicitor at its office or to the Purchaser. Such notice will be deemed to have been received if so delivered or transmitted when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing. The address, facsimile number (if any), or electronic mail address (if any) for the Purchaser will be as set out on Page 1 of this Agreement or such other address, facsimile number (if any), or electronic mail address (if any), the Purchaser has last notified the Vendor in writing. Any

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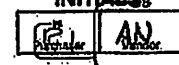
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notice to be delivered to the Purchaser may be delivered to the Purchaser or the Purchaser's Solicitor and any notice to be delivered to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and any such notice will be deemed to have been received, as provided for in the preceding provisions of this paragraph 12.3, in the same manner. Any documents or money to be tendered on the Vendor will be tendered by way of certified funds or bank draft and will be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.

- 12.4 Display Strata Lot. The Purchaser agrees that after completion of the transfer of the Strata Lot to the Purchaser as contemplated by this Agreement, the Purchaser will permit the Vendor to: (a) maintain professional signage on the common property of the Strata Corporation; (b) use and show the common property of the Strata Corporation and designated show suites to prospective purchasers, for the purposes of offering the balance of the unsold strata lots within the Development for sale; and (c) carry out construction work on the Development.
- 12.5 Municipal Address, Strata Lot Number, and Suite Number. The Purchaser acknowledges that the municipal address, if any, of the Development as described on Page 1 hereof as well as the strata lot number and suite number assigned to the Strata Lot as of the date of this Agreement may change prior to the completion of the transfer of the Strata Lot to the Purchaser as contemplated herein.
- 12.6 Governing Law. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.
- 12.7 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties will be deemed to have been given at the same time to both or all of such parties comprising the Purchaser.
- 12.8 Contractual Rights. The Offer to Purchase and this Agreement of Purchase and Sale resulting from the acceptance of the Offer to Purchase by the Vendor creates contractual rights only and not any interest in land.
- 12.9 Further Assurances. The Purchaser will do all further acts and things and execute all such further assurances as may be necessary in the Vendor's opinion to give full effect to the intent and meaning of this Agreement.
- 12.10 Successors and Assigns. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
- 12.11 References. All references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires.
- 12.12 Headings. The headings herein are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- 12.13 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of personal information about the Purchaser in connection with the transaction contemplated herein, including for the following purposes:
- (a) to obtain financing for the Vendor;
 - (b) to comply with requirements of the Vendor's lenders and bankers;
 - (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
 - (d) for insurance and warranty coverage for the Development for carrying out its services;
 - (e) to the property management company for the Development for carrying out its services;
 - (f) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
 - (g) to provide such information to the Vendor's Solicitors for all matters relating to this Agreement;
 - (h) to carry out and complete the purchase and sale of the Strata Lot to the Purchaser;
 - (i) to provide such information to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
 - (j) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
 - (k) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto;
 - (l) to comply with the *Freedom of Information and Privacy Act* (British Columbia) and regulations, rules and policies thereunder or relating thereto;
 - (m) to facilitate communications between the Purchaser and the Vendor; and
 - (n) to disclose the information to any entities affiliated or connected with the Vendor in order that such entity(ies) may provide the Purchaser with notice of real estate projects being developed by those affiliated entities.

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

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INITIALS:


services and involve the storage of personal information relating to the Purchaser both inside and outside of Canada.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and solicitors, promptly upon request, any additional personal information not contained herein that is required in order for such person to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and acknowledges that the foregoing consent applies to any such personal information. The Purchaser covenants and agrees to provide and to cause third parties to provide the Vendor, the Vendor's listing agent and the Vendor's Solicitor with all of the information required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules, policies thereunder or relating thereto.

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INITIALS
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Carleton
Addendum – Acknowledgement of Construction Completion Dates

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

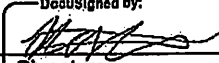
Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The Purchaser hereby acknowledges that the estimated date range of completion of construction is revised to between November 1, 2020 and November 30, 2020.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 4, 2020

DocuSigned by:

Purchaser's Signature
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Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex M
(Authorized Signatory)
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Carleton
Purchaser's Condition

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644.

Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 2020 made between **D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd.** as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

KL

The purchase and sale of the Strata Lot in the Development is subject to the following condition(s) being satisfied or waived on or before November 16, 2020 :

AN

subject to a new first mortgage being made available to the Buyer at terms and conditions satisfactory to the Buyer.

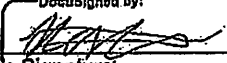
subject to the Buyer, at the Buyer's expense, obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value.

This condition is for the sole benefit of the Purchaser and may be waived unilaterally by the Purchaser in writing. If the Purchaser does not give the Vendor written notice of the satisfaction or waiver of the Purchaser's Condition on or before the date specified, this Agreement will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Development Marketing Act.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

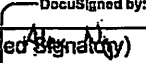
This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 4, 2020

DocuSigned by:

Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

Per: 
(Authorized Signatory)
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Carleton
Vendor's Condition - Occupancy

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644.

Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The purchase and sale of the Strata Lot in the Development is subject to the following conditions:

Occupancy Condition:

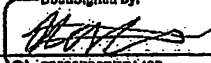
Subject to the Vendor receiving the Provisional Occupancy Permit for the Development from City of Burnaby on or before November 30, 2020. This condition is for the sole benefit of the Vendor and can be declared fulfilled or waived unilaterally.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Agreement will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Development Marketing Act.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 4, 2020

DocuSigned by:

Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex Ng
(Authorized Signatory)

Carleton
Addendum - Designated Agency & Unrepresented Party

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP58644.

Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 20 20 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

Purchaser(s) acknowledge that this Agreement has been prepared by Disa Lim, a licensed on-site sales representative of Rennie & Associates Realty Ltd. (the "Sub-Agent"), a sub-agent of Rennie Marketing Systems, the agent of the Vendor.

The Purchaser(s) acknowledge receiving, read and understood prior to entering into Agreement the brochure(s) published by the Real Estate Council of British Columbia entitled "Disclosure of Representation in Trading Services" and if the Purchaser has indicated the Purchaser is an Unrepresented Party in section 3 below, "Disclosure of Risk to Unrepresented Parties" (collectively, the "Realtor Brochures"), that it has been explained by the on-site sales representative in its entirety with respect to Agency and the risks associated with being an Unrepresented Party, acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

Designated Agency & Unrepresented Party Disclosure:

- 1. The Vendor has an agency relationship with Rennie Marketing Systems and its Sub-Agent Pursuant to a Sub-Agency Agreement with Rennie & Associates Realty Ltd.; and
- 2. The Purchaser has an agency relationship with Rennie & Associates Realty and Jordan Wong
Brokerage Designated Agent

OR

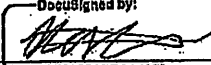
- The Purchaser(s) is an Unrepresented Party (as defined in the Realtor Brochures) and the on-site sales representative representing the Vendor can offer the following services without having any kind of agency relationship with the Purchaser:
 - o Share real estate statistics and general market information;
 - o Provide standard real estate contract for this development and other relevant documents;
 - o Help the Purchaser fill out a standard real estate contract for this development (but the on-site sales representative cannot advise the Purchaser about what to include in an offer);
 - o Communicate the Purchaser's messages to the Vendor, and from the Vendor to the Purchaser;
 - o Present the Purchaser's offers or counter offers to the Vendor, and from the Vendor to the Purchaser.

The Purchaser(s) acknowledge that they have been advised and informed that they have the right to seek independent legal representation before proceeding further with this transaction.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

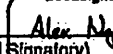
This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 4, 20 20

DocuSigned by:

Purchaser's Signature
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Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD.

DocuSigned by:

Per: Alex Ng
(Authorized Signatory)
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Carleton

Acknowledgement of Purchaser's Agent Commission

Jordan Wong
Purchaser's Agent Name
778-378-6888 / jwong@rennie.com
Purchaser's Agent Cellular/ Email

Rennie & Associates Realty
Brokerage Name
51 East Pender Street Vancouver, BC V6A1S9
Brokerage Address, City, Province, Postal Code
604-681-8898
Brokerage Phone / Fax Number

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644

D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. (the "Vendor") shall pay to the Purchaser's Agent a commission in the amount of 3.25% on 1st \$100,000 & 1.1625% on Balance of the adjusted NET Purchase Price on the property.



Purchaser's Initials for the purpose of Disclosure of Remuneration, not required by Vendor

The Purchaser's Agent Commission is calculated on the adjusted NET Purchase Price (Net Purchase Price is net of any GST, including net of but not limited to net of, Purchaser Incentives/Allowances/Credits, Parking Stall Purchase, Bicycle Locker Purchase and Optional Upgrade Items).

Commission is deemed earned when paid and received by the Purchaser's Agent's Brokerage on the following terms and conditions: 100% within 30 days after completion.

Purchaser's Agent acknowledges that commissions are paid by the Vendor and that Rennie and Associates Realty Ltd. is NOT responsible or liable in any manner for the commissions.

Should there be any discrepancies with regards to commission amounts payable to the Purchaser's Agent (including but not limited to commissions that may be posted on MLS, this acknowledgment and its terms shall prevail and be deemed correct by all parties).

In the event that our database records indicate after the execution of the Agreement that the Purchaser pre-registered at the Project without agency representation and/or made the initial visit to the sales centre without agency representation; the Vendor and/or Rennie Marketing Systems retains the right at their sole discretion to instead pay a commission of \$500.00 to the Purchaser's Agent.

The Agent covenants with, and represents and warrants to the Vendor that:

- (a) The Agent holds and will continue to hold a valid British Columbia real estate license issued pursuant to the *Real Estate Services Act* (British Columbia) ("RESA");
- (b) The Brokerage holds and will continue to hold a valid British Columbia real estate license issued pursuant to RESA
- (c) The Agent and the Brokerage will fully comply with the respective obligations under the Proceeds of Crime (Money Laundering and Terrorist Financing Act (Canada -- FINTRAC) and with RESA and their respective regulations, rules, policies thereunder or relating thereto, and other applicable laws.
- (d) The Agent agrees to keep all details of any offer or subsequent counter offers confidential.
- (e) Agent acknowledges and authorizes that Rennie Marketing Systems, its Sub-Agents and/or the Vendor may have direct correspondence with the Purchaser in regards to providing project updates, legal notices, mortgage offerings and information requests.

Date: November 4, 2020

DocuSigned by:
Jordan Wong
Purchaser's Agent Signature
392D18580B07419...

Per: Rennie Marketing Systems

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Alex Ng
Per: (Authorized Signatory)
048FA70C089403...

This acknowledgment must be signed by all parties prior to any commissions being paid out

**Carleton
Addendum**

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 2020 made between **D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd.** as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

The Completion Date will be December 8, 2020.

The Possession Date will be December 9, 2020.

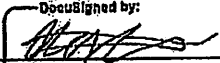
The Adjustment Date will be December 9, 2020.

In the event that the seller does not gain its occupancy Certificate from the City of Burnaby by November 30, 2020, the Completion Date, Possession Date, and Adjustment Date will be adjusted forwards by as many days after November 30, 2020 as the seller gains the Occupancy Certificate from the City of Burnaby.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 4, 2020

DocuSigned by:

Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per: Alex N.
(Authorized Signatory)
D48FA7D8C8894D3..

SCHEDULE "E"
(Court Approved Sale Agreement)

DATE: November 4, 2020

CONTRACT OF PURCHASE AND SALE RE:

Lot 1 DL 121 Group 1
New Westminster District Plan EPP56644
PID 029-877-555

Civic Addresses:

4223 Hastings Street, Burnaby, British Columbia
4225 Hastings Street, Burnaby, British Columbia
4229 Hastings Street, Burnaby, British Columbia

including all improvements thereon, personal property therein and all other property and assets related thereto (collectively the "**Property**"), between "D. Manning & Associates Inc." (defined below), and Ryan Lasaleta (the "**Buyer**") of today's date (the "**Agreement of Purchase and Sale**").

Notwithstanding any term or condition contained in the Agreement of Purchase and Sale, whether contained herein or otherwise, on entering into the Agreement of Purchase and Sale the parties hereto agree as follows:

1. D. Manning & Associates Inc., Court-Appointed Receiver and Manager of the Assets, Undertakings and Property of Censorio Group (Hastings & Carleton) Holdings Ltd. ("**D. Manning & Associates Inc.**") pursuant to a Court Order in Action No. H-200039 (Vancouver Registry) of the Supreme Court of British Columbia (the "**Court**") and not in its personal capacity, agrees, ~~subject to the other terms of the Agreement of Purchase and Sale,~~ to present the Agreement of Purchase and Sale to the Court for approval and in so doing is not contractually or otherwise liable to any party in any way.

2. The Buyer accepts the Property "as is, where is" as of the Possession Date and covenants and agrees to save D. Manning & Associates Inc. harmless from any and all claims including, without limitation, those resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreements, covenants, caveats, rights of way and easements.

3. The Buyer acknowledges and agrees that D. Manning & Associates Inc. makes no representations and/or warranties of any nature or kind whatsoever, including, without limitation, with respect to the Property, the fitness, condition (including environmental condition), zoning or lawful use of the Property and agrees to accept the Property in a "as is, where is" condition and subject to any outstanding work orders or notices of infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including sub-division agreements, covenants, caveats, rights of way and easements.

4. The Buyer acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of value.

5. The Buyer acknowledges that the fixtures and chattels presently on the premises are to be taken by the Buyer at the Buyer's own risk completely, without representation or warranty of any kind from D. Manning & Associates Inc. as to the ownership or state of repair of any such fixtures and chattels. Without limitation, to the extent that D. Manning & Associates Inc. is unable to convey title to any chattels, separate arrangements will have to be made by the Buyer with any owner of any chattels in order for the Buyer to take title to any chattels.

6. The Buyer acknowledges that any information supplied to the Buyer by D. Manning & Associates Inc. or its agents or representatives is and was supplied without any representation or warranty with respect to the accuracy of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Buyer.

7. The Buyer hereby waives any requirement for D. Manning & Associates Inc. to provide to the Buyer a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulations in respect thereto.

8. D. Manning & Associates Inc. shall provide the Buyer with only those keys to the premises comprising the Property that are in its possession.

9. The Agreement of Purchase and Sale is subject to approval by the Court within 20 business days after the removal of the Buyer's Conditions Precedent (if applicable) or the acceptance by D. Manning & Associates Inc., whichever is later. This condition is for the sole benefit of D. Manning & Associates Inc.

10. D. Manning & Associates Inc. intends to maximize the proceeds of sale within the Court approval process. This offer will become public information prior to the Court approval date, and the Buyer acknowledges and agrees that other prospective purchasers may attend in Court in person or by agent at the hearing of the motion to approve this Agreement of Purchase and Sale and such prospective purchasers may make competing offers which may be approved by the Court. D. Manning & Associates Inc. may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. D. Manning & Associates Inc. gives no undertaking to advocate the acceptance of this offer. To protect its interest in purchasing the Property, the Buyer acknowledges and agrees that a representative should attend at the Court hearing on behalf of the Buyer and be prepared there to make such amended or increased offer to purchase the Property as the Court may permit or direct, and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court.

11. The Agreement of Purchase and Sale may be terminated at D. Manning & Associates Inc.'s sole option if:

a) At any time prior to Court approval, D. Manning & Associates Inc. determines it is inadvisable to present the Agreement of Purchase and Sale to the Court;

b) At any time prior to Court approval, the security which is the subject of the Court proceedings is redeemed; or

c) The Court makes an order cancelling or changing the power of sale;

and in any such event D. Manning & Associates Inc. shall have no further obligations or liability to the Buyer under the Agreement of Purchase and Sale or otherwise. This condition is for the sole benefit of D. Manning & Associates Inc.

12. In the event that:

a) The mortgagor or any other person shall become entitled to redeem, assign or place the mortgage in good standing and does so prior to the completion of the sale; or

b) D. Manning & Associates Inc. is unable to complete the sale pursuant to the Court Order;

then D. Manning & Associates Inc. shall have the right to terminate the Agreement of Purchase and Sale and upon giving written notice to the Buyer that it is so doing, the Agreement of Purchase and Sale shall be cancelled, without interest or deduction. Written notice shall be deemed to be validly given if received by the agent or solicitor or notary for the Buyer.

13. D. Manning & Associates Inc. shall not be required to furnish any title documents and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.

14. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, D. Manning & Associates Inc. may at its option either terminate or reaffirm the Agreement of Purchase and Sale, and in either event the amount paid by the Buyer, including without limitation the deposit will be absolutely forfeited to D. Manning & Associates Inc. on account of damages without prejudice to any of D. Manning & Associates Inc.'s other remedies.

15. The Completion, Possession and Adjustment dates shall not be later than the later of the tenth (10th) business day after the date of Court approval, or such date as the Buyer and D. Manning & Associates Inc. shall agree upon.

16. The Buyer acknowledges and agrees to provide the net sale proceeds to Owen Bird Law Corporation, In Trust, by way of wired transfer of funds.

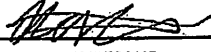
17. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and, taken together, will constitute one and the same instrument.

18. In addition to the purchase price, the Buyer is liable for all applicable Goods and Services Tax, Property Transfer Tax, Provincial Sales Tax and any other applicable taxes.

19. No property disclosure statement concerning the Property forms part of the Agreement of Purchase and Sale.

20. In the event of any conflict or inconsistency between the terms of the Agreement of Purchase and Sale and this Schedule E, the terms of this Schedule E shall prevail.

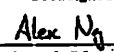
Witness

DocuSigned by:


Buyer
E7750EB8DECA48D...

D. MANNING & ASSOCIATES INC.
COURT-APPOINTED RECEIVER AND MANAGER
OF THE ASSETS, UNDERTAKINGS AND
PROPERTY OF CENSORIO GROUP (HASTINGS
& CARLETON) HOLDINGS LTD.
(not in its personal capacity)

Witness

DocuSigned by:

Per: _____
Authorized Signatory

Carleton
Notice of Waiver of Purchaser's Condition

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Further to the Offer to Purchase and Agreement of Purchase and Sale dated Nov 4, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Ryan Lasaleta and Melissa Sophie Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement"),

The Purchaser hereby notifies the Vendor that the following condition precedent is hereby declared waived or fulfilled by the Purchaser effective as of the date hereof:


- 1) Subject to a new first mortgage being made available to the Buyer at terms and conditions satisfactory to the Buyer.
- 2) Subject to the Buyer, at the Buyer's expense obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value.

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Note: Only the benefiting party(ies) waiving or declaring fulfilled conditions are required to sign this notice. A party receiving this notice may (but is not required to) sign to acknowledge receipt.

Date: Nov 16, 2020

DocuSigned by:

Purchaser's Signature

Purchaser's Signature

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

DocuSigned by:
Per. Alex Ng
(Authorized Signatory)

**Carleton
Addendum**

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 2020 made between **D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd.** as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

Melissa Sophie Lasaleta will be added as a Purchaser to the Offer to Purchase and Agreement of Purchase and Sale.

Melissa Sophie Lasaleta hereby acknowledges receiving and consenting to the most recent disclosure statement, the contract and all attached addenda.

All terms and conditions remain the same and in full effect. Time is of the essence.

DocuSigned by:
Melissa Sophie Lasaleta
BC77FACBC0C94A1...

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 15, 2020

Purchaser's Signature

DocuSigned by:
[Signature]
Purchaser's Signature DECA48D...

D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

Per: Alex. Ng
(Authorized Signatory)
B2B07B909A103...



Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL
OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference and scan the QR code or visit recbc.ca for more information about real estate transactions.



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

As a client

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

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

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

As a non-client

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

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

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

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

p.1 of 2



Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the *Real Estate Services Act*. Your real estate professional must present the *Your Relationship with a Real Estate Professional* information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am (check one):

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

Jordan Wong

Name

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

Rennie & Associates Realty Ltd.

Brokerage

DocuSigned by:

Jordan Wong

11/16/2020

Signature

382D13580BD7415

Date

Notes:

Emailed to lasaleta@telus.net on November 16, 2020.

Consumer Acknowledgment This is NOT a contract

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

Melissa Sophie Lasaleta

Name (optional)

MS

Initials (optional)

11/16/2020

Date

Name (optional)

Initials (optional)

Date

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

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

Why is my personal information collected, used and disclosed?

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

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

- 1f) To allow the boards (including REALTORS®) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the MLS® System and handled in accordance with its and the boards' terms and conditions, and published by the boards from time to time for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).
 - 1g) To enforce codes of professional conduct and ethics for REALTORS® (by cooperating with the boards, BCREA, RECBC, CREA and other regulatory bodies).
 - 1h) To comply with legal requirements and to act pursuant to legal authorizations.
- The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

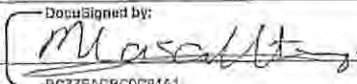
(Initials)

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

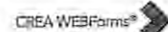
Contact information for all boards can be obtained from BCREA (website www.bcrea.bc.ca or telephone 604.683.7702).

ACKNOWLEDGEMENT

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

Melissa Sophie Lasaleta
 PRINT NAME _____
 DocuSigned by:

 SIGNATURE _____
 BC77FACBC0C94A1
 November 16th 2020
 DATE _____

PRINT NAME _____
 SIGNATURE _____
 DATE _____
 Jordan Wong
 REALTOR®
 Rennie & Associates Realty
 BROKERAGE



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

**Carleton
Deposit Receipt**

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Date: NOVEMBER 16, 2020

Purchaser(s): RYAN LASALETA & MEUSSA LASALETA

Name of Account Holder: Same as Purchaser(s) Different from purchaser, insert name below

Name of Account Holder:

(Complete 3rd Party FINTRAC should the name of the account holder differ from the Purchaser on Contract)

Received in good order,
A Deposit in the amount of \$ 24,250.00

Attached: PAYABLE TO "Owen Bird Law Corporation In Trust"



Royal Bank of Canada
Banque Royale du Canada
4382 EAST HASTINGS ST
BURNABY, BC

65406459 1-516

DATE 20201116
Y/A M/M D/D

PAY TO THE ORDER OF OWEN BIRD LAW CORPORATION IN TRUST
PAYEZ À L'ORDRE DE

\$24,250.00

EXACTLY \$24,250.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET RYAN LASALETA

PURCHASER NAME RYAN LASALETA NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS _____ ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

[Handwritten signatures]

⑈65406459⑈ ⑆00400⑆003⑆ 099⑆013⑆5⑈

Received By: JORDAN WONG

[Handwritten signature of Jordan Wong]

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect of the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: SL 3 Unit 103 4223 Hastings Street, Burnaby, BC
 Sales Representative/Broker Name: Jordan Wong - Rennie & Associates Realty
 Date Information Verified/Credit File Consulted: November 4, 2020

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. Full legal name of individual: Ryan Paul Lasaleta MELISSA SOPHIE LASALETA
 2. Address: 4219 Union St. Burnaby, BC V5C2X3
 3. Date of Birth: November 30, 1992 OCTOBER 12, 1969
 4. Nature of Principal Business or Occupation: Registered Massage Therapist ADMINISTRATIVE ASSISTANT

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. Type of Identification Document: BCDL
 2. Document Identifier Number: 8539161 5062276
 3. Issuing Jurisdiction: BC Country: Canada
 4. Document Expiry Date: November 30, 2024 OCT. 12, 2023
(must be valid and not expired)

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. Name of Canadian Credit Bureau Holding the Credit File:
 2. Reference Number of Credit File:

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present.

- Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
 - Name of Source: (must be valid and not expired; must be recent if no expiry date)
 - Account Number**:
- Verify the individual's name and address by referring to a document or source containing the individual's name and address*
 - Name of Source: (must be valid and not expired; must be recent if no expiry date)
 - Account Number**:
- Verify the individuals' name and confirm a financial account*
 - Name of Source:
 - Financial Account Type:
 - Account Number**:

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number.



Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record (if applicable)

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. Measures taken to Ascertain Identity (check one):

- Asked unrepresented individual for information to ascertain their identity
 - Other, explain:
- Date on which above measures taken:

2. Reasons why measures were unsuccessful (check one):

- Unrepresented individual did not provide information
- Other, explain:

B. Verification of Third Parties

NOTE: Only complete Section B for your clients. Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party or there is no third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? (check one):

- Yes
- No

Measures taken (check one):

- Asked if client was acting on behalf of a third party
- Other, explain:

Date on which above measures taken: 11/4/2020

Reason why measures were unsuccessful (check one):

- Client did not provide information
- Other, explain: November 4, 2020

Indicate whether there are any other grounds to suspect a third party (check one):

- No
- Yes, explain:

B.2 Third Party Record

Where there is a third party, complete this section.

1. Name of third party:
2. Address:
3. Date of Birth (if applicable):
4. Nature of Principal Business or Occupation:
5. Incorporation number and place of issue (if applicable):
6. Relationship between third party and client:



Individual Identification Information Record

NOTE: Only complete Sections C and D for your clients.

C. Client Risk (ask your Compliance Officer if this section is applicable)

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- Canadian Citizen or Resident Physically Present
- Canadian Citizen or Resident Not Physically Present
- Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- Other, explain:

Medium Risk

- Explain:

High Risk

- Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.



Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of:

- Residential property
- Residential property for income purposes
- Commercial property
- Land for Commercial Use
- Other, please specify:

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - if you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.

E. Terrorist Property Reports

Don't forget to follow your brokerage's procedures with respect to terrorist property reports. Consult your policies and procedures manual for more information.





Your Relationship with a Real Estate Professional

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

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

RECBC REAL ESTATE COUNCIL OF BRITISH COLUMBIA

The Real Estate Council of BC is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you.

We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference and scan the QR code or visit recbc.ca for more information about real estate transactions.



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

As a client

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

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

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

As a non-client

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

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

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

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

Your Relationship with a Real Estate Professional

This is a required disclosure form in compliance with section 5-10 of the Rules under the Real Estate Services Act. Your real estate professional must present the Your Relationship with a Real Estate Professional information page to you along with this disclosure form.

Real Estate Professional Disclosure Details

I disclose that I am (check one):

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

Jordan Wong
Name

Team name and members. The duties of a real estate professional as outlined in this form apply to all team members.
Rennie & Associates Realty

Brokerage
DocuSigned by: Jordan Wong 11/4/2020
Signature B82D135808D7416... Date

Notes:
Development: Name:

Disclosure was presented: indicate "x" where applicable below:
___ in person at the sales centre for the development
X emailed to lasaleta7@gmail.com

Consumer Acknowledgment **This is NOT a contract**

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

Ryan Lasaleta
Name (optional)
[Initials] 11/4/2020
Initials (optional) Date

Name (optional)
[]
Initials (optional) Date

PRIVACY NOTICE AND CONSENT

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

DEFINITIONS

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

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

How is my personal information collected?

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

To whom may my personal information be disclosed?

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

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

Why is my personal information collected, used and disclosed?

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

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

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

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

1h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned primary uses are a necessary part of your relationship with the REALTOR® to whom you are giving this consent.

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

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

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

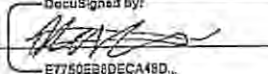
You may withdraw your consent to any or all of the secondary uses in the future by contacting the REALTOR® to whom you are giving this consent or that REALTOR®'s board's privacy officer.

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

ACKNOWLEDGEMENT

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

Ryan Lasaleta

PRINT NAME _____
 SIGNATURE  _____
 DATE 11/4/2020

PRINT NAME _____
 SIGNATURE _____
 DATE _____
 REALTOR® Jordan Wong
 BROKERAGE Rennie & Associates Realty

DocuSign Envelope ID: 04E339E6-1069-4515-B16F-3AFAC0B5E502
DocuSign Envelope ID: 375970ED-6C41-44BC-98C1-BB2EAD21E10F
DocuSign Envelope ID: B3B07CA7-6404-4DF1-9377-938604C17D60

Carleton Addendum

RE: Proposed Strata Lot 3 (Unit No. 103) (the "Strata Lot") in the development known as "Carleton" (the "Development") to be constructed at 4223 Hastings Street, Burnaby, British Columbia on lands currently legally described as Parcel Identifier: 029-877-555, Lot 1 District Lot 121 Group 1 New Westminster District Plan EPP56644 .

Further to the Offer to Purchase and Agreement of Purchase and Sale dated November 4, 2020 made between D. Manning & Associates Inc. as Receiver and Manager of the lands and property of Censorio Group (Hastings & Carleton) Holdings Ltd. as Vendor, and Ryan Lasaleta as Purchaser(s) in respect of the above-mentioned property (the "Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

DS
AN

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Completion Date shall not occur prior to December 8, 2020.
~~The Completion Date will be December 8, 2020.~~

RL ML

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Possession Date shall not occur prior to December 9, 2020.
~~The Possession Date will be December 9, 2020.~~

RL ML

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Adjustment Date shall not occur prior to December 9, 2020.
~~The Adjustment Date will be December 9, 2020.~~

DS
AN

RL ML

Notwithstanding Section 5.1, the parties hereby agree and acknowledge that the Adjustment Date shall not occur prior to December 9, 2020.
~~In the event that the seller does not gain its Occupancy Certificate from the City of Burnaby by November 30, 2020, the Completion Date, Possession Date, and Adjustment Date will be adjusted forwards by as many days after November 30, 2020 as the seller gains the Occupancy Certificate from the City of Burnaby.~~

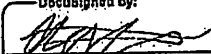
DS
AN

RL ML

This Addendum forms a part of and is subject to the terms and conditions set out in the Agreement. The Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Agreement remain the same, except to the extent expressly amended by this Addendum.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same document and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution. Unless otherwise defined herein, capitalized terms in this Addendum shall have the meaning attributed to them in the Agreement.

Date: November 4, 2020

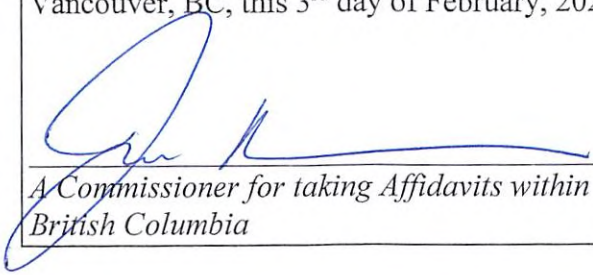
DocuSigned by:

Purchaser's Signature DECA46D...

Purchaser's Signature

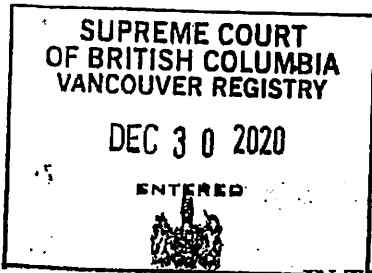
D. MANNING & ASSOCIATES INC., as Receiver and Manager of the lands and property of CENSORIO GROUP (HASTINGS & CARLETON) HOLDINGS LTD., by its general partner,

Per: Alex N.
(Authorized Signatory)
DocuSigned by:
D48FA7DBC884D3...

This is Exhibit "D" referred to in the Affidavit of MARGARET KWAN sworn before me at Vancouver, BC, this 3rd day of February, 2021.



*A Commissioner for taking Affidavits within
British Columbia*



No. H 200039
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

**CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD. ET AL**

Respondents

**ORDER MADE AFTER APPLICATION
(VESTING ORDER)**

BEFORE)	THE HONOURABLE MADAM)	FRIDAY, THE 20 DAY OF
))	NOVEMBER, 2020
)	JUSTICE DOUGLAS)	

ON THE APPLICATION of D. MANNING & ASSOCIATES INC. (the "Receiver") made this day at Vancouver, British Columbia, and on reading the Order of Madam Justice Douglas pronounced November 20, 2020, and on reading the Receiver's Certificate dated December 23, 2020:

THIS COURT ORDERS THAT:

1. The sale of the following lands and premises:

City of Burnaby
 Parcel Identifier: 031-227-643
 Strata Lot 3 District Lot 121 Group 1 NWD Strata Plan EPS5728
 (the "Lands")

to Ryan Paul Lasaleta, Registered Massage Therapist and Melissa Sophie Lasaleta, Administrative Assistant, both of 4219 Union Street, Burnaby, BC V5C 2X3 or if amended or assigned by the purchasers and agreed to by the Receiver, as set out in a letter from the solicitors for the Receiver, on the terms and conditions set out in the Contract of Purchase and Sale dated November 5, 2020 for the sum of \$485,000 is hereby approved.

2. Upon filing a certified copy of this Order in the New Westminster Land Title Office together with a letter from the Receiver's solicitor authorizing such registration and subject to the terms of this Order, the Lands be conveyed to and vest in the purchasers, Ryan Paul Lasaleta and Melissa Sophie Lasaleta, in fee simple as joint tenants, free and clear of any estate, right, title, interest, equity of redemption, and other claims of the parties, except the reservations, provisos, exceptions, and conditions expressed in the original grant(s) thereof from the Crown.

3. The dates for completion, adjustment and possession be set at 12 business days following the issuance of an Occupancy Permit or so soon before or so soon thereafter as the Receiver and the purchasers shall agree.

4. The net purchase price after adjustments shall be paid to OWEN BIRD LAW CORPORATION, in trust, and shall be paid out in accordance with the following priorities without further order:

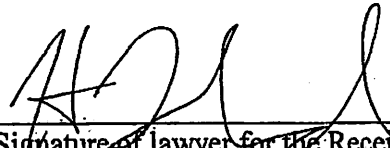
- a) in payment of any outstanding property taxes, water and sewer rates;
- b) in payment of real estate commission and GST, if payable;
- c) to The Owners, Strata Plan EPS5728, the amount appropriately due pursuant to Section 116 of the *Strata Property Act*;
- d) GST, if payable;
- e) to the Receiver to the credit of this proceeding.

5. For the purpose of issuing title in respect of the Lands, the following charges, liens, encumbrances, caveats, mortgages, and certificates of pending litigation be cancelled insofar as they apply to the Lands:

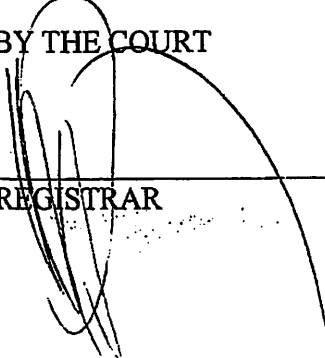
RESPONDENTS/CHARGE HOLDERS	NATURE OF INTERESTS	REGISTRATION NUMBERS
PEOPLES TRUST COMPANY	Mortgage	CA6245585
	Assignment of Rents	CA6245586
	Certificate of Pending Litigation	CA7994287
	Certificate of Pending Litigation	CA7996226
BANCORP GROWTH MORTGAGE FUND II LTD., BANCORP BALANCED MORTGAGE FUND II LTD. and BANCORP FINANCIAL SERVICES INC.	Mortgage	CA6245684 modified by CA7557828
	Assignment of Rents	CA6245685 modified by CA7557829
PK CAPITAL LTD.	Mortgage	CA7219414
	Assignment of Rents	CA7219415
ALL CANADIAN INVESTMENT CORPORATION	Certificate of Pending Litigation	CA7750158
FBM CANADA GSD, INC.	Claim of Builders Lien	CA7847746
MEDINA CONCRETE SERVICES LTD.	Claim of Builders Lien	CA7883860
TUCUVAN CONSTRUCTION LTD.	Claim of Builders Lien	CA7914853
OMNI DRYWALL LTD.	Claim of Builders Lien	CA7929493
1223293 B.C. LTD.	Claim of Builders Lien	CA7992704
RAHUL GLASS LTD.	Claim of Builders Lien	CA7995006

together with any other charges, liens, encumbrances, caveats, mortgages, or certificates of pending litigation registered against the Lands subsequent to 11:33 am on January 23, 2020 being the time and date of the registration of the Petitioner's Certificate of Pending Litigation No. CA7996226 which had been released to permit registration of the Strata Plan herein.

6. The parties may apply for such further direction as may be necessary to carry out this Order.
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Receiver,
Heather A. Frydenlund

BY THE COURT


REGISTRAR



No. H-200039
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

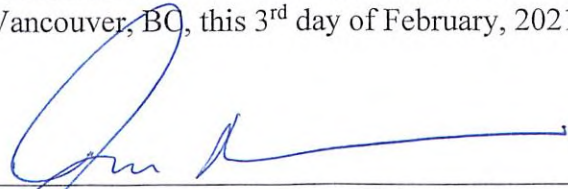
**CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD. ET AL**

Respondents

**ORDER MADE AFTER APPLICATION
(VESTING ORDER)**

**OWEN BIRD LAW CORPORATION
P.O. Box 49130
Three Bentall Centre
2900 - 595 Burrard Street
Vancouver, BC V7X 1J5
Attention: Alan A. Frydenlund, Q.C.
File No. 23024-0093**

This is Exhibit "E" referred to in the Affidavit of MARGARET KWAN sworn before me at Vancouver, BC, this 3rd day of February, 2021.



*A Commissioner for taking Affidavits within
British Columbia*

Antonia Chen

From: Karin Lai
Date: December 29, 2020 at 1:32:16 PM PST
To: Jennifer Williams
Subject: Re: #103-4223 Hastings Street: Carleton - Order

Hi Jennifer,

Hope you had a wonderful Christmas break.

I am not sure if an Order has been submitted / pending since completion date hasn't been set.

The purchasers of this property would like to register title as:

Ryan Paul Lasaleta 999/1000
Melissa Sophie Lasaleta 1/1000

Kindly advise.

Thank you.

Sincerely,
Karin Lai, Notary Public
Brentwood Town Notary Public
Unit [900-2025 Willingdon Avenue](#) (Solo District Office Tower)
Burnaby, BC V5C 0J3
Tel: [604-260-7608](tel:604-260-7608)
Fax: [604-260-7609](tel:604-260-7609)
www.brentwoodtownnotary.ca

* * *

This message may contain confidential or privileged material or information, which is exempt from disclosure under applicable law. Any use, distribution or copying of this information by anyone other than the intended recipient is prohibited. If you are not the intended recipient, or have received this

No. H-200039
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH
COLUMBIA**

BETWEEN:

PEOPLES TRUST COMPANY

Petitioner

AND:

CENSORIO GROUP (HASTINGS & CARLETON)
HOLDINGS LTD. ET AL

Respondents

AFFIDAVIT

OWEN BIRD LAW CORPORATION
P.O. Box 49130
Three Bentall Centre
2900 - 595 Burrard Street
Vancouver, BC V7X 1J5
Attention: Heather A. Frydenlund
File No. 23024-0093