



COURT NO. S2013779
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: WIND-UP OF 304768 B.C. LTD. AND GLENMERRY MARKET LTD.

PURSUANT TO S. 324 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, C.57

Between

TULLIO VITO FRANCESO ESPOSITO

Petitioner

and

304768 B.C. LTD., GLENMERRY MARKET LTD., and

DEMITRIA LORAINA ESPOSITO

Respondents

LIQUIDATOR'S THIRD REPORT TO COURT

March 10, 2023

304768 B.C. LTD. AND GLENMERRY MARKET LTD.

TABLE OF CONTENTS

INTRODUCTION AND BACKGROUND	1
PURPOSE OF THE REPORT	2
LIQUIDATOR'S ACTIVITES SINCE ITS SECOND REPORT	2
SALES AND MARKETING	3
LIQUIDATOR'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS	6
DISTRIBUTION OF FUNDS	6
CONCLUSION AND RECOMMENDATION	8

APPENDICES

- A. Agreement Assigning Contract of Purchase and Sale from Benjamin Ames to Trail Holdings
- B. Accepted Offer from Trail Holdings for the Multi-Residential Properties dated September 21, 2022
- C. Colliers' Marketing Report for the Multi-Residential Properties dated December 19, 2022
- D. Accepted Offer from Andrew Thomas for 1450 Cedar Avenue dated February 15, 2023
- E. Colliers' Marketing Report for 1450 Cedar Avenue dated March 1, 2023
- F. Interim Statement of Receipts and Disbursements for the period March 22, 2022 to February 28, 2023

INTRODUCTION AND BACKGROUND

1. The Bowra Group Inc. (“**TBGI**”) was appointed Liquidator (the “**Liquidator**”) of the assets and undertakings of 304768 B.C. Ltd. and Glenmerry Market Ltd. (collectively the “**Companies**”) on March 22, 2022, pursuant to a Court Order from the Supreme Court of British Columbia.
2. Effective December 1, 2022, TBGI merged with MNP Ltd. (“**MNP**”) and pursuant to a Substitution Order granted December 21, 2022, MNP was substituted as Liquidator in place of TBGI.
3. The Companies own and operate commercial and residential real estate located in Trail, B.C. The real estate consists of the following six properties (the “**Properties**”):
 - i. 3550 Highway Drive (30-unit rental building);
 - ii. 3188 Highway Drive (42-unit rental building with an office);
 - iii. 3192 Highway Drive (1 ½ storey commercial building);
 - iv. 1976 Seventh Avenue (12, four-unit, two level rental townhouses);
 - v. 1450 Cedar Avenue (2 storey mixed commercial building); and,
 - vi. 3427 Laburnum Drive (Residential single-family home).
4. 3550 Highway Drive, 3188 Highway Drive, and 1976 Seventh Avenue are multi-family residential properties (“**Multi-Residential Properties**”), and each multi-family property is rented to long-term tenants. The multi-family properties are managed on a day-to-day basis by property managers who reside on the premises.
5. 1450 Cedar Avenue (“**1450 Cedar**”) and 3192 Highway Drive are commercial properties. The Court granted an approval and vesting order on February 9, 2023 for the sale of the 3192 Highway property for \$261,000. The sale completed on February 23, 2023.
6. 3427 Laburnum Drive is a single-family home. The Court granted an approval and vesting order on July 28, 2022 for the sale of the 3427 Laburnum Drive property for \$435,000. The sale completed on September 1, 2022.
7. The Companies are owned by the Tullio Esposito (Sr.) Trust (the “**Esposito Trust**”), of which there are two beneficiaries, Tullio Esposito (Jr.) and Demitria Esposito (the “**Beneficiaries**”).
8. The Liquidator is conducting a sales process to liquidate the Properties and wind-up the Companies.

9. This is the Liquidator's Third Report to Court (the "**Third Report**") and should be read in conjunction with its previous reports.

PURPOSE OF THE REPORT

10. The purpose of this report is to:
- i. Provide an update to the Court on the Liquidator's activities since its Second Report to Court dated July 8, 2022 (the "**Second Report**");
 - ii. Provide the Court with a summary of the Liquidator's sales and marketing efforts to date;
 - iii. Request the Court's approval for the sale of the Multi-Residential Properties to Trail Townhome Holdings Inc. and Trail Apartment Holdings Inc. ("**Trail Holdings**");
 - iv. Request the Court's approval for the sale of 1450 Cedar Avenue to Andrew Thomas; and,
 - v. Request the Court's approval to distribute funds to Montgomery Miles & Stone Law ("**MMS Law**") as legal counsel for the Esposito Trust, or each of the Beneficiaries directly.

LIQUIDATOR'S ACTIVITES SINCE ITS SECOND REPORT

11. The Liquidator performed the following since its Second Report:
- i. Held discussions and correspondence with the realtors regarding the sales and marketing process;
 - ii. Completed the sale of 3192 Highway Drive;
 - iii. Negotiated the sale of the Multi-Residential Properties subject to Court approval;
 - iv. Negotiated the sale of 1450 Cedar subject to Court approval;
 - v. Held numerous discussions and correspondence with legal counsel;
 - vi. Liaised with the property managers to ensure continuation of operations;
 - vii. Liaised with vendors and suppliers to ensure continued supply of goods and services.
 - viii. Reviewed and reconciled monthly rental income by property; and,
 - ix. Arranged for necessary repairs and maintenance work to be performed at the properties.

SALES AND MARKETING

12. The Liquidator engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market and sell the Properties. Colliers partnered with Mario Berno of RE/MAX All Pro Realty (“**RE/MAX**”) to act as their local agent in Trail.

Multi-Residential Properties

13. The Multi-Residential Properties have been listed for sale since May 31, 2022 at the following list prices:

- i. 3550 Highway Drive - \$3.7 million;
- ii. 3188 Highway Drive - \$4 million; and,
- iii. 1976 Seventh Avenue - \$5.4 million.

Total - \$13.1 million

14. During discussions with prospective purchasers, it was determined that a Phase I and subsequently a Phase II environmental assessment would be required to sell the Multi-Residential Properties. The Phase II assessments were completed on August 24, 2022.

15. Colliers and RE/MAX performed the following marketing activities:

- i. Prepared and distributed brochures and confidential information memorandum;
- ii. Provided access to data rooms to over 50 potential buyers;
- iii. Hosted open houses on September 16 and September 17, 2022;
- iv. Made over 100 personal phone calls.
- v. Emailed Colliers’ investor and developer database with over 2,500 recipients;
- vi. Marketed on Colliers’ website, Bill Randall’s personal website and Mario Berno’s RE/MAX website;
- vii. Listed on MLS and realtor.ca with over 500 views; and
- viii. Sent two commercial email broadcasts to over 4,000 realtors in B.C.

16. Colliers received the following offers:

- i. Offer #1 dated September 14, 2022 for \$10.9 million;
- ii. Offer #2 dated September 20, 2022 for \$11,155,000;

- iii. Offer #3 dated September 21, 2022 for \$12.5 million – Trail Holdings offer;
 - iv. Offer #4 dated September 29, 2022 for \$11 million; and,
 - v. Offer #5 dated October 11, 2022 for \$11.2 million.
17. Colliers also received two offers for less than \$10 million who were advised that their offer prices were too low for consideration.
18. Colliers believed that the purchaser for Offer #2 was most likely to submit an unconditional offer. The Liquidator countered Offer #2 at \$12 million, however, the purchaser decided not to proceed with the purchase due to the financing costs.
19. Offer #3 was submitted by Benjamin Ames who assigned the purchase contract to Trail Holdings (the “**Trail Holdings Offer**”). Attached as **Appendix A** is the assignment agreement.
20. Trail Holdings submitted the highest offer at \$12.5 million, however the offer was subject to financing. The Liquidator worked with Trail Holdings and negotiated an offer the Liquidator and Colliers believe is the best achievable recovery. The completion and possession dates are eight business days after Court approval.
21. The Trail Holdings Offer includes a vendor take back mortgage. Below are the details of the vendor take back mortgage for the Trail Holdings Offer:
- i. Loan amount: \$9,375,000;
 - ii. Terms: 6 months, repayment at any time with no penalty. First payment due 30 business days after completion and possession;
 - iii. Payments: Interest only; and,
 - iv. Interest rate: 5% per annum payable monthly. Compounded annually.
22. Attached as **Appendix B** is a copy of the accepted Trail Holdings Offer including the proposed form of vendor take back mortgage.
23. Colliers believes that the Multi-Residential Properties have been well exposed to the market with over 50 interested buyers conducting due diligence, and five written offers. Colliers recommends that the Court approve the Trail Holdings Offer.
24. Attached as **Appendix C** is Colliers’ marketing report dated December 19, 2022 recommending

the acceptance of the Trail Holdings Offer.

25. Based on Colliers' recommendations, the Liquidator believes that Trail Holdings Offer for \$12.5 million represents a fair and reasonable price for the Multi-Residential Properties. The Liquidator respectfully recommends that this Honourable Court approve the Trail Holdings Offer.

1450 Cedar Avenue

26. 1450 Cedar has been listed for sale since May 31, 2022 for \$350,000.
27. At the listing price of \$350,000, the Liquidator received only one offer on June 24, 2022 for \$300,000 however the purchaser decided not to proceed.
28. On recommendations from Colliers and RE/MAX, the Liquidator reduced the price to \$250,000 on January 31, 2023.
29. Colliers and RE/MAX performed the following marketing activities:
- i. Prepared and distributed brochures and due diligence packages to 28 interested parties;
 - ii. Made over 30 personal phone call;
 - iii. Received over 60 phone calls;
 - iv. Emailed Colliers' investor and developer database with over 2,500 recipients;
 - v. Marketed on Colliers' website, Bill Randall's personal website and Mario Berno's RE/MAX website;
 - vi. Listed on MLS and realtor.ca with over 225 views; and,
 - vii. Sent two commercial email broadcasts to over 4,000 realtors in B.C.
30. Colliers received the following offers:
- i. Offer #1 dated June 24, 2022 for \$300,000;
 - ii. Offer #2 dated January 31, 2023 for \$200,000; and,
 - iii. Offer #3 dated February 15, 2023 for \$240,000 – Andrew Thomas offer.
31. The purchaser for Offer #1 decided not to proceed with the purchase.
32. The Liquidator countered Offer #2 at \$250,000 but the purchaser decided not to proceed.

33. The Liquidator countered Offer #3 at \$250,000 and the purchaser, Andrew Thomas, accepted the offer (the "Andrew Thomas Offer"). The subjects were removed February 24, 2023.
34. Attached as **Appendix D** is a copy of the accepted Andrew Thomas Offer.
35. Colliers believes that 1450 Cedar has been well exposed to the market with over 28 interested buyers conducting due diligence, and three written offers. Colliers recommends that the Court approve the Andrew Thomas Offer.
36. Attached as **Appendix E** is Colliers' marketing report dated March 1, 2023 recommending the acceptance of the Andrew Thomas Offer.
37. Based on Colliers' recommendations, the Liquidator believes that the Andrew Thomas Offer for \$250,000 represents a fair and reasonable price for 1450 Cedar. The Liquidator respectfully recommends that this Honourable Court approve the Andrew Thomas Offer.
38. The Liquidator has not identified any creditors of the Companies who might be prejudiced by acceptance of the Trail Holdings Offer and the Andrew Thomas Offer.

LIQUIDATOR'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

39. The Liquidator's Interim Statement of Receipts and Disbursements for the period March 22, 2022 to February 28, 2023 is attached as **Appendix F**.
40. The Liquidator currently holds \$1.24 million in its trust account.

DISTRIBUTION OF FUNDS

41. The Liquidator is not aware of any creditors or liabilities other than costs being incurred to operate the business.
42. The sole shareholder of the Companies is the Esposito Trust of which Tullio Esposito (Jr.) and Demitria Esposito are the equal beneficiaries. Prior to the liquidation, the Companies paid dividends directly to the Beneficiaries as opposed to it being paid to the Esposito Trust, and then

distributed to the Beneficiaries.

43. As the Beneficiaries are not direct shareholders of the Companies, the Liquidator is required to pay any distributions to the Esposito Trust. However, MMS Law, the legal counsel for the Esposito Trust, and Mr. Tullio Esposito Jr., advised us that:
- i. There is no bank account for the Esposito Trust to receive the funds;
 - ii. Currently Mr. Esposito Jr. and Demitria Esposito are not cooperative with each other (the Liquidator was appointed as a result of the conflict between them) and therefore are unable to open a bank account for the Trust;
 - iii. There was a distribution by the Liquidator on July 12, 2022 of \$212,000 for repayment of the shareholder loans which was paid into MMS Law's trust account. MMS Law issued cheques to the Beneficiaries, but the cheque to Demitria Esposito remains uncashed; and
 - iv. MMS Law is not willing to accept further funds if the cheques are not being cashed as it does not wish to continue to hold these funds in their general trust account.
44. The Liquidator does not know why Demitria Esposito is not depositing the cheques. Demitria Esposito, although initially cooperated with the Liquidator, has been generally unresponsive. The Liquidator understands that Demitria Esposito has retained Hunter Litigation Chambers Law Corporation as its legal counsel.
45. Accordingly, to facilitate potential future distributions the Liquidator is requesting that the Court grant an Order allowing the Liquidator to either distribute funds to their respective legal counsels or directly to the Beneficiaries. If not, the only option for the Liquidator would be to pay the funds into Court.

CONCLUSION AND RECOMMENDATION

Conclusion

46. Based on recommendations from Colliers and RE/MAX, the Liquidator accepted, subject to Court approval, the following offers:
- i. Sale of the Multi-Residential Properties to Trail Holdings for \$12.5 million; and,
 - ii. Sale of 1450 Cedar to Andrew Thomas for \$250,000.
47. The Liquidator currently holds \$1.24 million in its trust account. The Liquidator wishes to have the ability to distribute funds to the Beneficiaries, however, it is not able to do so as:
- i. The Esposito Trust is the shareholder of the Companies, not the Beneficiaries;
 - ii. The Esposito Trust does not have a bank account and MMS Law is not willing to accept additional dividends unless the cheques for the prior distributions are cashed.

Recommendation

48. The Liquidator respectfully recommends that this Honourable Court approve:
- i. The Trail Holdings Offer to purchase the Multi-Residential Properties for \$12.5 million with a vendor take back mortgage;
 - ii. The Andrew Thomas Offer to purchase 1450 Cedar for \$250,000; and
 - iii. Payment of funds to either MMS Law to distribute, or directly to the Beneficiaries or their respective legal counsels. In absence of either, the Liquidator will be required to pay the funds into Court.

All of which is respectfully submitted this 10th day of March 2023.

MNP Ltd.

In its capacity as Liquidator of 304768 B.C. Ltd. and Glenmerry Market Ltd.

Per:


Douglas Chivers, CA, CIRP

Appendix A

**Agreement Assigning Contract of Purchase and Sale from
Benjamin Ames to Trail Holdings**

ASSIGNMENT OF PURCHASE CONTRACT

THIS AGREEMENT made on February _____, 2023.

BETWEEN:

BENJAMIN AMES (the "Assignor")

AND:

TRAIL TOWNHOME HOLDINGS INC. ("Trail Townhome")
TRAIL APARTMENT HOLDINGS INC. ("Trail Apartment")
(collectively, the "Assignee")

WHEREAS:

- A. By a contract of purchase and sale dated September 21, 2022 (the "Contract") the Assignor did agree to purchase the following lands from MNP LTD., in its capacity as court appointed liquidator of 304768 B.C. Ltd (the "Vendor"), known as:

1976 Seventh Ave., Trail, B.C. legally described as Parcel Identifier 029-204-151, Lot A District Lots 2919 and 4598 Kootenay District Plan EPP34324 ("1976 Seventh")

3188 Highway Drive, Trail, B.C. legally described as Parcel Identifier 013-167-031, Amended Lot 4 (see 118812I) District Lot 4598 Kootenay District Plan 2436 except part included in Plan 13260 ("3188 Highway")

3550 Highway Drive, Trail, B.C. legally described as Parcel Identifier 008-435-235, Lot B District Lot 4598 Kootenay District Plan 4971, except part included in Plan 6250 ("3550 Highway");

- B. The Assignor desires to assign all his right, title, and interest in and to the Contract with respect to 1976 Seventh to Trail Townhome; and
- C. The Assignor desires to assign all his right, title, and interest in and to the Contract with respect to 3188 Highway and 3550 Highway to Trail Apartment

NOW THEREFORE in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor assigns all their right, title, and interest in and to the Contract to the Assignee and the Assignee agrees and assumes all obligations of the Assignor under the Contract.

AND FOR THE SAID CONSIDERATION, the Assignee and Assignor covenant and agree with each other that:

- a) the Assignor shall indemnify and save harmless the Assignee in respect of all manner of actions, causes of action, proceedings, claims, charges, awards, suits, demands, losses, costs, damages and expenses whatsoever (without limiting the generality of the foregoing, direct losses, costs, damages and expenses of the Assignee, including legal costs on a substantial indemnity basis) which may be brought or made against the Assignee or which the Assignee may sustain, pay or incur as a result of or in connection with any breach, default, non-observance or non-performance by the Assignor of any term of the Contract or any duty, obligation or covenant required to be performed or observed under the Contract and any liability in connection with the

Contract, which breach, default, non-observance or non-performance occurs or accrues prior to the date hereof; and

b) the Assignee shall indemnify and save harmless the Assignor in respect of all manner of actions, causes of action, proceedings, claims, charges, awards, suits, demands, losses, costs, damages and expenses whatsoever (without limiting the generality of the foregoing, direct losses, costs, damages and expenses of the Assignor including legal costs on a substantial indemnity basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with any breach, default, non-observance or non-performance by the Assignee of any term of the Contract or any duty, obligation or covenant required to be performed or observed under the Contract and any liability in connection with the Contract, which breach, default, non-observance or non-performance occurs or accrues from and after the date hereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Ben Ames

BENJAMIN AMES

TRAIL TOWNHOME HOLDINGS INC.

Per: *Ben Ames*

Authorized Signatory

TRAIL APARTMENT HOLDINGS INC.

Per: *Ben Ames*

Authorized Signatory

Appendix B

**Accepted Offer from Trail Holdings for
Multi-Residential Properties dated September 21, 2022**



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: 2467328 2467330, 2467329

DATE: September 21 2022

PART 1 - INFORMATION SUMMARY

1. Prepared By					
1.1 Name of Brokerage	<u>Mountain Town Properties Ltd.</u>				
1.2 Brokerage Address	<u>2020 Washington Street Roseland BC V0G 1Y0 Phone No.</u>				
1.3 REALTOR's Name	<u>Jodie Ouimet</u>				
1.4 Personal Real Estate Corporation					
1.5 REALTOR's Email Address	<u>jodie@mountaintownproperties.ca</u> Fax No.				
1.6 Brokerage Phone No. (250) 368-7166	Fax No.				
2. Parties to the Contract					
2.1 Seller	<u>The Bowza Group Inc., with capacity as least Appointed Representative of</u>				
Seller	<u>ROBERT BL Ltd. ? Glenmore Market Ltd.</u>				
Seller					
	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr><th colspan="2">INITIAL</th></tr> <tr><td>KR</td><td>BL</td></tr> </table>	INITIAL		KR	BL
INITIAL					
KR	BL				
2.2 Seller's Address	<u>505 Burnard St #430 Vancouver BC V7X 1M3</u>				
2.3 Seller's Phone No.	Fax No.				
2.4 Seller's Email Address					
2.5 Seller's Incorporation No.	2.6 Seller's GST No.				
2.7 Buyer	<u>Benjamin Ames</u>				
Buyer					
Buyer					
2.8 Buyer's Address	<u>265 Macnab Street South Hamilton ON L8P 3E2</u>				
2.9 Buyer's Phone No.	Fax No.				
2.10 Buyer's Email Address					
2.11 Buyer's Incorporation No.	2.12 Buyer's GST No.				
3. Property					
3.1 Civic Address of Property	<u>3550 Highway Drive, Trail BC, V1L 4L2</u>				
	<u>1976 SEVENTH AVENUE Trail V1R 4L2</u>				
3.2 Legal Description of Property	<u>3188 Highway Drive, Trail BC V1L 4L2</u>				
<u>Lot A, Plan EPP34324, District Lot 2919, Kootenay Land District AND Lot B, Plan NEP4971, District Lot 4598, Kootenay Land District, Except Plan 6250 AND Lot 4, Plan NEP2436, District Lot 4598, Kootenay Land District, AMD (SEE 118812I) EXC PL 13260</u>					

BL
BUYER'S INITIALS

KR BL
SELLER'S INITIALS

1976 SEVENTH AVENUE

Trail

VIR 4L2 PAGE 2 of 8 PAGES

PROPERTY ADDRESS

PID 029-204-151, 008-435-235, 013-167-031

4. Purchase Price	\$ 12,500,000.00	Clause
4.1	Twelve Million Five Hundred Thousand Dollars	14
5. Deposit		Clause
5.1	Deposit to be provided by the following date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date <u>September 29 2022</u> <input checked="" type="checkbox"/> other <u>October 20, 2022</u>	15
5.2	Amount of Deposit <u>100,000.00</u> One Hundred Thousand	15
5.3	Deposit to be paid in trust to the lawyer acting for the Liquidator	15
6. Completion Date		
6.1	Completion Date 8 business days after <u>court approval.</u>	17
7. Possession Date		
7.1	Possession Date upon Completion	18
7.2	Vacant Possession <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
7.3	All Existing Tenancies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Adjustment Date		
8.1	Adjustment Date Same as Completion Date	19
9. Viewing Date		
9.1	Viewing Date September 16 2022	21
10. Agency Disclosure		
10.1	Seller's Designated Agent REALTOR® <u>William Randall - Colliers International</u> REALTOR® <u>Mario Berno - Remax All Pro Realty</u> Brokerage _____	38A
10.2	Buyers Designated Agent REALTOR® <u>Jodie Ouimet</u> REALTOR® _____ Brokerage <u>Mountain Town Properties</u>	38B

BH
BUYER'S INITIALS

WR D
SELLER'S INITIALS

BC 2013 REV. NOV 2021

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2021, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForm®

1976 SEVENTH AVENUE

Trail

VIR 412 PAGE 3 of 8 PAGES

PROPERTY ADDRESS

10.3	Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4	Date of Limited Dual Agency Agreement		38C
11.	Acceptance		
11.1	Offer Open Until – Date	September 22, 2022 ^{bl} October 17, 2022 ^{bl} Time 4pm PST	43
12.	Schedules		
15	Deposit	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	15
16A	Buyer's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
16B	Seller's Conditions	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
18	Accepted Tenancies	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18
20A	Additional Included Items	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	20
20B	Excluded Items	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	20
22	Additional Permitted Encumbrances	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	22
23	Additional Seller's Warranties and Representations	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	23
24	Additional Buyer's Warranties and Representations	Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	24
41	Additional Terms	Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	41

INITIAL
bl bl

PART 2 – TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

bl
BUYER'S INITIALS

bl bl
SELLER'S INITIALS

BC 2058 REV. NOV 2021

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2021, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForm®

PROPERTY ADDRESS

16. CONDITIONS: The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

- 17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
- 18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").
- 20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
- 21. VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 9.1.
- 22. TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.

BA		
----	--	--

BUYER'S INITIALS

CC	R	
----	---	--

SELLER'S INITIALS

1976 SEVENTH AVENUE

Trail

VIR 412 PAGE 5 of 8 PAGES

PROPERTY ADDRESS

- 23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act (Canada)* (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (A) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

BH		
----	--	--

BUYER'S INITIALS

CK	JD	
----	----	--

SELLER'S INITIALS

BC 2083 REV. NOV 2021

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2021, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForm®

1976 SEVENTH AVENUE
PROPERTY ADDRESS

Trail

V1R 4L2 PAGE 6 of 8 PAGES

- 29. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 30. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 31. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 32. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. **CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 36. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.

Bl		
----	--	--

BUYER'S INITIALS

KL	JR	
----	----	--

SELLER'S INITIALS

BC 2053 REV. NOV 2021

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2021, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

PROPERTY ADDRESS

37. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTORs are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:

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

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

38. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

JK		
INITIALS		

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTORs specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

BL		
INITIALS		

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

INITIALS		

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR(s) specified in Clause 10.3 who is/are licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR(s) dated the date set out in Clause 10.4.

INITIALS		

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

INITIALS		

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

BL		
BUYER'S INITIALS		

JK	JL	
SELLER'S INITIALS		


1976 SEVENTH AVENUE

Trail


VIR 4L2 PAGE 8 of 8 PAGES

PROPERTY ADDRESS

- 39. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.
- 40. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified, for the Buyer to either:
 - A. fulfill or waive the terms and conditions herein contained; and/or
 - B. exercise any option(s) herein contained.
- 40A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.
- 41. **ADDITIONAL TERMS:** The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.
- 42. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**
- 43. **OFFER:** This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.


Ben Ames 
 BUYER
 Benjamin Ames
 PRINT NAME

 WITNESS

_____ 
 BUYER

 PRINT NAME

 WITNESS

_____ 
 BUYER

 PRINT NAME

 WITNESS

- 44. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.


Seller's acceptance is dated October 6th, yr. 2022


The Seller declares their residency:

RESIDENT OF CANADA
 INITIALS

NON-RESIDENT OF CANADA
 INITIALS


as defined under the *Income Tax Act*.

[Signature] 
 SELLER
 The Bowra Group Inc. in the
 PRINT NAME
 capacity as last Appointed Agent
 of 3017 36th St. V1V 1S9
 WITNESS

_____ 
 SELLER

 PRINT NAME

 WITNESS

_____ 
 SELLER

 PRINT NAME

 WITNESS

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



CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2467328 2467330, 2467329

DATE: September 21 2022

RE: ADDRESS: 5188 Highway Drive Trail BC V1R 4L2
1976 SEVENTH AVENUE Trail VIR 4L2
3550 Highway Drive Trail BC VIR 4L2

Lot A, Plan EPP34324, District Lot 2919, Kootenay Land District AND Lot B, Plan NRP4971, District Lot 4598, Kootenay Land District, Except Plan 6250 AND Lot 4, Plan NRP2436, District Lot 4598, Kootenay Land District, AMD (SEB 1188121) EXC PL 13260

LEGAL DESCRIPTION
 PID: 029-204-151, 008-435-235, 013-167-031

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED September 21 2022

MADE BETWEEN Benjamin Ames AS BUYER(S), AND
The Bowza Group Inc. AS SELLER(S) AND COVERING

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

- CONDITIONS:
- 16A. BUYER'S CONDITIONS: Subject to the Buyer arranging satisfactory financing on or before ~~December 4, 2022~~ November 18, 2022. This condition is for the sole benefit of the Buyer.
- 16B. SELLER'S CONDITIONS: This contract is subject to approval by the Supreme Court of British Columbia in the Proceedings, on or before January 31, 2023. This condition is for the benefit of the Seller.
18. ACCEPTED TENANCIES: The buyer intends to assume all tenancies.

41. ADDITIONAL TERMS:
 The Purchase Price of \$12,300,000.00 (Twelve Million Five Hundred Thousand Dollars) is the sum of all properties as noted below:
 1) 1976 Seventh Avenue, Trail, BC, V1R 4L2 (PID: 029-204-151);
 2) 3188 Highway Drive, Trail, BC, V1R 4L2 (PID: 013-167-031); and
 3) 3550 Highway Drive, Trail, BC, V1R 4L2 (PID: 008-435-235)

ASSIGNMENT TO CORPORATION: The Buyer(s) reserves the right to assign this contract in whole or part to a Corporation in which the Buyer is the principal shareholder without further notice to the Seller; said assignment will relieve the Buyer from the obligation to complete the terms and conditions of this contract should the assignee default. There will be no assignment fee or charge payable by the Buyer.
The Buyer has read and is aware of all Terms in Schedule "A" regarding Supreme Court Action No. 82018779 (the "Proceedings").

The Buyer is aware that the property is "as is, where is".

The Buyer acknowledges that the Brokerage/Representatives providing Real Estate Services to the Buyer do not provide Legal/Professional, Accounting or other expert advice in matters beyond the common standard of care in the Real Estate industry and are hereby advised to seek independent Legal/Professional advice in regards to this transaction prior to acceptance and/or subject removal.

~~SHOULD THE SELLER RECEIVE AN ADDITIONAL OFFER, WHICH MAY BE AN ACCEPTABLE, THE SELLER SHALL PROVIDE NOTICE TO THE BUYER AND THE BUYER WILL HAVE SEVEN (7) DAYS TO REMOVE THE BUYER'S CONDITIONS AND IF THE SELLER'S WILL NOT REMOVE THIS OFFER SHALL BE WITH AN ADDITIONAL OFFER.~~

INITIAL
BA BA

INITIAL
BA BA

BUYER
Benjamin Ames
PRINT NAME

BUYER
PRINT NAME

BUYER
BUYER
PRINT NAME

WITNESS
[Signature]
SELLER

WITNESS
SELLER

WITNESS
SELLER

WITNESS
The Bowza Group Inc. in its capacity as liquidator of 304766 P.E. Ltd
WITNESS

WITNESS
WITNESS

WITNESS
WITNESS

INITIAL
BA BA



SCHEDULE "A"

The following terms and conditions replace, modify, and where applicable override, the terms of the contract of purchase and sale to which this Schedule "A" is attached, and any modifications, amendments, additions or addenda thereto (collectively, the "Contract"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" will apply.

Notwithstanding anything in the Contract to the contrary:

1. All references to the Vendor/Seller in the Contract and this Schedule mean The Bowra Group Inc., in its capacity as the Court-Appointed Liquidator (the "Liquidator"), and not in its personal capacity, pursuant to Court-ordered conduct of sale pronounced in B.C. Supreme Court Action No. S2013779 (the "Proceeding").
2. The Liquidator agrees, subject to the other terms of this Contract, to present the Contract to the Court for approval in this Proceeding and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer accepts the Property (as defined in the main body of the Contract) "as is, where is" as of the Possession Date and saves the Liquidator harmless from all claims resulting from or relating to the age, fitness, condition (including environmental 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 to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including with respect to subdivision and as contained in easements.
4. The Buyer acknowledges and agrees that the Liquidator is making no representations and/or warranties whatsoever with respect to the Property and/or any personal property therein or thereon. The Buyer acknowledges and agrees 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 revenue.
5. The Liquidator shall provide the Buyer with only those keys to the premises that are in its possession.
6. The Buyer acknowledges and agrees that, except for any assets specifically included, the assets to be purchased under the Contract do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken at the Buyer's own risk completely, without representation or warranty of any kind from the Liquidator as to the ownership or state of repair of any such personal property or chattels.
7. The Buyer acknowledges and agrees that there will be no adjustments to the purchase price, save for all the usual adjustments of property taxes, rates, local improvement assessments and all other costs customarily adjusted for on a Court-ordered sale of property similar to the Property.
8. The Liquidator is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or by any tenants, guests, assigns, agents or by persons unknown.

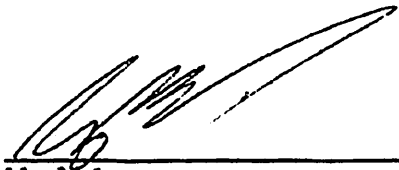
Ed Ke

9. The Buyer acknowledges and agrees that it is solely responsible for and shall perform its own due diligence on the Property and/or any personal property therein or thereon and that any information supplied, provided or to be provided to the Buyer by the Liquidator or its agents or representatives is and was supplied or provided without any representation or warranty, is and was supplied or provided solely for the Buyer's convenience, and is, was or will be obtained from a variety of sources, and the Liquidator has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Buyer.
10. The Buyer hereby waives any requirement for the Liquidator to provide to the Buyer a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulation in respect thereto.
11. The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Liquidator and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Liquidator and/or registered or beneficial owner(s) of the Property. In that regard, the Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Liquidator and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
12. The Buyer expressly acknowledges and agrees that the Purchase Price for the Property does not include Goods and Services Tax ("GST") or Provincial Sales Tax ("PST") or any other tax that may be applicable. The Buyer will be liable for and shall pay all GST, PST and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Liquidator to the Buyer. On the completion date for the sale, the Buyer will provide the Liquidator with a certificate signed by the Buyer or its officer confirming the Buyer's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction as well as an indemnity in that regard in a form acceptable to the Liquidator, and, in any event, the Buyer shall pay any GST and PST and property transfer tax payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other applicable taxes.
13. This Contract is subject to approval by the Supreme Court of British Columbia in the Proceeding, with the real estate commission in respect of this Contract to be paid only if the sale completes pursuant to an order of the Court in the Proceeding.
14. This Contract will become public information prior to the Court approval date and competing buyers will have the ability to submit higher offers. The Buyer will have the ability (subject to the Court's discretion) to modify the Contract to respond to competing offers and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court. So long as it remains in force the Liquidator will be complying with the Bid Process set out in The Supreme Court of British Columbia's COVID-19 Notice No. 31 and the Buyer hereby acknowledges and agrees to that Bid Process and any amendments thereto.

15. This Contract may be terminated at the Liquidator's sole option if at any time prior to Court approval the Liquidator determines it inadvisable to present this Contract to the Court for any reason whatsoever, and in any such event, the Liquidator shall have no further obligations or liability to the Buyer under this Contract or otherwise. If the Liquidator terminates this Contract, then the Buyer will receive back any deposit paid as its sole and exclusive remedy. Written notice shall be deemed to be validly given if received by the agent or solicitor or notary for the Buyer.
16. The Buyer acknowledges and agrees that they are purchasing title in the Property free and clear of all encumbrances of the parties to the Proceeding concerning the Property in accordance with such vesting order as may be made in the Proceeding except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
17. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the completion date, the Liquidator may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Liquidator on account of damages, and not in substitution therefore, without prejudice to the Liquidator's other remedies.
18. No property condition disclosure statement concerning the Property forms part of this Contract whether or not such a statement is attached to it.
19. The Liquidator may, at its sole discretion, extend the completion date for the sale by up to 10 business days.
20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Liquidator as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Liquidator may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the Real Estate Services Act, the Buyer and Liquidator, hereby agree to the release of the Deposit and accrued interest thereon to the Liquidator, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Liquidator, upon written demand from the Liquidator or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
21. If the parties agree in the Contract that vacant possession will be delivered to the Buyer, but the Property remains occupied as of the Possession Date, then the Liquidator, while still required to deliver vacant possession to the Buyer, may wait to deliver vacant possession until after the Liquidator has obtained and enforced a court order for vacant possession and any ancillary or related proceedings have concluded. The Buyer acknowledges and agrees that if vacant possession is unavailable on the Possession Date, then the Buyer must complete the purchase of the Property in any event. In such event, the Buyer acknowledges and agrees that the Liquidator shall not be liable to the

Buyer for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Liquidator's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter provided that the Liquidator makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Liquidator considers advisable in its sole discretion.

22. All funds payable in connection with this Contract of Purchase and Sale shall be paid by certified cheque or bank draft, and shall be delivered by prepaid courier to the lawyer acting for the Liquidator.
23. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.



Liquidator



Buyer



THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT



MLS® NO: 2467328, 7329, 7330 DATE: November 18 2022
 RE: ADDRESS: 1976 SEVENTH AVENUE Trail V1R 4L2
 LEGAL DESCRIPTION: Lot A, Plan EPP34324, District Lot 2919, Kootenay Land District AND Lot B, Plan NEP4971, District Lot 4598, Kootenay Land District, Except Plan 6250 AND Lot 4, Plan NEP2436, District Lot 4598, Kootenay Land District, AMD
 PID: 029-204-151, 008-435-235, 013-167-031 OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE DATED September 21 2022 MADE BETWEEN Benjamin Ames AS BUYER(S), AND The Bowra Group Inc. AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer and Seller agree to EXTEND the following subject condition from November 18, 2022 to November 29, 2022:

16A. BUYER'S CONDITIONS: Subject to the Buyer arranging satisfactory financing on or before 16 / NOVEMBER, 2022. This condition is for the sole benefit of the Buyer.

Time is of the essence.

Ben Ames 
 BUYER 11/18/2022
Benjamin Ames
 PRINT NAME
 WITNESS
[Signature] 
 SELLER The Bowra Group Inc.
 PRINT NAME
 WITNESS

 BUYER
 PRINT NAME
 WITNESS

 SELLER
 PRINT NAME
 WITNESS

 BUYER
 PRINT NAME
 WITNESS

 SELLER
 PRINT NAME
 WITNESS





THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: 2467328, 7329, 7330 DATE: November 25 2022
 RE: ADDRESS: 1976 SEVENTH & 3188 & 3550 HIGHWAY DR Trail BC V1R 4L2
 LEGAL DESCRIPTION: Lot A, Plan EPP34324, District Lot 2919, Kootenay Land District AND Lot B, Plan NEP4971, District Lot 4598, Kootenay Land District, Except Plan 6250 AND Lot 4, Plan NEP2436, District Lot 4598, Kootenay Land District, AMD
 PID: 029-204-151, 008-435-235, 013-167-031 OTHER PID(S): _____


ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED September 21 2022 MADE BETWEEN Benjamin Ames
 _____ AS BUYER(S), AND The Bowra Group Inc.
 _____ AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED

HEREBY AGREE AS FOLLOWS:


This amendment is not intended to be a repudiation of the above noted Contract of Purchase and Sale, nor is it to be used in any way to interpret the same or affect the validity. Unilateral execution of this document by either party shall not constitute a counter offer and shall not, until execution by the parties, have any effect on the underlying agreement dated 21 / September, 2022. Therefore the parties hereby ratifying and confirm that all other covenants, terms and conditions of the said Contract of Purchase and Sale remain the same. Time is of the essence.

The Buyer and Seller agree to EXTEND the following subject condition from 29 / NOVEMBER, 2022 to 5 / DECEMBER, 2022:

16A. BUYER'S CONDITIONS: Subject to the Buyer arranging satisfactory financing on or before 29 / NOVEMBER, 2022. This condition is for the sole benefit of the Buyer.

Ben Ames 
 BUYER 11/25/2022
Benjamin Ames
 PRINT NAME


WITNESS _____


 SELLER The Bowra Group Inc.
 PRINT NAME

WITNESS _____

 BUYER
 PRINT NAME


WITNESS _____


 SELLER
 PRINT NAME

WITNESS _____

 BUYER
 PRINT NAME

WITNESS _____


 SELLER
 PRINT NAME

WITNESS _____



REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER



ADDRESS OF PROPERTY: 1976 SEVENTH & 3188 & 3550 HIGHWAY DR Trail BC V1R 4L2
P.I.D.: 013-167-031 029-204-151, 008-435-235 DATE OF CONTRACT: September 21, 2022
BUYER: Benjamin Ames SELLER: The Bowra Group Inc.

A. REMOVAL/WAIVER OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS /ARE REMOVED/WAIVED. TIME SHALL REMAIN OF THE ESSENCE.

To declare fulfilled or waived the conditions listed below on this day December 5, 2022, from original contract dated and named above.

The subjects below were performed and approved by the buyer and were for the sole benefit of the buyer.

16A. BUYER'S CONDITIONS: Subject to the Buyer arranging satisfactory financing on or before December 5, 2022. This condition is for the sole benefit of the Buyer.

The terms and conditions of the Contract of Purchase and Sale, except as specifically modified by the Addendum, remain in full force and effect.

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)

Grid of boxes for initials

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

Grid of boxes for initials with handwritten 'Bl' in the Buyer box

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE: Ben Ames (BUYER) Benjamin Ames
DATE: 12/5/2022 (BUYER)
WITNESS TO SELLER(S) SIGNATURE: Doug Chivers (SELLER) The Bowra Group Inc.
DATE: December 6, 2022 (SELLER)

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS Lysenko Law OF Rossland B.C. TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE: Ben Ames (BUYER) Benjamin Ames
DATE: 12/5/2022 (BUYER)

THE SELLER HEREBY APPOINTS OF TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO SELLER(S) SIGNATURE: Doug Chivers (SELLER) The Bowra Group Inc.
DATE: December 6, 2022 (SELLER)



BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: 2467328, 7329, 7330 DATE: February 24 2023

RE: ADDRESS: 1976 SEVENTH & 3188 & 3550 HIGHWAY DR Trail BC V1R 4L2

LEGAL DESCRIPTION: LOT A DISTRICT LOTS 2919 AND 4598 KOOTENAY DISTRICT PLAN EPP34324
LOT B DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 4971, EXCEPT PART INCLUDED IN
PLAN 6250
AMENDED LOT 4 (SEE 1188121) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436 EXCEPT PART INCLUDED IN PLAN 13260

PID: 029-204-151, OTHER PID(S): 008-435-235, 013-167-031

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED September 21 2022 MADE BETWEEN Benjamin Ames
 _____ AS BUYER(S), AND
MNP Ltd., in its capacity as court appointed liquidator of 304768 B.C. Ltd

 AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:
 This contract of purchase and sale addendum/amendment (the "Amendment") is not intended to be a repudiation of the above noted Contract of Purchase and Sale dated September 21, 2022 (the "Contract"), nor is it to be used in any way to interpret the Contract or affect the validity. Unilateral execution of this document by either party shall not constitute a counter offer and shall not, until execution by the parties, have any effect on the Contract. Therefore, except as specifically amended herein, the parties hereby ratify and confirm that all other covenants, terms and conditions of the Contract remain the same. Time is of the essence.

On December 21, 2022, Justice Stevens ordered that MNP Ltd. be substituted for The Bowra Group Inc., as such the Seller is now "MNP Ltd. in its capacity as court appointed liquidator of 304768 B.C. Ltd."

It is the intent of the Buyer to assign his interest in the Contract to Trail Apartment Holdings Inc. and Trail Townhome Holdings Inc. Section 40(A) of the Contract provides that the Buyer may not assign his interest in the Contract without the consent of the Seller.

The Seller hereby consents to the Buyer assigning his right, title, benefit and interest in the Contract, to Trail Apartment Holdings Inc. and Trail Townhome Holdings Inc. The consent of the Seller contained in the Amendment is restricted to the aforementioned assignment and the prohibitions against assignment in the Contract will otherwise remain in full force and effect. For certainty, the Seller's consent does not release the Buyer from liability under the Contract.

The Buyer and the Seller agree that should the Seller assign the Contract to Trail Apartment Holdings Inc. and Trail Townhome Holdings Inc., then the Vendor Take Back Mortgage shall be modified so that Trail Apartment Holdings Inc. and Trail Townhome Holdings Inc. shall be the borrower.

The Buyer advises that following the assignment of the Contract, Trail Townhome Holdings Inc. will be purchasing 1976 Seventh Ave., Trail, B.C. and Trail Apartment Holdings Inc. will be purchasing 3188 Highway Drive, Trail, B.C. and 3550 Highway Drive, Trail, B.C.

The Buyer and the Seller agree that the Purchase Price of \$12,500,000.00 is allocated to each of the three properties making up the Property as follows:
 3188 Highway Drive - \$3,000,000.00
 3550 Highway Drive - \$2,250,000.00
 1976 Seventh Ave - \$7,250,000.00

Ben Ames 

BUYER
Benjamin Ames
PRINT NAME


WITNESS
[Signature] 

SELLER
MNP Ltd., in its capacity as court appointed liquidator of 304768 B.C.
PRINT NAME

WITNESS

BUYER 

BUYER
PRINT NAME


WITNESS 

SELLER
PRINT NAME

WITNESS

BUYER 

BUYER
PRINT NAME

WITNESS 

SELLER
PRINT NAME

WITNESS





THE CANADIAN BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: 2467328, 7329, 7330 DATE: February 24 2023

RE: ADDRESS: 1976 SEVENTH & 3188 & 3550 HIGHWAY DR Trail BC V1R 4L2

LEGAL DESCRIPTION: LOT A DISTRICT LOTS 2919 AND 4598 KOOTENAY DISTRICT PLAN EPP34324
LOT B DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 4971, EXCEPT PART INCLUDED IN
PLAN 6250
AMENDED LOT 4 (SEE 1188121) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436 EXCEPT PART INCLUDED IN PLAN 13260

PID: 029-204-151, OTHER PID(S): 008-435-235, 013-167-031

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
DATED September 21 2022 MADE BETWEEN Trail Apartment Holdings Inc. & Trail Townhome Holdings Inc.
Trail Townhome Holdings Inc.


AS BUYER(S), AND


MNP Ltd., in its capacity as court appointed liquidator of 304768 B.C. Ltd


AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:
This contract of purchase and sale addendum/amendment (the "Amendment") is not intended to be a repudiation of the above noted Contract of Purchase and Sale dated September 21, 2022 (the "Contract"), nor is it to be used in any way to interpret the Contract or affect the validity. Unilateral execution of this document by either party shall not constitute a counter offer and shall not, until execution by the parties, have any effect on the Contract. Therefore, except as specifically amended herein, the parties hereby ratify and confirm that all other covenants, terms and conditions of the Contract remain the same. Time is of the essence.

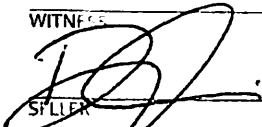

The Buyer and Seller agree to EXTEND the following Subject Condition from January 31, 2023 to March 31, 2023.


16B. SELLER'S CONDITIONS: this offer/contract is subject to approval by the Supreme Court of British Columbia in the Proceeding, on or before January 31, 2023. This condition is for the benefit of the Seller.


BUYER 
Trail Apartment Holdings Inc.
PRINT NAME

BUYER 
Trail Townhome Holdings Inc.
PRINT NAME

BUYER 
PRINT NAME

WITNESS

SELLER 
MNP Ltd., in its capacity as court appointed liquidator of 304768 B.C.
PRINT NAME

WITNESS
SELLER 
PRINT NAME

WITNESS
SELLER 
PRINT NAME

WITNESS

WITNESS

WITNESS



1. Application

OWEN BIRD LAW CORPORATION
2900 - 733 Seymour Street
PO Box 1
Vancouver BC V6B 0S6
604 691-7558

39640-0000/KRS/SCC

2. Description of Land

PID/Plan Number	Legal Description
029-204-151	LOT A DISTRICT LOTS 2919 AND 4598 KOOTENAY DISTRICT PLAN EPP34324
008-435-235	LOT B DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 4971, EXCEPT PART INCLUDED IN PLAN 6250
013-167-031	AMENDED LOT 4 (SEE 118812I) DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN 2436 EXCEPT PART INCLUDED IN PLAN 13260

3. Borrower(s) (Mortgagor(s))

BENJAMIN AMES
265 MACNAB STREET SOUTH
HAMILTON ON L8P 3E2

4. Lender(s) (Mortgagee(s))

THE BOWRA GROUP INC.
SUITE 430 - 505 BARRARD STREET
VANCOUVER BC V7X 1M3

A0063271

IN IT'S CAPACITY AS COURT APPOINTED LIQUIDATOR OF
 304768 B.C. LTD.

5. Payment Provisions

Principal Amount	Interest Rate	Interest Adjustment Date
\$9,375,000.00	5% per annum	N/A
Interest Calculation Period	Payment Dates	First Payment Date
Compounded Annually	Monthly on the ** day of each month	**30 days from funding date, not including weekends/statutory holidays
Amount of each periodic payment	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is	Last Payment Date
Interest Only	N/A % per annum	**6 months from the funding date



Land Title Act

Mortgage

Part 1 Province of British Columbia

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

10. ADDITIONAL AND MODIFIED TERMS:

1. Prepayment

1.1 Provided that the borrower is not in default hereunder, the borrower shall have the right, at any time and without notice or bonus, to pay the whole or any part of the principal amount secured by this mortgage.

2. Due on Sale and save and except for 029-204-151 Lot A District Lots 2919 and 4598 Kootenay District Plan EPP34324

2.1 Provided that in the event the borrower sells, conveys, transfers or assigns ^("1976 7th Ave, Trail") all or any portion of his or her right, title or interest in and to the land, or agrees to do so, the full principal amount secured by this mortgage together with the interest accrued thereon shall immediately become due and payable.

2.1 (a) (a) Notwithstanding the foregoing, in the event the borrower sells, conveys, transfers or assigns all or any portion of his or her right, title or interest in and to 1976 7th Ave, Trail, or agrees to do so, a sum equal to the closing value of 1976 7th Ave times 75% LTV divided by the number of units sold, up to 48 townhouses, shall be due and payable upon that closing.

3. Assignment of Rents

3.1. In this section 3 unless there is something in the subject matter or context inconsistent therewith,

(a) "Leases" includes:

- (i) every existing and future lease and agreement to lease in respect of the whole or any portion of the land;
- (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the land, whether or not pursuant to any written lease, agreement or licence;
- (iii) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the land; and
- (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the land;

(c) "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.

3.2. The borrower hereby assigns to the lender, its successors and assigns (as security for the principal, interest, and other amounts secured by this mortgage and until the monies due under and by virtue of this mortgage have been fully paid and satisfied), the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the borrower or the owner from time to time of the land or the name of the lender, as the lender may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the borrower or the owner from time to time of the land or in the name of the lender, as the lender may elect in its sole discretion.

3.3. The borrower hereby represents, warrants, covenants and agrees that:

- (a) complete and true copies of all of the presently existing Leases have been delivered to the lender;
- (b) the borrower will not without the prior written consent of the lender perform or omit to perform any act having the effect of terminating, cancelling or

accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the borrower or any obligations of any other party thereunder or in connection therewith;

- (c) none of the Leases or the borrower's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
- (d) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;
- (e) there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
- (f) there is no outstanding dispute under any of the Leases by any party thereto; and
- (g) the borrower will observe and perform all of the borrower's obligations under each of the Leases.

3.4. Subject to the provisions of section 3.3(d) above, the borrower shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until the lender shall give notice to the tenant, user, occupier, licensee or guarantor thereunder requiring payment to the lender.

3.5. Nothing contained herein or in any statute shall have the effect of making the lender, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the borrower, and the lender shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the land or the mortgaged premises and the lender shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the lender shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.

3.6. The borrower hereby agrees to execute such further assurances as may be reasonably required by the lender from time to time to perfect this section 3 and the assignment of Rents. The borrower will from time to time at the reasonable request of the lender furnish to the lender a copy of the current rent roll of the building on the land showing the basic terms of all Leases and, if requested by the lender, give the lender a specific assignment of the Rents thereunder in form satisfactory to the lender.

3.7. The borrower further agrees that the borrower will not lease or agree to lease any part of the land except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased. Notwithstanding the foregoing, the borrower shall not be obligated to amend any existing residential tenancy agreements other than to increase the rent in accordance with the Residential Tenancy Act and associated regulations.

3.8. The borrower hereby agrees to indemnify at all times and from time to time and save the lender harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the lender may sustain or incur by reason of the borrower's failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the lands or by any former tenant of the building and agrees that all rents charged with respect to the land or any part thereof will be lawful rents pursuant to any legislation governing same in the province in which the land are located and further agrees that he will file all items required to be filed by such legislation in a timely, accurate and complete way.

Appendix C

Colliers' Marketing Report for the
Multi-Residential Properties dated December 19, 2022



MARKETING ACTIVITY

To: The Bowra Group, in its Capacity as Court Appointed Liquidator of 304768 BC Ltd. And Glenmerry Market Ltd.

Date: December 19th, 2022

From: Bill Randall, Executive Vice President
Colliers (the "Agent")

Mario Berno
RE/MAX All-Pro Realty, Trail.

RE: 3550 Highway Drive, 3188 Highway Drive and 1976 Seventh Avenue
("The Properties")

We have engaged in the following marketing activities

- Listed May 31st, 2022
- Multiple emails to our select Colliers investor & developer database which contains over 2,500 recipients
- Multiple emails to our apartment owner's database which has over 300 recipients
- 3550 Highway Drive, 3188 Highway Drive and 1976 Seventh Avenue has been continuously marketed on the Colliers website.
- 3550 Highway Drive, 3188 Highway Drive and 1976 Seventh Avenue has been continuously marketed on Bill Randall's personal website.
- Brochure created ([link to brochure](#))
- CIM, essentially a more detailed brochure, created ([link to CIM](#))
- Distribution to all Colliers offices in Canada
- Over 150 packages sent out
- Over 100 personal phone calls made

The attached Data Room ([link to data room](#)) emailed to the following parties who have expressed interest in 3550 Highway Drive, 3188 Highway Drive and 1976 Seventh Avenue.

- ✓ Liquidation Order
 - ✓ Property taxes for all 3 properties
 - ✓ Rent roll for all 3 properties
 - ✓ Title search for all 3 properties
 - ✓ Detailed income statements for all 3 properties
 - ✓ Detailed expense statement for all 3 properties
 - ✓ Detailed repairs and maintenance reports for all 3 properties
 - ✓ Service agreements for all 3 properties
 - ✓ Photos
-
- Conducted open houses on two days at all the apartment buildings for buyers to view
 - Undertook with EXP Consulting to complete detailed Phase 2 Environmental Reports
 - Listed on MLS and Realtor.CA on September 6th, 2022, with over 500 views
 - Sent out twice to Commercial Broadcast, an email service which goes to over 4,000 realtors in BC
 - Met with the Property Managers and toured all units of each apartment building

Interested Parties – Due Diligence package received

- o Jared Gibbons, Royal Le Page
- o Casey Pollard, CBRE (client made an offer)
- o Ben Ames (Purchaser)
- o James Blair, Marcus & Millichap (client made an offer)
- o Brian Lerose
- o Nick Bodle, Royal Le Page
- o Tristan Chart, Fair Realty
- o Blake Telane
- o Joe Ungaro
- o Damon Stamboulch
- o Capital West Mortgage
- o Investment Management Synvest
- o Austeville Properties
- o Brookes Properties
- o Aidan Wonnacott
- o Tejinder Bains
- o Shah Karan
- o Jennifer Hiebner, Realtor
- o Terry Alton, Century 21
- o Devin Sorenson, MacDonald Realty
- o Travis Heal
- o Black Elm
- o Chris Winckers, MacDonald Commercial
- o Novio Enterprises (Made an offer)
- o Arshan Quershi
- o Sunil Suvama, Colliers
- o Brian Thate
- o Katey Uris
- o Man Antea
- o Saurabh Sethi
- o Nathan Duneau
- o Jay Ujhar
- o Joy Demelo, realtor
- o Matt Ferrario
- o Adam Rabeda, NAI
- o Gaugcheng Wu (made a verbal offer)
- o Dwellscape Investments
- o BrodIn Fyke
- o Skyreach Capital
- o Marwan Investments
- o GMX Excavation
- o Amy Ens, realtor
- o Mandeep Grewal
- o Adrian Beruschi, CBRE
- o Raymond Leung
- o Jas Pannu (client made an offer)
- o WK Mechanical
- o Tyler Gienger, Castlegar Realty
- o Jack McConnachie, Remax All-Pro Realty
- o Keith Dewitt, Remax All-Pro Realty

Comments

The Properties have received relatively strong interest with over 50 potential buyers receiving access to the Data Room for due diligence on the properties

The majority of the interest has been from individuals and families familiar with the Kootenay Region. The activity from Funds, REITS, and other investment companies has been somewhat limited. We feel the reason for this is that interest rates have effectively doubled since the Property was listed in May and banks have become very stringent on lending with more capital requirements, lower loan to value ratios and lengthy approval times. The majority of the interest has been in the portfolios as a whole.

Offers

Please note, all the offers that were presented had buyers conditions, as did the current offer. The current offer has now removed their buyer's conditions which is now only conditional to Court Approval.

Current offer: Ben Ames - \$12,500,000 , subject to Court Approval , received September 21, 2022.

Offers

- Mario Morrison, \$11,200,000, 60 day, 60 Purchaser condition, received October 11th, 2022
 - ~~304788 BC Ltd.~~ \$11,000,000, 65 day Purchaser condition, received September 29th, 2022
 - Novio Enterprises Ltd., \$11,155,000, 40 day Purchaser condition, received September 20th, 2022
 - Highliving Properties Ltd., \$10,900,000 , 60 day Purchaser condition, received September 14th, 2022
 - in addition, there were two other groups that wanted to offer less than \$10,000,000 and I advised that the price was too low to get consideration.
- VR Medics Holding Inc.

Recommendations

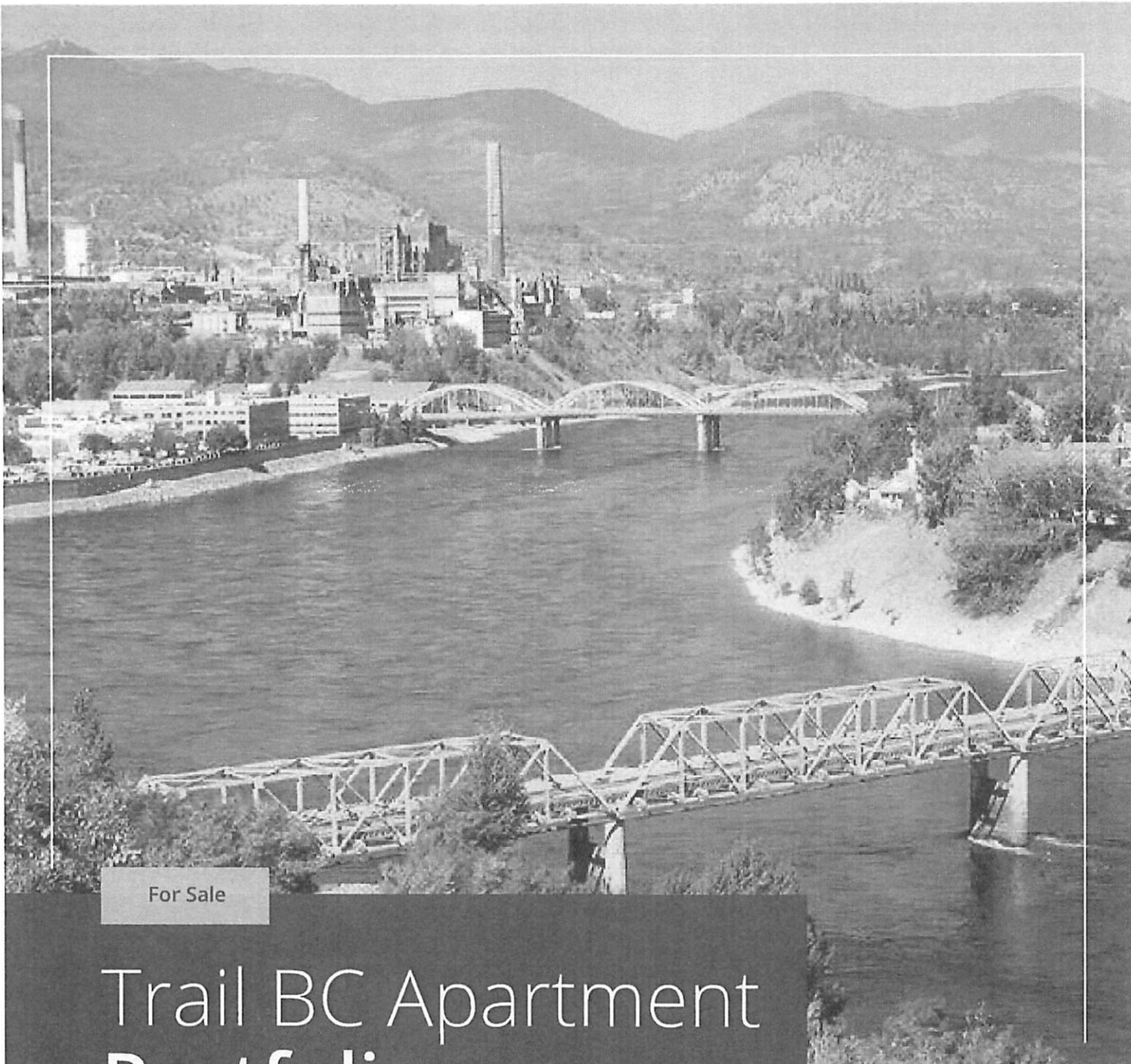
The Opportunity has been well exposed since May 31st, 2022 as demonstrated by the 50 interested parties and five written offers. We believe the current offer is a very strong offer and recommend Court approval, it is possible that offerors show up in Court and all the other offerors including additional parties have asked to be advised of the Court date.

Given the interest rate environment, financing challenges, inflation, downside pricing risks, and rent increase controls – there are challenges.

Best Regards,



Bill Randall
Personal Real Estate Corporation
Executive Vice President
+1 604 604 671 3077
bill.randall@colliers.com



For Sale

Trail BC Apartment Portfolio

3550 Highway Drive | 3188 Highway Drive | 1976 Seventh Avenue
Trail, BC

Bill Randall
Personal Real Estate Corporation
Executive Vice President
+1 604 671 3077
Bill.Randall@colliers.com

Mario Berno
Broker, Re/Max
+1 250 368 1027
Mario.Berno@gmail.com



Accelerating success.



The subject properties are located in the City of Trail in BC. The City of Trail is situated on the Columbia River in the West Kootenay region of British Columbia with 8,250 people calling it home. It is a special place with affordable real estate, outstanding recreational facilities, and an abundance of outdoor activities. In addition, it has an active arts and culture community and a variety of service clubs and organizations.

The properties enjoy a 10-minute drive to the Trail Regional Airport, and 20-minute drive to the Red Mountain Resort which is wonderful for the winter vacations.

Investment Highlights



Home to one of the largest lead and zinc smelters in the world



Low municipal tax rates, development tax exemption bylaws and land tax incentives



Commercial and residential real estate prices are significantly below BC average



Close to the trading areas and US borders, easy access to highways, rail and airports



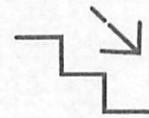
Diverse and affluent population



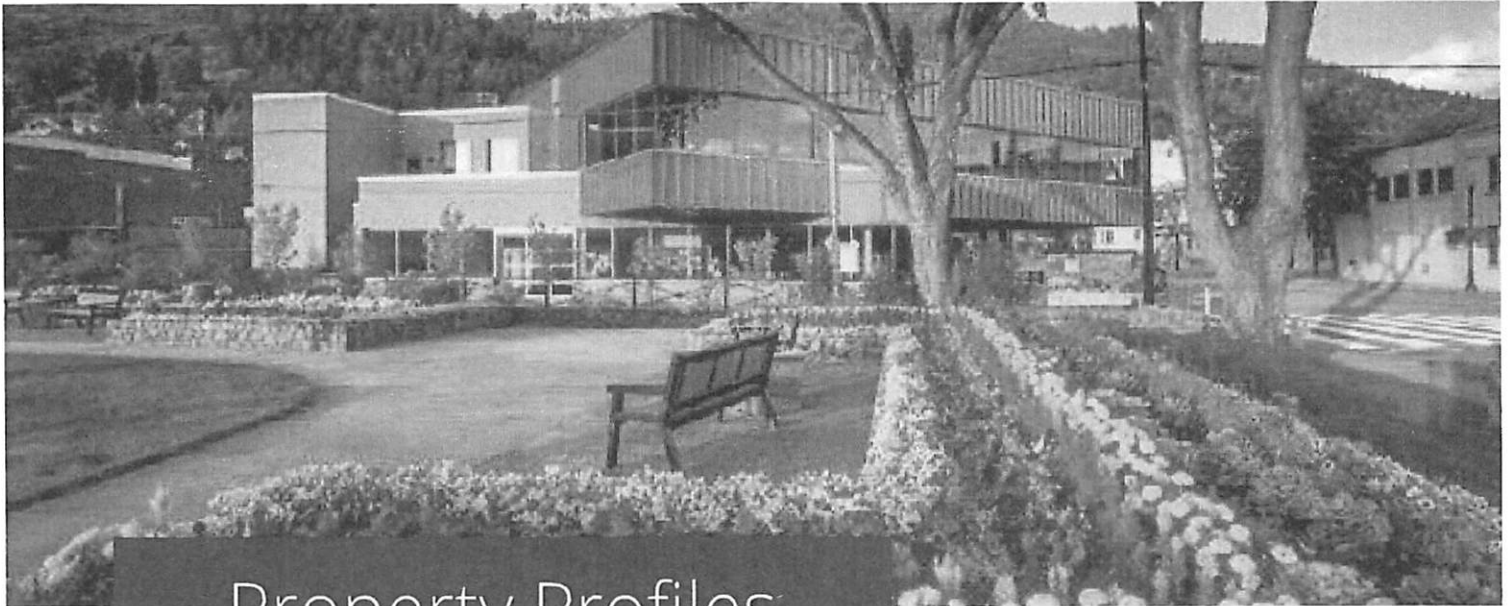
Teck Cominco employ 1,800 people



Very low residential vacancy



Below market rents



Property Profiles

- The Properties can be purchased individually, but preference may be given to an en bloc purchaser.
- Environmental reports are available for all the properties



Property Name	1. Francesco's Estates	2. Ermelinda Estates	3. Bella Vista
Civic Address	3550 Highway Drive, Trail, BC	3188 Highway Drive, Trail, BC	1976 Seventh Avenue, Trail, BC
Site Area	2.03 acres	1.70 acres	3.56 acres
Current Zoning	R7 - Medium Density Multiple Family Residential Zone	R7 - Medium Density Multiple Family Residential Zone	R6 - Low Density Multiple Family
Current Improvements	30-unit rental building, three-storey apartment style with an elevator, very good condition	28 one bedroom 13 two bedroom 1 office unit	12 four-unit, two-level rental townhouses, total of 48 units, very good condition
Suite Mix	7 - one bedroom 10 - two bedroom 13 - three bedroom	28 - one bedroom 13 - two bedroom 1 - office	20 - two bedroom 28 - three bedroom
Age of Building	42 years old	43 years old	46 years old
Property Taxes (2022)	\$15,920.87	\$20,256.03	\$32,492.56
Comments	Boiler room pipe refit 2021 Elevator upgrade 2019 One of the premier apartment buildings in the area	Boiler room pipe refit 2021 Roof work 2020 Elevator upgrade 2019 River views	Roof work 2021 Beautiful, large yard area
Estimated Net Income (2022)	+/- \$219,000	+/- \$287,000	+/- \$337,000
Asking Price	\$3,700,000	\$4,000,000	\$5,400,000

Trail BC Apartment Portfolio

3550 Highway Drive | 3188 Highway Drive | 1976 Seventh Avenue
Trail, BC

For more information,
please contact:

Bill Randall

Personal Real Estate Corporation

Executive Vice President

+1 604 671 3077

Bill.Randall@colliers.com

Mario Berno

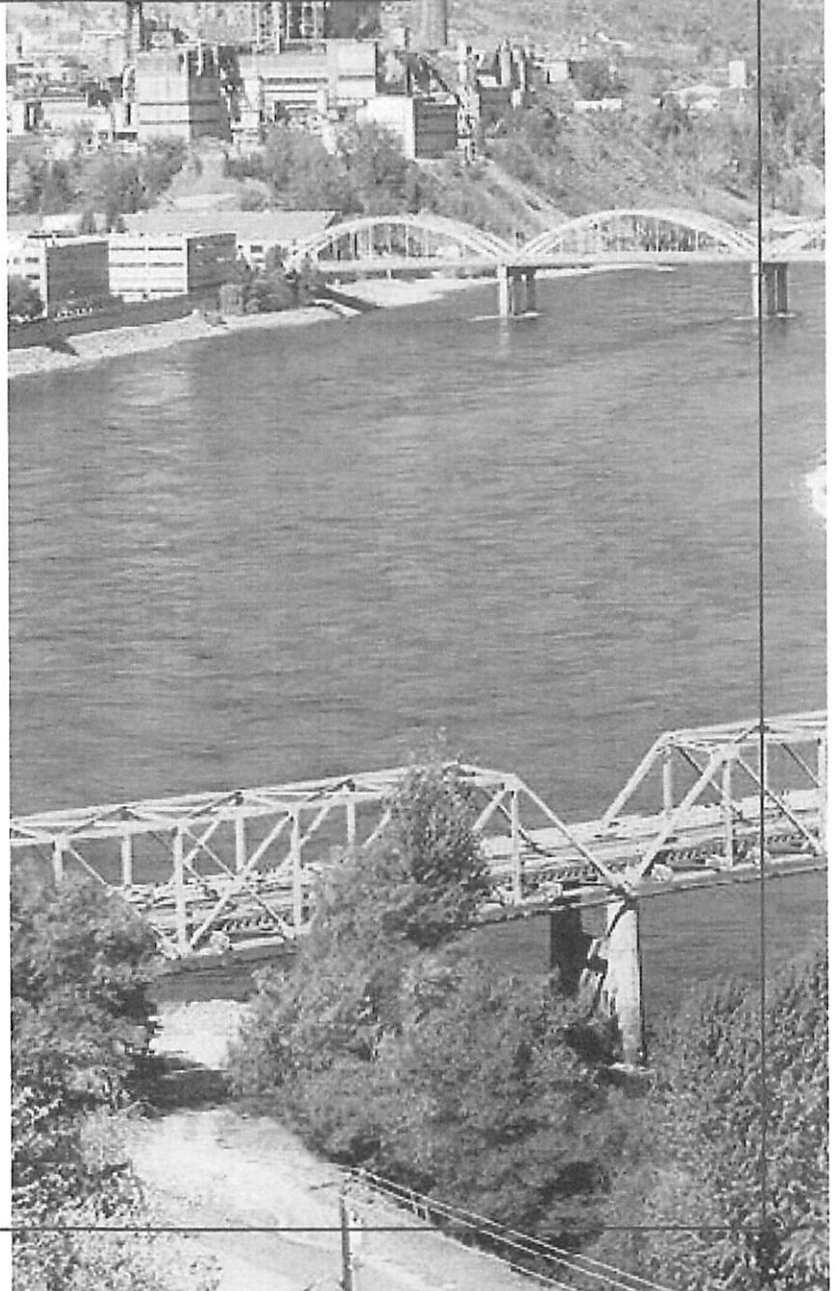
Broker, Re/Max

+1 250 368 1027

Mario.Berno@gmail.com

Colliers

Copyright © 2022 Colliers International. This document has been prepared by Colliers International for advertising and general information only. Colliers International makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy and reliability. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers International excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from. This publication is the copyrighted property of Colliers International and/or its licensor(s). 2022



Colliers


Trail BC Apartment Portfolio

3 well maintained and managed buildings
located in the Kootenays of BC



For Sale

Bill Randall
Personal Real Estate Corporation
Executive Vice President
Direct: +1 604 692 1097
Mobile: +1 604 671 3077
bill.randall@colliers.com

Explore 

Trail BC

Multifamily Portfolio

The Offering

Colliers is pleased to introduce the Trail BC Apartment Portfolio which offers investors a rare opportunity to acquire 3 very well maintained and managed buildings located in high-demand tertiary markets. Each of the three properties are situated in amenity rich locations.

The properties are being offered for sale individually or as a portfolio, with submissions to be evaluated primarily on the consideration of the assets, the method of payment for consideration, the prospective purchaser's ability to complete the transactions, the form of offers and the proposed date and conditions of closing.

[Home](#)

[The Offering](#)

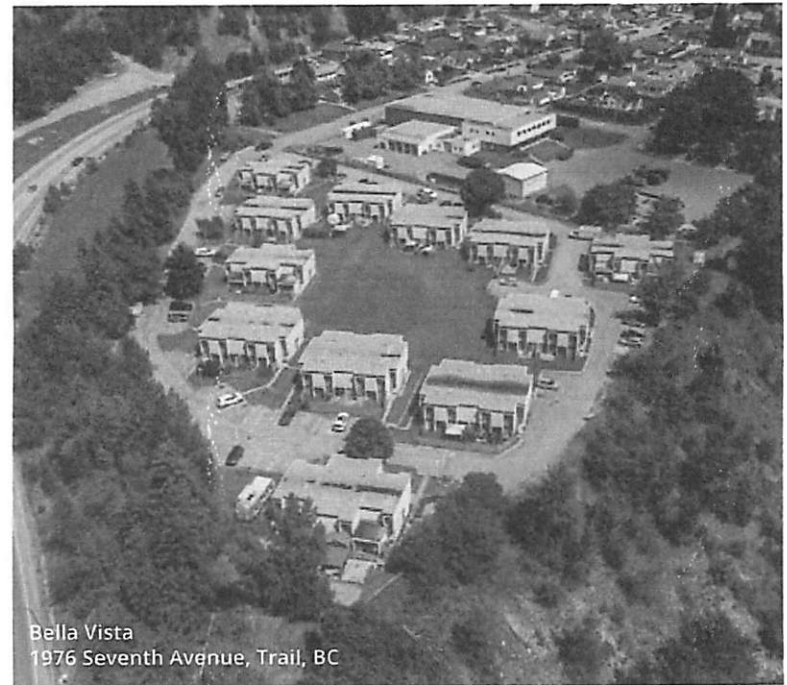
[Property Summary](#)

[Location](#)

[Investment Highlights](#)

[Portfolio Summary](#)

[Contact](#)



Francesco's Estates 3550 Highway Drive, Trail, BC

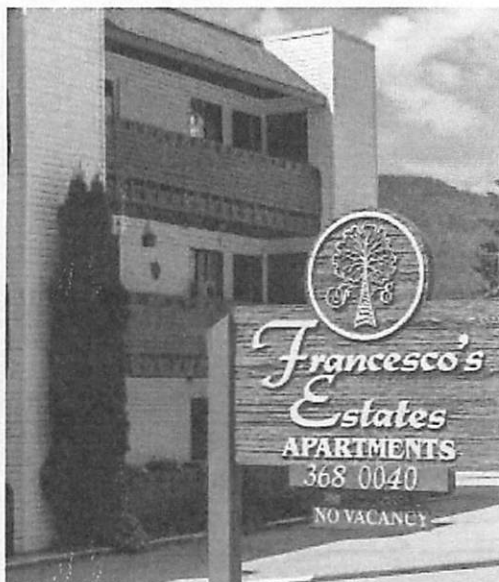
3550 Highway Drive is comprised of a 30 unit 3-storey, multi-residential building in very good condition. The unit has had a boilers room upgrade in 2021 and an elevator upgrade in 2019.

This professionally managed, 30-suite apartment style complex is a turnkey investment opportunity strategically positioned in the quaint neighbourhood of Trail. Close to many local amenities, this property is also a short drive to the Trail Regional Airport and the Red Mountain Resort which is wonderful for outdoor activities and winter vacations.



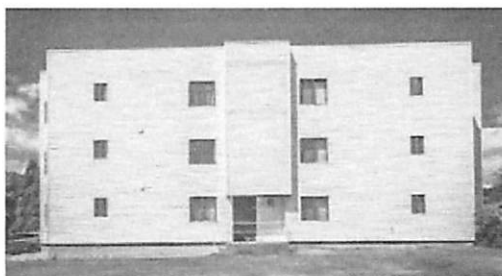
Trail BC

Multifamily Portfolio



[Home](#) [The Offering](#) [Property Summary](#) [Location](#) [Investment Highlights](#) [Portfolio Summary](#) [Contact](#)

Francesco's Estates 3550 Highway Drive, Trail, BC



Municipal Address	3550 Highway Drive, Trail, BC
--------------------------	-------------------------------

Estimated Net Income	+/- \$219,000
-----------------------------	---------------

Expense Ratio	33%
----------------------	-----

Lot Size	2.03 acres
-----------------	------------

Age of Building	42 years
------------------------	----------

Building Size	3-Storey
----------------------	----------

Suites	30
---------------	----

Suite Mix	22 one bedroom 10 two bedroom
------------------	----------------------------------

Laundry Facility	On-site
-------------------------	---------

Elevator	Yes
-----------------	-----

Financing	Free & Clear
------------------	--------------

Trail BC

Multifamily Portfolio

3188 Highway Drive is comprised of a 42 unit multi-residential building, inclusive of one office unit. The Property has undergone numerous capital upgrades, inclusive of a new boiler room fit out, elevator upgrade and roof work done in 2020.

[Home](#) [The Offering](#) [Property Summary](#) [Location](#) [Investment Highlights](#) [Portfolio Summary](#) [Contact](#)

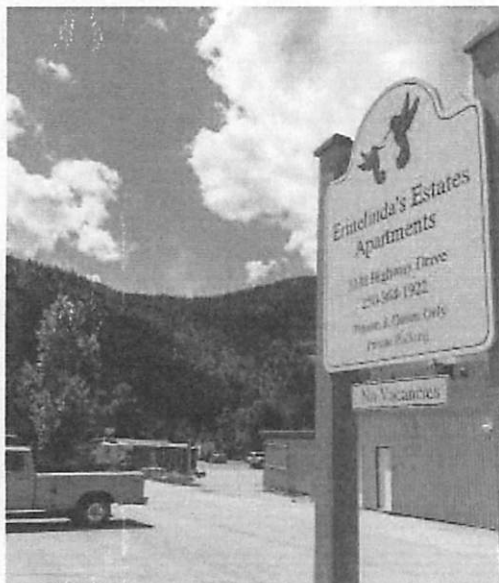
[3550 Highway Drive](#) | [3188 Highway Drive](#) | [1976 Seventh Avenue](#)

Ermelinda Estates 3188 Highway Drive, Trail, BC



Trail BC

Multi-family Portfolio



[Home](#) [The Offering](#) [Property Summary](#) [Location](#) [Investment Highlights](#) [Portfolio Summary](#) [Contact](#)

Ermelinda Estates 3188 Highway Drive, Trail, BC



Municipal Address	3188 Highway Drive, Trail, BC
Estimated Net Income	+/- \$287,000
Expense Ratio	30%
Lot Size	1.70 acres
Age of Building	43 years
Building Size	4-Storey
Suites	42
Suite Mix	28 one bedroom 13 two bedroom 1 office unit
Laundry Facility	On site
Elevator	Yes
Financing	Free and clear

Trail BC

Multifamily Portfolio

1976 Seventh Avenue is comprised of 12, four-unit, two-level rental townhouses in very good condition. The 48 unit building is strategically located in the city of Trail.

Bella Vista is well positioned for future growth as the nearby area continues to be redeveloped. A short drive away is Trail City Centre which offers a wide variety of amenities including many restaurants, hotels, museums, parks and outdoor recreational activities year round.

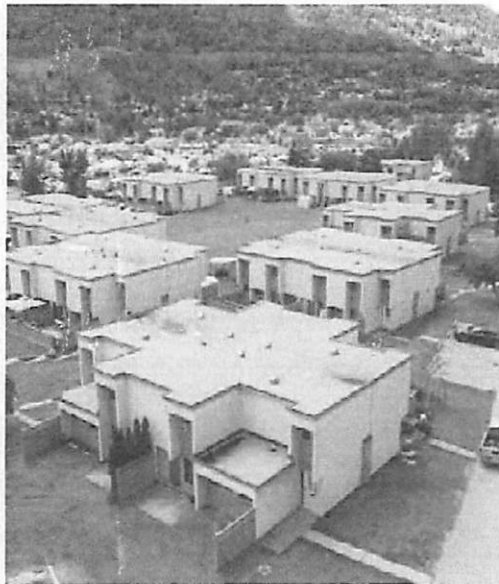
[Home](#) [The Offering](#) [Property Summary](#) [Location](#) [Investment Highlights](#) [Portfolio Summary](#) [Contact](#)

[3550 Highway Drive](#) | [3188 Highway Drive](#) | [1976 Seventh Avenue](#)

Bella Vista 1976 Seventh Avenue, Trail, BC



Trail BC
Multifamily Portfolio



[Home](#) [The Offering](#) [Property Summary](#) [Location](#) [Investment Highlights](#) [Portfolio Summary](#) [Contact](#)

Bella Vista 1976 Seventh Avenue, Trail, BC



Municipal Address	1976 Seventh Avenue, Trail, BC
Estimated Net Income	-/- \$337,000
Expense Ratio	32%
Lot Size	3.56 acres
Age of Building	46 years
Building Size	2-Storey
Suites	48 Units
Suite Mix	12, four unit, two-level townhouses
Financing	Free & Clear

Trail BC

Multifamily Portfolio

Trail

The City of Trail is situated on the Columbia River in the West Kootenay region of British Columbia with 8,250 people calling it home. It is a special place with affordable real estate, outstanding recreational facilities, and an abundance of outdoor activities. In addition, it has an active arts and culture community and a variety of service clubs and organizations.



Population
8,250



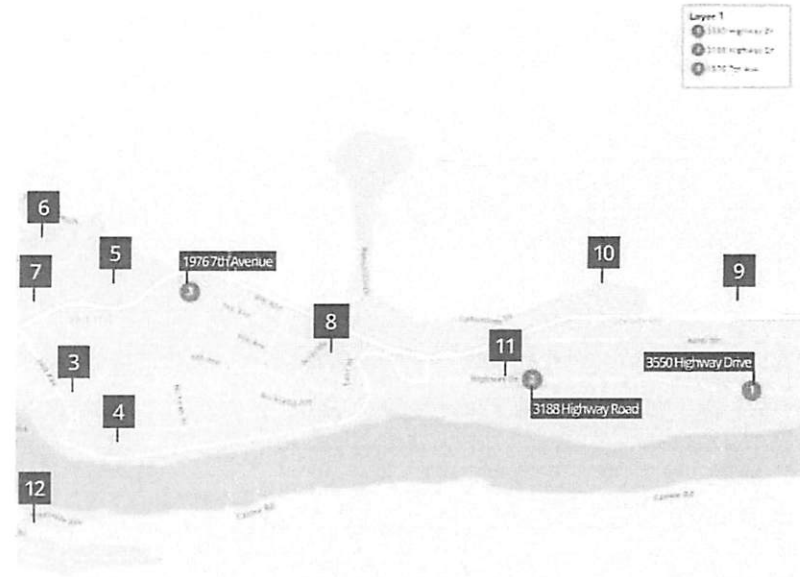
Median Age
45.90



AVG HH Income
\$53,527

Local Amenities

1	3550 Highway Drive
2	3188 Highway Road
3	1976 7th Avenue
4	Trail Aquatic & Leisure Centre
5	JL Crowe Secondary School
6	Kootenay Boundary Regional Hospital
7	RBC
8	Pople Park
9	Church of Latter Day Saints
10	Andy Bilesky Park
11	Glenmerry Bowl
12	Trail Museum and Archives



Trail BC
Multifamily Portfolio



[Home](#) [The Offering](#) [Property Summary](#) [Location](#) **[Investment Highlights](#)** [Portfolio Summary](#) [Contact](#)

[Highlights](#) | [Gallery](#)

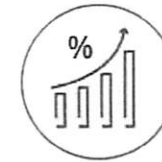
Investment Highlights



Professionally Managed,
Turnkey Income
Properties



High Performing Assets.



Very high Historical
Occupancy Rate



Capital Upgrades
Recently
Completed



45/75 Suites Repositioned
Since 2017



Rental Upside Available



Located in High-Demand
Tertiary Markets

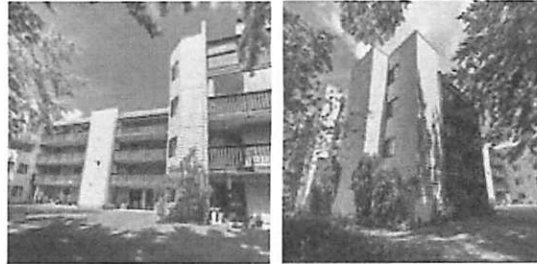
Trail BC

Multifamily Portfolio

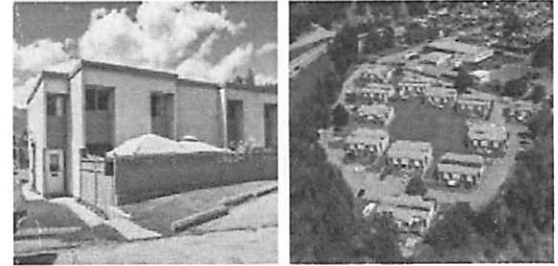
3550 Highway Drive, Trail, BC



3188 Highway Drive, Trail, BC



1976 Seventh Avenue, Trail, BC



[Home](#) [The Offering](#) [Property Summary](#) [Location](#) [Investment Highlights](#) [Portfolio Summary](#) [Contact](#)

[Highlights](#) | [Gallery](#)



Bill Randall
Personal Real Estate Corporation
Executive Vice President
Direct: +1 604 692 1097
Mobile: + 1 604 671 3077
bill.randall@colliers.com

Copyright © 2021 Colliers International. This document has been prepared by Colliers International for advertising and general information only. Colliers International makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy and reliability. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers International excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from. This publication is the copyrighted property of Colliers International and/or its licensor(s).

Copyright © 2021 Colliers Macaulay Nicholls Inc.



collierscanada.com



Home

Accelerating success.

Appendix D

Accepted Offer from Andrew Thomas for
1450 Cedar Avenue dated February 15, 2023



BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: 2465576

DATE: February 15 2023

PART 1 - INFORMATION SUMMARY

1. Prepared By	
1.1 Name of Brokerage	RE/MAX All Pro Realty
1.2 Brokerage Address	1252 Bay Avenue Trail BC V1R4A6 Phone No. (250) 368-5000
1.3 REALTOR®'s Name	NATHAN KOTYK
1.4 Personal Real Estate Corporation	
1.5 REALTOR®'s Email Address	nkotyk2@gmail.com Fax No. (250) 368-3340
1.6 Brokerage Phone No. (250) 368-5000	Fax No. (250) 368-3340
2. Parties to the Contract	
2.1 Seller	The Bowra Group Inc / Court appointed Liquidator of 304768
Seller	
Seller	
2.2 Seller's Address	
2.3 Seller's Phone No.	Fax No.
2.4 Seller's Email Address	
2.5 Seller's Incorporation No.	2.6 Seller's GST No.
2.7 Buyer	Andrew Thomas
Buyer	
Buyer	
2.8 Buyer's Address	1364 Bay Ave Trail BC
2.9 Buyer's Phone No. 250-499-6535	Fax No.
2.10 Buyer's Email Address	andrewthomasbc@gmail.com
2.11 Buyer's Incorporation No.	2.12 Buyer's GST No.
3. Property	
3.1 Civic Address of Property	1450 Cedar Ave Trail BC V1R 4L2
3.2 Legal Description of Property	Parcel B, Lot 5, Block 12, Plan NEP465, District Lot 230, Kootenay Land District, (SEE 275571) Lot 6 Block 12 Plan NEP465 District Lot 230 Land District 26
PID	016-270-703, 016-270-657

BUYER'S INITIALS

SELLER'S INITIALS

BC 2023 REV. JAN 2023


COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2023, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForms®

PROPERTY ADDRESS

4. Purchase Price	\$ 240,000.00	Clause
4.1 Two Hundred ^{Fifty} Thousand ₀₀	\$ 240,000.00 \$ 250,000.00 Dollars	14
5. Deposit		Clause
5.1 Deposit to be provided by the following date: <input checked="" type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> date _____ <input type="checkbox"/> other _____		15
5.2 Amount of Deposit 10,000.00	Ten Thousand	15
5.3 Deposit to be paid in trust to RE/MAX ALL PRO REALTY (2016) LTD.		15
6. Completion Date		
6.1 Completion Date	May 01 2023	17
7. Possession Date		
7.1 Possession Date	May 01 2023	18
7.2 Vacant Possession <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7.3 All Existing Tenancies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
8. Adjustment Date		
8.1 Adjustment Date	May 01 2023	19
9. Viewing Date		
9.1 Viewing Date	February 14 2023	21
10. Agency Disclosure		
10.1 Seller's Designated Agent	REALTOR® William Randall REALTOR® _____ Brokerage Colliers International	38A
10.2 Buyer's Designated Agent	REALTOR® Nathan Kotyk REALTOR® _____ Brokerage RE/MAX ALL PRO REALTY	38B
10.3 Limited Dual Agency Designated Agent	REALTOR® _____ REALTOR® _____ Brokerage _____	38C
10.4 Date of Limited Dual Agency Agreement		38C


BUYER'S INITIALS


SELLER'S INITIALS

PROPERTY ADDRESS

11. Acceptance <i>22.01</i>			
11.1 Offer Open Until - Date	February 17 2023	Time	12:00 p.m. 43
12. Schedules			
15 Deposit	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15
16A Buyer's Conditions	Attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	16
16B Seller's Conditions	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16
18 Accepted Tenancies	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	18
20A Additional Included Items	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	20
20B Excluded Items	Attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	20
22 Additional Permitted Encumbrances	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	22
23 Additional Seller's Warranties and Representations	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	23
24 Additional Buyer's Warranties and Representations	Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	24
41 Additional Terms	Attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	41

PART 2 - TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.


BUYER'S INITIALS


SELLER'S INITIALS

BC 2023 REV. JAN 2023

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCO)

© 2023, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForms®

PROPERTY ADDRESS

16. CONDITIONS: The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

17. COMPLETION: The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.

18. POSSESSION: The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").

19. ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").

20. INCLUDED ITEMS: The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.

21. VIEWED: The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 9.1.

22. TITLE: Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.

BT		
----	--	--

BUYER'S INITIALS

DL		
----	--	--

SELLER'S INITIALS

BC 2023 REV. JAN 2023

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2023, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForms®

PROPERTY ADDRESS

- 23. **ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. **ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. **GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act (Canada)* (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Provincial Sales Tax Act* arising out the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, wire transfer, certified cheque, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 27A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (A) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); and (B) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.
- 28. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 29. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

BT		
----	--	--

BUYER'S INITIALS

DL		
----	--	--

SELLER'S INITIALS

BC 2053 REV. JAN 2023

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2023, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForms®

PROPERTY ADDRESS

- 30. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 31. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 32. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Clause 38, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - If the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

BT		
----	--	--

BUYER'S INITIALS

BC 2053 REV. JAN 2023

--	--	--

SELLER'S INITIALS

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)

© 2023, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All rights reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CREA WEBForms®

PROPERTY ADDRESS

- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

38. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

IT		
----	--	--

INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with the Designated Agent(s)/REALTOR®s specified in Clause 10.1 who is/are licensed in relation to the brokerage specified in Clause 10.1.

IT		
----	--	--

INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.2 who is/are licensed in relation to the brokerage specified in Clause 10.2.

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with the Designated Agent(s)/REALTOR®(s) specified in Clause 10.3 who is/are licensed in relation to the brokerage specified in Clause 10.3, having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated the date set out in Clause 10.4.

--	--	--

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

--	--	--

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

39. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 44(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

39A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

40. **ADDITIONAL TERMS:** The additional terms set out in Schedule 40 are hereby incorporated into and form a part of this Contract.

IT		
----	--	--

BUYER'S INITIALS

IT		
----	--	--

SELLER'S INITIALS

41. ACCEPTANCE IRREVOCABLE:


 BUYER'S INITIALS

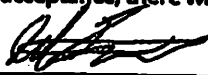





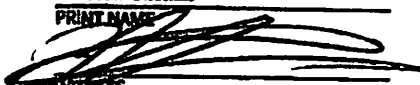

 SELLER'S INITIALS

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 41. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

42. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

43. OFFER: This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.





 BUYER		 BUYER		 BUYER	
Andrew Thomas PRINT NAME		PRINT NAME		PRINT NAME	
 WITNESS		WITNESS		WITNESS	

44. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA  INITIALS NON-RESIDENT OF CANADA  INITIALS as defined under the *Income Tax Act*.

 SELLER		SELLER		SELLER	
The Bence Group Inc / Court appointed Liquidator of 204722 PRINT NAME		PRINT NAME		PRINT NAME	
WITNESS		WITNESS		WITNESS	

*PREC represents Personal Real Estate Corporation

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

BC 2053 REV. JAN 2023

COPYRIGHT BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)


© 2023, British Columbia Real Estate Association ("BCREA") and the Canadian Bar Association British Columbia Branch ("CBABC"). All right reserved. This form was developed by BCREA and CBABC for the use and reproduction by BC REALTORS® and members in good standing with the CBABC, and other authorized in writing by BCREA and/or CBABC. Any other use or reproduction is prohibited except with prior written consent of BCREA and/or CBABC. This form is not to be altered when printing or reproducing the standard pre-set portion. BCREA and CBABC bears no liability for your use of this form.

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

MLS® NO: 2465576

DATE: February 15 2023

RE: ADDRESS:	1450 Cedar Ave	Trail	BC V1R 4L2
Parcel B, Lot 5, Block 12, Plan NBP463, District Lot 230, Kootenay Land District, (SEE 275571) Lot 6 Block 12 Plan NBP463 District Lot 230 Land District 26			
LEGAL DESCRIPTION			
PID: 016-270-703, 016-270-657			
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED February 15 2023			
MADE BETWEEN Andrew Thomas AS BUYER(S), AND			
AS SELLER(S) AND COVERING			
<p><small>The Bova Group Inc / Court appointed Liquidator of 304768</small></p> <p>THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS: The copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract. Any existing financial charges shall be resolved by the Seller prior to completion.</p> <p>Subject to the Buyer, on or before February 22, 2023 obtaining information confirming the buildings status with the city, fire inspectors and building inspectors to ensure there are no outstanding issues with the building that would affect the Buyers ability to operate his business in the commercial section of the building or complete renovations to the upper level of the building. This condition is for the sole benefit of the Buyer</p> <p>This offer is subject to Court Approval.</p> <p>Upon approval of this offer by the court legal notice shall be provided to the tenant requiring them to vacate the premises no less than 1 day prior to the completion date.</p> <p>Upon the completion date the property shall have had all inventory, items and debris belonging to the commercial tenant and/or owner removed from the property.</p> <p>All fixtures, light fixtures, plumbing fixtures, heating fixtures and anything permanently attached to the building shall remain on the property upon completion.</p>			


 BUYER

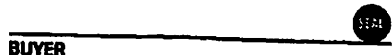
Andrew Thomas
 PRINT NAME


 WITNESS


 SELLER

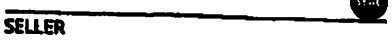
The Bova Group Inc / Court appointed Liquidator of 304768
 PRINT NAME

WITNESS


 BUYER

PRINT NAME

WITNESS


 SELLER


PRINT NAME

WITNESS


 BUYER

PRINT NAME

WITNESS


 SELLER

PRINT NAME

WITNESS

SCHEDULE "A"

The following terms and conditions replace, modify, and where applicable override, the terms of the contract of purchase and sale to which this Schedule "A" is attached, and any modifications, amendments, additions or addenda thereto (collectively, the "Contract"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" will apply.

Notwithstanding anything in the Contract to the contrary:

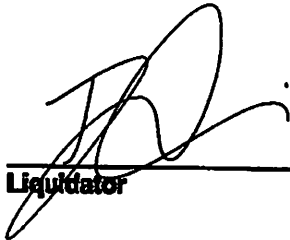
1. All references to the Vendor/Seller in the Contract and this Schedule mean The Bowra Group Inc., in its capacity as the Court-Appointed Liquidator (the "Liquidator"), and not in its personal capacity, pursuant to Court-ordered conduct of sale pronounced in B.C. Supreme Court Action No. S2013779 (the "Proceeding").
2. The Liquidator agrees, subject to the other terms of this Contract, to present the Contract to the Court for approval in the Proceeding and in so doing is not contractually or otherwise liable to any party in any way.
3. The Buyer accepts the Property (as defined in the main body of the Contract) "as is, where is" as of the Possession Date and saves the Liquidator harmless from all claims resulting from or relating to the age, fitness, condition (including environmental 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 to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including with respect to subdivision and as contained in easements.
4. The Buyer acknowledges and agrees that the Liquidator is making no representations and/or warranties whatsoever with respect to the Property and/or any personal property therein or thereon. The Buyer acknowledges and agrees 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 revenue.
5. The Liquidator shall provide the Buyer with only those keys to the premises that are in its possession.
6. The Buyer acknowledges and agrees that, except for any assets specifically included, the assets to be purchased under the Contract do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken at the Buyer's own risk completely, without representation or warranty of any kind from the Liquidator as to the ownership or state of repair of any such personal property or chattels.
7. The Buyer acknowledges and agrees that there will be no adjustments to the purchase price, save for all the usual adjustments of property taxes, rates, local improvement assessments and all other costs customarily adjusted for on a Court-ordered sale of property similar to the Property.
8. The Liquidator is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the registered owner of the Property or by any tenants, guests, assigns, agents or by persons unknown.

9. **The Buyer acknowledges and agrees that it is solely responsible for and shall perform its own due diligence on the Property and/or any personal property therein or thereon and that any information supplied, provided or to be provided to the Buyer by the Liquidator or its agents or representatives is and was supplied or provided without any representation or warranty, is and was supplied or provided solely for the Buyer's convenience, and is, was or will be obtained from a variety of sources, and the Liquidator has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Buyer.**
10. **The Buyer hereby waives any requirement for the Liquidator to provide to the Buyer a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulation in respect thereto.**
11. **The Buyer waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Liquidator and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Liquidator and/or registered or beneficial owner(s) of the Property. In that regard, the Buyer agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Liquidator and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.**
12. **The Buyer expressly acknowledges and agrees that the Purchase Price for the Property does not include Goods and Services Tax ("GST") or Provincial Sales Tax ("PST") or any other tax that may be applicable. The Buyer will be liable for and shall pay all GST, PST and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Liquidator to the Buyer. On the completion date for the sale, the Buyer will provide the Liquidator with a certificate signed by the Buyer or its officer confirming the Buyer's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction as well as an indemnity in that regard in a form acceptable to the Liquidator, and, in any event, the Buyer shall pay any GST and PST and property transfer tax payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. Buyer shall obtain its own legal, accounting and other professional advice as to GST and PST and any other applicable taxes.**
13. **This Contract is subject to approval by the Supreme Court of British Columbia in the Proceeding, with the real estate commission in respect of this Contract to be paid only if the sale completes pursuant to an order of the Court in the Proceeding.**
14. **This Contract will become public information prior to the Court approval date and competing buyers will have the ability to submit higher offers. The Buyer will have the ability (subject to the Court's discretion) to modify the Contract to respond to competing offers and it is recommended that the Buyer seek independent legal advice to advance its own offer to the Court. So long as it remains in force the Liquidator will be complying with the Bid Process set out in The Supreme Court of British Columbia's COVID-19 Notice No. 31 and the Buyer hereby acknowledges and agrees to that Bid Process and any amendments thereto.**

15. This Contract may be terminated at the Liquidator's sole option if at any time prior to Court approval the Liquidator determines it inadvisable to present this Contract to the Court for any reason whatsoever, and in any such event, the Liquidator shall have no further obligations or liability to the Buyer under this Contract or otherwise. If the Liquidator terminates this Contract, then the Buyer will receive back any deposit paid as its sole and exclusive remedy. Written notice shall be deemed to be validly given if received by the agent or solicitor or notary for the Buyer.
16. The Buyer acknowledges and agrees that they are purchasing title in the Property free and clear of all encumbrances of the parties to the Proceeding concerning the Property in accordance with such vesting order as may be made in the Proceeding except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.
17. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the completion date, the Liquidator may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Liquidator on account of damages, and not in substitution therefore, without prejudice to the Liquidator's other remedies.
18. No property condition disclosure statement concerning the Property forms part of this Contract whether or not such a statement is attached to it.
19. The Liquidator may, at its sole discretion, extend the completion date for the sale by up to 10 business days.
20. If the Buyer fails or refuses to complete the purchase and sale herein contemplated after all the Buyer's conditions have been satisfied or waived, the Deposit together with accrued interest thereon shall be forfeited to the Liquidator as liquidated damages as a genuine pre-estimate of its damages, without prejudice to any other rights and remedies which the Liquidator may have at law or in equity against the Buyer. In accordance with s. 30(1)(g) and 30(2)(b) of the Real Estate Services Act, the Buyer and Liquidator, hereby agree to the release of the Deposit and accrued interest thereon to the Liquidator, and the Buyer hereby instructs the party holding the Deposit to so release the Deposit together with accrued interest thereon to the Liquidator, upon written demand from the Liquidator or its counsel confirming that the Buyer has failed or refused to complete the purchase and sale herein contemplated despite the Buyer's conditions having been satisfied or waived.
21. If the parties agree in the Contract that vacant possession will be delivered to the Buyer, but the Property remains occupied as of the Possession Date, then the Liquidator, while still required to deliver vacant possession to the Buyer, may wait to deliver vacant possession until after the Liquidator has obtained and enforced a court order for vacant possession and any ancillary or related proceedings have concluded. The Buyer acknowledges and agrees that if vacant possession is unavailable on the Possession Date, then the Buyer must complete the purchase of the Property in any event. In such event, the Buyer acknowledges and agrees that the Liquidator shall not be liable to the

Buyer for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Liquidator's failure to deliver vacant possession to the Buyer on the Possession Date or thereafter provided that the Liquidator makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Liquidator considers advisable in its sole discretion.

22. All funds payable in connection with this Contract of Purchase and Sale shall be paid by certified cheque or bank draft, and shall be delivered by prepaid courier to the lawyer acting for the Liquidator.
23. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.


Liquidator


Buyer

TITLE SEARCH PRINT

File Reference:

Declared Value \$45,833.33

2022-08-08, 14:42:50

Requestor: Brian O'Farrell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District NELSON
Land Title Office NELSON

Title Number XH8782
From Title Number 1114391

Application Received 1994-04-08

Application Entered 1994-04-08

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 304788 B.C. LTD., INC.NO. 304788
1233 - 3RD STREET
CASTLEGAR, BC
V1N 3H4

Taxation Authority Trail, City of

Description of Land
Parcel Identifier: 016-270-657
Legal Description:
LOT 6 BLOCK 12 DISTRICT LOT 230 KOOTENAY DISTRICT PLAN 465

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7858054
FILED 2019-11-08

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE XK9800

Charges, Liens and Interests NONE

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



TITLE SEARCH PRINT

File Reference:

Declared Value \$20,833.34

2022-06-06, 14:37:43

Requestor: Brian O'Farrell

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	NELSON
Land Title Office	NELSON
Title Number	XH8781
From Title Number	1114391
Application Received	1994-04-06
Application Entered	1994-04-06
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	304768 B.C. LTD., INC.NO. 304768 1233 - 3RD STREET CASTLEGAR, BC V1N 3H4
Taxation Authority	Trail, City of
Description of Land	
Parcel Identifier:	016-270-703
Legal Description:	PARCEL B (SEE 275571) LOT 5 BLOCK 12 DISTRICT LOT 230 KOOTENAY DISTRICT PLAN 485
Legal Notations	
	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7856055 FILED 2019-11-08
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE XK9600	
Charges, Liens and Interests	NONE
Duplicate Infeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE



ADDRESS OF PROPERTY: 1450 Cedar Ave Trail BC VIR 4L2
 P.I.D.: 016-270-703, 016-270 DATE OF CONTRACT: February/15/2023
 BUYER: Andrew Thomas SELLER: The Bowra Group Inc / Court appointed Liquidator of 304768

A. REMOVAL/WAIVER OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE THE SUBJECT TO CLAUSE(S) AS NOTED BELOW, IS /ARE REMOVED/WAIVED. TIME SHALL REMAIN OF THE ESSENCE.

Subject to the Buyer, on or before February 24, 2023 obtaining information confirming the buildings status with the city, fire inspectors and building inspectors to ensure there are no outstanding issues with the building that would affect the Buyers ability to operate his business in the commercial section of the building or complete renovations to the upper level of the building. This condition is for the sole benefit of the Buyer

THE PARTIES AGREE THAT: (PLEASE INITIAL APPROPRIATE SET OF BOXES)

<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUYER	SELLER

ADDITIONAL SUBJECT CLAUSE(S) REMAIN IN EFFECT ON THIS CONTRACT OF PURCHASE AND SALE.

OR

ALL CONDITIONS HAVE BEEN REMOVED AND THIS CONTRACT IS NOW UNCONDITIONAL.

WITNESS TO BUYER(S) SIGNATURE
 DATE 24/02/2023
 WITNESS TO SELLER(S) SIGNATURE
 DATE

(BUYER)
 (BUYER)
 (SELLER)
 (SELLER)

DocuSigned by:
Andrew Thomas
 A847915D49CB447...

Andrew Thomas
 ●
 ●
 ●
 ●
The Bowra Group Inc / Court appointed Liquidator of 304768

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF _____ TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

WITNESS TO BUYER(S) SIGNATURE
 DATE
 THE SELLER HEREBY APPOINTS _____ OF _____ TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.
 WITNESS TO SELLER(S) SIGNATURE
 DATE

(BUYER)
 (BUYER)
 (SELLER)
 (SELLER)

Andrew Thomas
 ●
 ●
 ●
 ●
The Bowra Group Inc / Court appointed Liquidator of 304768

Appendix E

Colliers' Marketing Report for
1450 Cedar Avenue dated March 1, 2023

MARKETING ACTIVITY

To: The Bowra Group, in its Capacity as Court Appointed Liquidator of 304768 BC Ltd. And Glenmerry Market Ltd.

Date: March 1st, 2023

From: Bill Randall, Executive Vice President
Colliers (the "Agent")

Mario Berno
RE/MAX All-Pro Realty, Trail.

**RE: 1450 Cedar Avenue, Trail, British Columbia
("The Property")**

We have engaged in the following marketing activities

- Listed May 31st, 2022 for \$350,000, price reduced on Jan 31st, 2023 to \$250,000
- Multiple emails to our select Colliers investor & developer database which contains over 2,500 recipients
- 1450 Cedar Avenue has been continuously marketed on the Colliers website.
- 1450 Cedar Avenue has been continuously marketed on Bill Randall's personal website.
- 1450 Cedar Avenue has been continuously marketed on Mario Berno's ReMax website.
- Brochure created ([link to brochure](#))
- Distribution to all Colliers offices in Canada
- 28 packages sent out
- Over 30 personal phone calls made
- Over 60 phone calls received
- Undertook with EXP Consulting to complete an environmental report
- Listed on MLS and Realtor.CA with over 225 views
- Sent out twice to Commercial Broadcast, an email service which goes to over 4,000 realtors in BC
- Property was toured 6 times

Interested Parties – Due Diligence package received

- | | | |
|----------------------------------|---------------------------|------------------------------------|
| ○ Andrew Thomas (Buyer), | ○ Impala | ○ Kevin Caudet |
| ○ Katie Yuris, Realtor | ○ Staff | ○ Blaine Cantolo |
| ○ Ferr-Mart Holdings | ○ Jodie Oumet, Realtor | ○ Shekhar Chondary (made an offer) |
| ○ Joy Demelo, Realtor | ○ Deanne Slessor, Realtor | ○ Matt Amantea |
| ○ Mark Hoffman, Realtor | ○ Tyler Gienger, Realtor | ○ Kristin McConkey |
| ○ Elevate Sport | ○ Matt Ferraro | ○ Chris Tasa |
| ○ Gadgets & More | ○ Amy Ens, Realtor | ○ Rob Designs |
| ○ Olivia Rapson | ○ Paul Eakkachaichanvet | ○ Capital West Investments |
| ○ Buggy Holdings (made an offer) | ○ Mandeet Gill | |
| ○ Jason Calary | ○ Cale Boden | |
| ○ Bhuri Tripathi | ○ Rick Minichiello | |

Offers

- Shekhar Chaudrey | \$300,000 | 30 day condition | received June 24th, 2022 – we provided our due diligence material before responding and the Buyer decided not to proceed
- Buggy Holdings Ltd. | \$200,000 | unconditional | received Jan 31st, 2023 – counted at \$250,000 and the buyer decided to not proceed
- Andrew Thomas | \$240,000 | 2-day condition | received February 15th, 2023 – countered at \$250,000, Subjects removed February 24th, 2023

Comments

The property has received relatively good interest and three offers.

The condition of the property is average, the second floor is unoccupied and the current tenant has a month-to-month lease.

Recommendations

The opportunity has been well exposed since May 31st, 2022 as demonstrated by the 28 interested parties, 6 tours and 3 written offers. We believe the current offer is a very strong offer and recommend Court approval, it is possible that other offerors could show up in Court. We will advise all interested parties and previous offerors of the court date.

Given the interest rate environment, financing challenges, inflation, and downside pricing risks – there are challenges.

Best Regards,



Bill Randall
Personal Real Estate Corporation
Executive Vice President
+1 604 604 671 3077
bill.randall@colliers.com

Appendix F

**Interim Statement of Receipts and Disbursements
For the period March 22, 2022 to February 28, 2023**

**In the Matter of the Liquidation of 304768 B.C. Ltd. And Glenmerry Market Ltd.
Liquidator's Interim Statement of Receipts and Disbursements
For the period March 22, 2022 to February 28, 2023**

	\$'s
Receipts	
Cash in hand	1,077,896
Rental and other income	1,191,345
Sale of assets	438,506
Interest income	6,721
Security deposits on rented premises	3,052
GST collected	1,260
	2,718,780
Disbursements	
Federal, provincial and municipal taxes	423,059
Liquidator's fees and disbursements	281,653
Repairs, maintenance and equipment rentals	181,855
Wages	95,368
Contractor cost	70,972
Insurance	63,055
Utilities	56,520
GST paid	29,109
Legal fees and disbursements	19,396
Commissions	18,725
Accounting, payroll and computer services	10,296
Travel, airfare and accommodation	3,229
Bank charges	2,262
Newspaper ads and notices	1,989
Miscellaneous other disbursements	1,667
PST paid	1,287
Licenses and permits	823
Mail re-direction cost, postage and courier charges	677
Search fees	229
	1,262,171
Excess receipts over disbursements	1,456,609
Less: Repayments of shareholder loans	212,172
Funds in Liquidator's account	1,244,437