This is the 1st Affidavit of
Darlene Kay Calyniuk 5th/OCT/2023

No.S-205095
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, C. c-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS CORPORATIONS ACT,
S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
OF PORT CAPITAL DEVELOPMENT (EV) INC.,
and EVERGREEN HOUSE DEVELOPMENT LIMITED PARTNERSHIP

AFFIDAVIT

I, Darlene Kay Calyniuk, of #601-1139 West Cordova Street, in the City of Vancouver, Province of British Columbia, V6C 0A2, MAKE OATH AND SAY AS FOLLOWS:

1. I am a pre-sale purchaser of a proposed strata lot/unit in a real estate development project of the Petitioners located in Vancouver, B.C. named "*Terrace House at Coal Harbour*" (the "**Development**"), and as such have personal knowledge of the matters hereinafter deposed to, save where the same are stated to be based on information and belief, and where so stated, I verily believe them to be true.

2. On September 9, 2017 I entered in to a Contract of Purchase and Sale with Evergreen House Development Limited Partnership by its general partner, Port Capital Development (EV) Inc (the "**Developer**") for proposed strata lot 20, Unit 1301 in the Development (the "**Presale Agreement**"). Attached and marked as **Exhibit A** is a true copy of the Presale Agreement along with an initial deposit cheque in the amount of $600,000 dated September 9, 2017 issued by me to Dentons Canada LLP, in trust ("**Dentons**").

3. In total, I paid the sum of $1,750,000 in deposits to Dentons pursuant to the terms of the Pre-Sale Agreement (the "**Deposit**").

4. I was informed on November 10, 2022 by E&Y, the Monitor for the Petitioner, acting as Trustee in bankruptcy for 1379305 B.C. Ltd, that "*as a presale purchaser of the Terrace House project your presale deposit is covered by a Deposit Protection Insurance Policy provided by Aviva Insurance Company of Canada [Aviva*]". I was advised to contact Lawson Lundell LLP who were acting counsel for Aviva.

5. In December of 2022 I prepared my insurance claim to recover my Deposit. As part of this I contacted Dentons (by telephone and left a voice mail) requesting details regarding the total amount of presale deposit trust funds that were advanced to the Developer and subject of my insurance claim. Dentons responded that 100% of my deposit had been advanced to the Petitioner Developer per the terms of the Presale Agreement. This is the first I was advised that 100% of my Deposit was advanced to the Petitioner/Developer.

6. In December, 2022, I filed a Proof of Claim for the return of my Deposit totaling $1,750,000 with Lawson Lundell LLP as counsel for Aviva.

7. On February 16, 2023 I received a cheque from Lawson Lundell LLP in the amount of $1,750,000.00, being the full amount of my Deposit.

8. What remains owing to me is the interest earned on the Deposit while held by Dentons in a segregated interest bearing trust account. This amount has now been paid into Court on the Application made by Dentons, per the December 13, 2022 Order of Madam Justice Fitzpatrick (the "**Order**"). As detailed in the Application materials filed by Dentons on December 8, 2022, the total amount of interest which accrued on Deposit for my proposed unit (SL #20) was $26,532.12

9. I make this Affidavit in support of an Application for the return of interest accrued on the Deposit I paid to Dentons, paid into court pursuant to the Order, plus applicable interest earned on my Deposit since being paid into Court.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, the 5th day of October, 2023	)	
	)	
A Commissioner for taking Affidavits within British Columbia	)	DARLENE KAY CALYNIUK

DANIEL D. NUGENT
Barrister & Solicitor
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

This is Exhibit "A" referred to in the

affidavit of Darlene Kay CALYNIUK

made before me on October 5th, 2023

A Commissioner for taking Affidavits within
British Columbia

DANIEL D. NUGENT
Barrister & Solicitor
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3664

TERRACE HOUSE
COAL HARBOUR

CONTRACT OF PURCHASE AND SALE – RESIDENTIAL STRATA LOT

"Vendor" Evergreen House Development Limited Partnership
325 West 4th Avenue
Vancouver, BC V5Y 1H3

"Purchaser" (1) Name: Darlene Kay Calyniuk Tel 1: 604-218-2829
Address: Suite 801, 1139 W Cordova St Tel 2: ____
Vancouver, BC Canada V6C 0A2 Email: dkcalyniuk@me.com

(2) Name: ____ Tel 1: ____
Address: ____ Tel 2: ____
____ Email: ____

The Purchaser is a Resident of Canada: Yes / No	
If **No**, Country of Residency: ____	
If **Yes**, Social Insurance Number(s): (1) ___/___/___	(2) ___/___/___

Proposed Strata Lot 20 (Unit No. 1301) (the "**Strata Lot**") in the development known as "Terrace House" (the "**Development**") to be constructed at 1250 West Hastings Street, Vancouver, B.C. on lands currently legally described as Parcel Identifier: 006-721-397, Lot 18, Except that part of the Canadian Pacific Railway Right of Way as described in Absolute Fee Parcels Book, Volume 9, Folio 317, No. 1154C, and except the South 7 feet now road, Block 29 District Lot 185 Plan 92.

"**Purchase Price**" $ 7,000,000 exclusive of all applicable taxes, GST, PST, and Property Transfer Tax and any other provincial or federal sales, service, harmonized, value added or other tax and exclusive of any applicable new housing rebates.

1. **Offer.** The Purchaser hereby offers to purchase from the Vendor the Strata Lot for the Purchase Price and upon the terms set forth herein subject to the encumbrances (the "**Permitted Encumbrances**") referred to in the Disclosure Statement (as hereinafter defined). The Purchaser acknowledges that he or she is purchasing a strata lot which is to be constructed or is presently under construction.

2. **Deposit.** The Purchaser will pay the following deposits (collectively, the "**Deposit**") in lawful money of Canada either by personal cheque, bank draft or certified cheque to "Dentons Canada LLP In Trust" (Dentons Canada LLP, the "**Vendor's Solicitors**") in trust as stakeholder and the Deposit will be held in accordance with the *Real Estate Development Marketing Act* (British Columbia) and the *Real Estate Services Act* (British Columbia) as follows:

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S.L. No. 20 Unit No. 1301

(a)	as to 10% of the Purchase Price (the **"Initial Deposit"**), forthwith upon the acceptance of this offer by both the Purchaser and the Vendor. If the Purchaser delivers written notice to the Vendor cancelling this Agreement by 11:59 p.m. on the 7th day following the date of acceptance of this offer by both parties then this Initial Deposit will be returned to the Purchaser and this Agreement shall thereafter be null and void; and	$ 700,000
(b)	a further deposit equal to 10% of the Purchase Price (the **"Second Deposit"**), payable on the later of the following dates (the **"Second Deposit Due Date"**): i) within 120 days from the execution of this Contract by both the Purchaser and the Vendor; and ii) if the Strata Lot is subject to Policy Statement 5 and/or 6, this Second Deposit is to be paid within 7 days after the Amendment (as hereinafter defined) to Disclosure Statement is delivered to the Purchaser.	$ 700,000
(c)	a further deposit equal to 5% of the Purchase Price (the **"Third Deposit"**), payable within 120 days after the Second Deposit Due Date.	$ 350,000

3. **Included Fixtures.** The Purchase Price includes the following items unless otherwise noted in the Disclosure Statement:

[a] one dishwasher, [b] one gas cooktop, [c] one oven, [d] one refrigerator w/FREEZER, [e] one garburator, [f] one hood fan, [g] one washer and one dryer, [h] window coverings - ~~vertical~~ blinds VERTICAL ~~horizontal~~, and [i] one microwave, wine fridge, ~~freezer~~.

Fixtures and features as represented in the Disclosure Statement shall also be included, provided that the Vendor may substitute materials of reasonably equivalent or better quality. Presentation Centre/Display Suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings, are not included in the Purchase Price.

4. **Parking.** The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, the exclusive use of 2 parking stall(s) in the Development for a price of $ N/A (plus GST) in a location designated by the Vendor and such additional amount will be added to the statement of adjustments and will be payable to the Vendor on the Completion Date. The Purchaser acknowledges and accepts that the parking stall assigned to the Purchaser is subject to the restrictions and limitations set out in the Disclosure Statement (as defined herein).

5. **Storage Lockers/Bicycle Spaces.** The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, the exclusive use of 1 storage locker(s) and ~~1~~ 2 bicycle rack space(s) in the Development for a price of $ N/A (plus GST) for the storage locker(s) and $ N/A (plus GST) for the bicycle rack space(s) in a location designated by the Vendor and such additional amount will be added to the statement of adjustments and will be payable to the Vendor on the Completion Date. The Purchaser acknowledges and accepts that the storage locker(s) and/or bicycle space(s) assigned to the Purchaser is subject to the restrictions and limitations set out in the Disclosure Statement (as defined herein).

6. **Completion, Possession and Adjustment Dates.** See Addendum "A" attached hereto.

7. **Receipt of Disclosure Statement.** The Purchaser acknowledges having received a copy of the disclosure statement for the Development including all amendments thereto, if any, filed up to the date hereof (collectively, the **"Disclosure Statement"**) and has been given a reasonable opportunity to read the Disclosure Statement. The Purchaser further acknowledges that the Disclosure Statement relates to a development property that is not yet completed, that this information has been drawn to the Purchaser's attention and that the Purchaser has been referred to Section 7.2 of the Disclosure Statement in respect of information concerning this Agreement. The Disclosure Statement contains provisions explaining the obligations of the owner for the Strata Lot to pay monthly contributions to the common expenses of the strata corporation (strata fees).

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S.L No. 20 Unit No. 1301

8. **Electronic Delivery of Disclosure Statement and Amendments.** The Purchaser consents and agrees that the Vendor may deliver any notice or document including the Disclosure Statement, the Amendment and any other amendments to the Disclosure Statement, to the Purchaser by electronic means, including by e-mail, to the e-mail address set out above, and the Purchaser confirms that he or she is capable of retrieving and processing any such notice or document in electronic form.

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9. **Execution.** This offer and the contract that will result from its acceptance ("**Agreement**" or "**Contract**") and any addendum or amendment thereto may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be considered one and the same Contract and, for greater certainty, a signed fax, photocopy or electronic copy (including Portable Document Format) shall be effectual and valid proof of execution.

10. **Acceptance.** This offer will be open for acceptance on presentation up to three days from the date of this offer. Upon acceptance of this offer by both parties evidenced by the Purchaser and the Vendor signing a copy of this offer, there will be a binding agreement of sale and purchase in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

The Purchaser hereby confirms that he/she/they has/have read this Agreement including Addendum "A" and further confirms that other than the representations and warranties and terms and conditions contained in writing therein and in the Disclosure Statement. NO REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS MADE BY ANY PERSON OR AGENT SHALL BE BINDING UPON THE VENDOR UNLESS EXPRESSLY CONTAINED HEREIN OR IN THE DISCLOSURE STATEMENT.

THE TERMS AND CONDITIONS ATTACHED HERETO AS ADDENDUM "A" ARE PART OF THIS AGREEMENT. READ THEM CAREFULLY BEFORE YOU SIGN.

THE PURCHASER HAS EXECUTED THIS AGREEMENT THIS 9 DAY OF September, 2017.

WITNESS: Mike Bak
Print Name:
(as to all signatures)

PURCHASER(s):

PURCHASER(s):

The Purchaser's offer to purchase contained herein is accepted by the Vendor at 5:34 a.m. / p.m. this 10th day of September, 2017.

Evergreen House Development Limited Partnership, by its general partner, **Port Capital Development (EV) Inc.**

Per: ______________________
Authorized Signatory

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ADDENDUM "A"

1. **Completion Date.** The Purchaser will deliver the balance of the Purchase Price, at the Purchaser's expense by way of a solicitor's CERTIFIED CHEQUE or BANK DRAFT, to the Vendor's Solicitors "in trust" by NO LATER THAN 2:00 p.m. on the Completion Date. The completion date (the "**Completion Date**") will be no less than 10 days after the Vendor or the Vendor's Solicitors notifies the Purchaser or the Purchaser's solicitors/notary (the "**Purchaser's Solicitors**") in writing that the Strata Lot is ready to be occupied (the "**Completion Notice**"). Whether the Strata Lot is ready to be occupied refers to the Strata Lot and not any other strata lot or common property within the Development and the Strata Lot will be deemed to be ready to be occupied on the Completion Date if the City of Vancouver has provided permission to occupy the Strata Lot, whether such permission is temporary, conditional or final and in the Vendor's reasonable opinion the Strata Lot is ready to be occupied. If the Completion Date is a Saturday, Sunday, holiday or a day upon which the applicable Land Title Office is not open for business, the Completion Date shall be the immediate following business day. The notice of the Completion Date delivered from the Vendor or the Vendor's Solicitors to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser's Solicitors. If the Completion Date has not occurred by December 31, 2020 (the "**Outside Date**"), then at the Vendor's option this Contract will be terminated, the Deposit and any accrued interest will be returned to the Purchaser and the parties will be released from all of their obligations hereunder, provided that:

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

   (b) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to subsection 1(a) and whether or not any delay described in subsection 1(a) has occurred, elect to extend the Outside Date for a maximum of three consecutive periods of up to 120 days each.

   The Vendor confirms that it currently estimates that the Completion Date will occur on or about December 1, 2019 to February 29, 2020 (the "**Estimated Date**"). The Purchaser acknowledges that there are many factors that impact the length of time required to construct a project of this scale and the Estimated Date has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out in section 1 of this Addendum which may be earlier or later than the Estimated Date. The Purchaser agrees to complete the purchase of the Strata Lot on the Completion Date as established according to this section 1 regardless of the amount of time between the actual Completion Date and the Estimated Date. The Purchaser acknowledges and agrees that its decision to enter into and to perform the terms of this Contract is not based upon whether the actual Completion Date occurs before, upon or after the Estimated Date.

2. **Conveyance.** A vendor's statement of adjustments and a freehold transfer for the Strata Lot and, if required by the Vendor, a certificate as to the GST registered status of the Purchaser of a non-residential strata lot, as well as any other documents required by the Vendor's Solicitors are to be delivered at the Purchaser's expense to the office of the Vendor's Solicitors located at 20th Floor, 250 Howe Street, Vancouver, BC, V6C 3R8 by the Purchaser's Solicitors at least **three full business days** prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required to complete the transfer of the Strata Lot to the Purchaser, including a Form F and a Form B Information Certificate as such forms are described under the *Strata Property Act* (British Columbia).. The Vendor will not be required to execute or deliver any other agreements, transfer documents, resolutions, certificates, statutory declarations, or assurances whatsoever to the Purchaser.

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The Vendor will execute and deliver such statement of adjustments, registrable freehold transfer and certificate as to the GST registered status of the Purchaser of a non-residential strata lot (if required) to the Purchaser's Solicitors prior to the Completion Date on the undertakings that, forthwith upon the Purchaser's Solicitors obtaining a post-registration index search from the applicable Land Title Office indicating that, in the ordinary course of Land Title Office procedure, the Purchaser will become the registered owner of the freehold interest in the Strata Lot (subject only to the Permitted Encumbrances and charges granted by the Purchaser), the Purchaser will cause payment of the balance of the Purchase Price due on the Completion Date by way of **solicitor's certified cheque or bank draft** to be made by the Purchaser's Solicitors to the Vendor's Solicitors. The transfer of the Strata Lot will also be subject to the Vendor's financing arranged in connection with the Development or any builders' lien claims provided that the Vendor's Solicitors undertake to pay out and make arrangements to clear title to the Strata Lot of all encumbrances related to such financing and such builders' liens claims within a reasonable period of time after receiving the balance of the Purchase Price due on the Completion Date. The Purchaser acknowledges that the Vendor's financing may remain as a charge against the common property of the Development and against the Vendor in the Personal Property Registry until the Vendor has completed the sale of the balance of the strata lots in the Development whereupon the Vendor covenants such financing will be discharged entirely. The parties acknowledge and agree that the foregoing undertakings regarding the discharge of the Vendor's financing from title to the Strata Lot will be the only undertakings with respect thereto.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor 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 Purchaser has: (a) deposited with the Purchaser's Solicitors 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 Vendor or the Vendor's Solicitors a solicitor'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.

3. **Deposit and Limitation of Vendor's Liability.** The Deposit shall be dealt with by the Vendor's Solicitors as follows:

(a) The Vendor may wait to forward the Initial Deposit to the Vendor's Solicitors until the seven-day rescission period following the Contract Date has passed pursuant to the *Real Estate Development Marking Act* (British Columbia) and the Purchaser has not rescinded this Agreement by such time;

(b) The Deposit, or any portion thereof, received under the terms of this Agreement will be, within 21 business days of receipt of the Deposit by the Vendor's Solicitors, deposited in an interest-bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the benefit of the ~~Vendor~~ purchaser except as otherwise expressly provided herein;

(c) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions contained herein, then the Deposit shall be applied to the Purchase Price and be paid to the Vendor;

(d) If the Purchaser fails to complete the purchase of the Strata Lot on the terms and conditions contained herein, then the Deposit will be absolutely forfeited to the Vendor and the Vendor will be at liberty to pursue additional remedies including its damages for breach of this Agreement; and

(e) If, for whatever reason, the Vendor fails to complete the sale of the Strata Lot on the terms and conditions contained herein or if the Vendor terminates this Contract in accordance with Section 1 of this Addendum, then the Purchaser's sole and exclusive remedy against the Vendor will be the return of the Deposit to the Purchaser (or that portion of the Deposit paid by the Purchaser under the terms of this Agreement) (less the Vendor's Solicitors reasonable administrative fees not to exceed $125) and the Vendor shall have no additional liabilities or obligations to the Purchaser.

Notwithstanding the above, the Purchaser acknowledges and agrees that the Vendor's Solicitors will be permitted to charge and deduct and retain a deposit administration fee from the Deposit of not more than $125 plus applicable taxes

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to be paid by the Purchaser, and that if any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge of $50 each.

The payment of any funds to the Vendor pursuant to Section 3(d) or 8 hereof shall not be deemed to be all inclusive liquidated damages and shall not preclude any further claims or remedies by the Vendor against the Purchaser arising pursuant thereto.

The Purchaser understands that under Section 19 of the *Real Estate Development Marketing Act* (British Columbia), developers may enter into a deposit protection contract with an approved insurer pursuant to which the deposits paid by purchasers of land which is proposed to be subdivided or strata titled may be released to the developer. As a result, the Vendor, at its sole option, may enter into a deposit protection contract as required by such legislation with respect to the Deposit (or any portion thereof) and the Strata Lot. The Deposit (or such portion thereof) shall be released to the Vendor in accordance with such insurance contract or security agreement and the provisions of paragraphs 3 and 9 shall be deemed to have been amended accordingly.

4. **Possession, Risk and Adjustment.** The Purchaser will assume all taxes, rates, local improvement assessments, water rates and scavenging rates, assessments of the strata corporation of which the Strata Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot will be made as of the date the balance of the Purchase Price is due. The Purchaser hereby acknowledges and agrees that there may not be individual municipal property tax notices issued in respect of the Strata Lot prior to the Completion Date and in such instance, the Purchaser agrees that the municipal property taxes will be adjusted on the basis of the unit entitlement of the Strata Lot as a percentage of the aggregate unit entitlement of all strata lots shown in the Final Strata Plan (as defined herein). The Strata Lot is to be at the risk of the Vendor to and including the day preceding the Completion Date, and thereafter at the risk of the Purchaser. So long as the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full, the Purchaser may have possession of the Strata Lot on the day following the Completion Date (the "**Possession Date**"). The Purchaser acknowledges that the Vendor may not appear on title as the registered owner of the Strata Lot and agrees, notwithstanding any provisions to the contrary herein or in the *Property Law Act* (or successor statutes), to accept a registrable assignment of the Strata Lot and other closing documents executed by a party other than the Vendor.

The Purchaser is responsible for all utility charges as of the Possession Date and must ensure they notify the necessary utility companies to have the utilities transferred into their name on the Possession Date. In the event the Purchaser does not transfer the utilities into their name as of the Possession Date, any charges to the Vendor that should be the Purchaser's responsibility will be paid to the Vendor in full within five business days of notification. If said amount is not paid within the five business days a $50 charge will be applied to the outstanding amount for each week that the Purchaser fails to transfer the utilities into their name and fails to pay any charges to the Vendor resulting from such failure. The Purchaser is responsible for the monthly strata corporation fee and acknowledges that the monthly strata corporation fee shown in the Disclosure Statement is only an estimate of such fee.

5. **Vendor's Termination Condition.** The Purchaser acknowledges and agrees that:

(a) If by June 30, 2018, the Vendor has not satisfied the preconditions of its construction lender or if the full building permit has not been issued, the Vendor will have the right to terminate this Agreement by giving written notice to the Purchaser or the Purchaser's agent, at any time up until the Vendor has satisfied the preconditions of its construction lender or the full building permit has been issued; and

(b) If by the Outside Date, as extended from time to time, the Vendor has not deposited the Final Strata Plan (as defined herein) in respect of the Development in the applicable Land Title Office or if the City of Vancouver has not issued the occupancy permit applicable to the Strata Lot, the Vendor will have the right to terminate this Agreement by giving written notice to the Purchaser or the Purchaser's Agent, at any time until the later of: (i) the date that the Final Strata Plan is deposited in the Land Title Office; and (ii) the date the City of Vancouver issues the occupancy permit applicable to the Strata Lot.

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If the Vendor exercises its right to terminate this Agreement, this Agreement will terminate and be null and void as of the day the Vendor delivers the notice of termination to the Purchaser and that portion of the Deposit that has been paid shall be refunded to the Purchaser and neither party will have further obligations to the other. The Purchaser acknowledges that it is signing this Contract under seal and the Purchaser has no right to revoke his or her offer herein while this Agreement remains subject to the foregoing termination rights in favour of the Vendor. The Purchaser acknowledges and agrees that the Vendor will not be liable to the Purchaser for any damages or costs whatsoever incurred by the Purchaser resulting from the Vendor terminating this Agreement in accordance with this Section, including, without limitation, relocation costs, professional fees and disbursements, opportunity costs, loss of bargain, damages and/or costs resulting from hardship or any other damages or costs incurred, directly or indirectly, and this provision will constitute a complete defence to any claim that may be made against the Vendor by the Purchaser in respect of the Vendor's termination of this Agreement and any matter associated therewith. This condition is for the sole benefit of the Vendor and may be waived by the Vendor unilaterally.

6. **Builders' Lien Holdback.** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") will be paid to the Vendor's Solicitors on the Completion Date. The Lien Holdback will be held in trust for the Purchaser pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable Land Title Office in connection with work done at the behest of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest-bearing trust account and to pay to the Vendor (or as directed by the Vendor), on the earlier of (i) the date on which the time for filing a claim of lien under the *Builders Lien Act* expires; and (ii) the date which is 56 days after the date that the balance of the Purchase Price becomes due as aforesaid, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claim filed against the Strata Lot of which the Purchaser or the Purchaser's Solicitors notify the Vendor's Solicitors in writing by 1:00 p.m. on that day.

7. **Amendment.** Pursuant to Policy Statement No. 5 ("**PS#5**") and Policy Statement No. 6 ("**PS#6**") issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to the issuance of a building permit and prior to obtaining a financing commitment provided that an amendment with respect to PS#5 and PS#6 (the "**Amendment**") to the disclosure statement for the development is filed within nine months of the developer filing the Disclosure Statement and subject to the conditions, set out below. The Vendor and the Purchaser acknowledge and agree that the Strata Lot is being offered subject to PS#5 and PS#6. The Vendor will deliver to the Purchaser the Amendment setting out the particulars of the building permit and the satisfactory financing commitment for the construction of the Development and the following terms shall apply to this Agreement:

(a) the Purchaser may cancel this Agreement for a period of seven days after the receipt of the Amendment which sets out the details of the issued building permit if the layout or size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit;

(b) if the Amendment setting out the particulars of the issued building permit and the satisfactory financing commitment for the Development is not received by the Purchaser within 12 months after the initial Disclosure Statement was filed, the Purchaser may at his or her option cancel this Agreement at any time after the end of that 12-month period until the required Amendment is received by the Purchaser, at which time the Purchaser may cancel this Agreement for a period of seven days after receipt of the Amendment only if the layout or the size of the Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit; and

(c) the Deposit to be paid by the Purchaser who has not yet received the Amendment setting out the particulars of the financing commitment for the Development and the issued building permit shall not exceed 10% of the Purchase Price. The Deposit paid by the Purchaser, including interest earned thereon, if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser delivered within the time frames set out herein.

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8. **Time of Essence.** Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when due, then the Vendor may, at its option:

(a) terminate this Agreement by written notice to the Purchaser and, in such event, the Deposit and all accrued interest thereon, if any, will be absolutely forfeited to the Vendor without prejudice to the Vendor's other remedies and the Vendor's Solicitors are hereby irrevocably authorized and directed by the Purchaser to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or

(b) elect to extend the Completion Date to a certain date determined by the Vendor, time to remain of the essence hereof and subject to the Vendor's right in its sole discretion, to grant further extensions to a certain date each time, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month (24% per annum), calculated daily and compounded monthly not in advance, from and including the date upon which such portion and amounts were due to and including the date upon which such portion and amounts are paid.

The Vendor, in its sole discretion, may cancel this Agreement pursuant to subsection 8(a) at any time after extending the Completion Date pursuant to subsection 8(b) if the Purchaser fails to complete on or before such extended date or may permit one or more further extensions pursuant to subsection 8(b).

Should any extension of the Completion Date pursuant to subsection 8(b) above result in the Completion Date extending beyond the Outside Date, as discussed in Section 1 of this Addendum, the Outside Date shall be deemed to be extended to the same date as the Completion Date, and shall not give the Purchaser any rights to terminate this Agreement.

9. **Entire Agreement/Representations.** The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his or her viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details, dimensions and floor plans set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.

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

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(including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and/or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the Preliminary Plan and/or any architectural plans relating to the Development and/or any marketing materials and the Final Strata Plan, the Final Strata Plan will prevail.

11. **Measurement of Strata Lot.** The Purchaser acknowledges and agrees with the Vendor that if the area of the Strata Lot shown on the Final Strata Plan varies by more than 3% from the area shown on the Preliminary Plan as at the date of this Agreement, the Purchase Price shall be amended by multiplying the Purchase Price by the area of the Strata Lot shown on the Final Strata Plan and dividing the product by the area of the Strata Lot shown on the Preliminary Plan. In the event that the actual area of the Strata Lot shown on the Final Strata Plan varies by 3% or less from the area shown on the Preliminary Plan, there shall be no adjustment to the Purchase Price. The Purchaser acknowledges and agrees that the Purchaser will have no claim against the Vendor as a result of a change in area of the Strata Lot other than for the adjustment to the Purchase Price as aforesaid.

12. **Finishes - Natural Variations.** Due to the natural variation of colour and texture in the wood, stone, laminate and dye lots of the tile, carpet and other components of the Strata Lot, and the fact that the colour of natural products (especially wood) will change over time, the finishes of the wood, stone, tile, carpet and other components of the Strata Lot may differ from the colour and textures shown in any display unit or any samples provided to or viewed by the Purchaser. In addition, even within the Strata Lot, the textures, colours and finishes may vary for the same reasons. These variations are inherent characteristics which cannot be fully controlled, and the Vendor does not guarantee an exact match.

13. **Inspection.** The Vendor warrants that on the Completion Date the Strata Lot will be registered under a third party insurance provider. The Purchaser or his/her representative and a representative of the Vendor will inspect the Strata Lot at a reasonable time designated by the Vendor by written notice, by telephone or by e-mail prior to the Completion Date. The Purchaser may at his option forfeit this inspection or not accept the opportunity for inspection and will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings) on the Completion Date. At the conclusion of such inspection, a conclusive list of any defects or deficiencies in any interior renovation and interior finishing work performed by the Vendor in the Strata Lot (the "Deficiencies") will be prepared which are to be rectified by the Vendor within a reasonable period of time after the Completion Date. If there is any dispute as to the Deficiencies, the parties agree that the Vendor's project architect will conclusively settle the matter in dispute. The parties will sign the list and the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot (including the existing kitchen, bathroom and other installations, equipment, appliances and furnishings) subject only to the Deficiencies. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified subsequent to the Completion Date. The Vendor will remedy the Deficiencies noted on the list or as settled by the project architect within a reasonable period of time after the Completion Date to the satisfaction of the project architect, and the parties agree that notwithstanding the existence of any defects or deficiencies, including the Deficiencies, on the Completion Date, such will not permit the Purchaser to elect not to complete the purchase of the Strata Lot and there will be no deficiency holdback in respect of any defects or deficiencies, including the Deficiencies which may exist on the Completion Date. The Purchaser will not be permitted access to the Strata Lot prior to the Possession Date except for this inspection. The Purchaser acknowledges and agrees that the Vendor and its representatives will be permitted access to the Strata Lot following the Completion Date during normal working hours and on reasonable notice in order to carry out the work necessary to rectify any Deficiencies. The Purchaser will be deemed to have forfeited the right to an inspection and deemed to be satisfied with and to have accepted the physical condition of the Strata Lot if the Vendor is unable to reach the Purchaser or to schedule the inspection with the Purchaser, after reasonable attempts to do the same.

14. **Costs, Taxes and Rebates.** The Purchaser will pay costs and taxes in connection with the sale and purchase of the Strata Lot (including GST, PST, property transfer tax and any other provincial or federal sales, service, harmonized, value added

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or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot and the equipment and appliances included with the Strata Lot), other than the costs of the Vendor incurred in clearing title to the Strata Lot. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price does not include GST, PST or any applicable B.C. sales tax and that the Purchaser will remit, if and to the extent required under Part IX of the *Excise Tax Act* (Canada) or other applicable tax legislation or regulations, the Purchaser will remit to the Vendor on the Completion Date any GST or applicable B.C. sales tax that may be payable in respect of the transaction contemplated herein, and the Vendor agrees that it will remit such funds or, if permitted, otherwise account for such funds to Canada Revenue Agency ("CRA") in accordance with its obligations under Part IX of the *Excise Tax Act* (Canada) and to the British Columbia Minister of Finance, as applicable Notwithstanding the foregoing, if the Purchaser of a non-residential strata lot is a corporation which is registered for GST purposes and, on or before the Completion Date, the Purchaser provides the Vendor with a certificate as to the GST registered status of the Purchaser containing the Purchaser's GST registration number and an indemnity from the Purchaser in favour of the Vendor with respect to payment of GST by the Purchaser, the Purchaser will not be required to pay the GST for the non-residential strata lot to the Vendor but will be entitled to self-assess the GST and account for the same directly to CRA. In respect of new housing rebates, the Vendor will NOT be providing any credit to the Purchaser in the amount of any new housing rebate, whether GST, PST or B.C. new housing rebate, which the Purchaser may be entitled to claim.

15. **Assignment.** The Purchaser may NOT assign its interest in the Strata Lot or this Agreement or direct the transfer of the Strata Lot to any other or additional party (a "**Transfer**") within the six-month period after this Agreement is executed by both parties and thereafter only if (a) all or the portion of the Deposit required to have been paid on or before the proposed date of assignment is fully paid; (b) the Vendor's form of assignment is used; and (c) the Purchaser has obtained the written consent of the Vendor, such consent to be in the Vendor's sole discretion and may be arbitrarily withheld or conditioned. Except if a Transfer is expressly consented to by the Vendor, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor may at its option charge an administration fee of up to ~~5%~~ 2% of the Purchase Price (plus GST) as consideration for agreeing to a Transfer and for any associated legal and administrative costs. The assignment fee will be reduced to a fixed charge of $1000.00 if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild provided that the Purchaser must advise the Vendor of such an assignment at least three days prior to the Completion Date, which charge may be waived at the discretion of the Vendor. The Purchaser will provide such supporting documentation as requested by the Vendor. Following any Transfer, the assignor will not be relieved of his obligations hereunder but will continue to remain liable to perform all obligations of the Purchaser under this Agreement. Upon a request for consent to an assignment to a person other than a spouse, parent, child, grandparent or grandchild, the Vendor may, within two (2) business days of receipt of the request for consent, deliver written notice to the Purchaser that the Vendor elects to terminate this Agreement provided that the Vendor will pay to the Purchaser the amount of any consideration (the "**Assignment Consideration**") proposed to be paid by the assignee to the Purchaser for the Transfer and in such event, (c) above will no longer apply to the assignment. If the Vendor so elects, this Agreement will terminate and be null and void as of the day the Vendor delivers the notice of termination to the Purchaser and that portion of the Deposit that has been paid shall be refunded to the Purchaser along with the payment by the Vendor of the Assignment Consideration and neither party will have further obligations to the other. The Purchaser will not advertise or solicit offers from the public or use, directly or indirectly, the Multiple Listing Service® (MLS) with respect to the assignment or resale of the Strata Lot by the Purchaser before the Completion Date without the express prior written consent of the Vendor, which consent may be arbitrarily withheld.

16. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and executors.

17. **Marketing Program.** The Purchaser agrees that the Vendor may continue to carry out construction work on the Development after the completion of the purchase of the Strata Lot by the Purchaser. The Purchaser acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Purchaser will not impede or interfere with the Vendor's completion of construction of other strata lots, the common property or the Development. The Purchaser acknowledges that the Vendor may retain strata lots in the Development for use as sales

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

18. **Governing Law.** This offer and the agreement which will result from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

19. **Contractual Rights.** This offer and the agreement which results from its acceptance create contractual rights only and not any interest in land. The Purchaser will acquire an interest in land upon completion of the purchase and sale contemplated herein.

20. **No Waiver.** No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right.

21. **No Merger.** The terms, representations, consents and covenants of this Agreement will survive the completion of the transaction contemplated herein and will not be merged in any document delivered pursuant to this Agreement.

22. **Amendments.** This Agreement may not be altered or amended except by written agreement signed by the parties hereto. Any addendum to this Agreement, if signed by the parties, forms part of and is subject to this Agreement.

23. **Joint and Several Obligations.** All obligations of the Purchaser in this Agreement are joint and several obligations of each party comprising the Purchaser.

24. **Personal Information.** The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Agents and salespersons described in the Agency Disclosure Addendum that forms a part of this Contract, the real estate boards of which those Agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Purchaser and the Vendor:

(a) for all purposes consistent with the transaction contemplated herein including:

   (i) to complete the transaction contemplated by this Agreement;

   (ii) to facilitate the completion and management of the Development including the transfer of management of the Development to a property manager;

   (iii) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects; and

   (iv) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes;

(b) if the Strata Lot 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

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(d) for the purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working with A Real Estate Agent.

25. **Notice and Tender.** Any notice or communication (the "**Notice**") required under or made in respect of this Agreement, including the Completion Notice must be in writing and delivered to the party at the address (or email address) set out above or to such other address as the Vendor or the Purchaser may advise the other party in accordance with this paragraph. Such Notice may be delivered or sent by facsimile transmission, email or other means of electronic communication capable of producing a printed copy or sent by prepaid registered mail or regular mail posted in Canada. Any notice delivered or sent by electronic facsimile transmission, email or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out on page 1 of this Agreement, as the case may be. Any notice sent by prepaid registered mail or regular mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered. The Vendor will have no obligation to locate the Purchaser or search for the Purchaser's new contact address if the Purchaser changes address and fails to provide the Vendor with the Purchaser's new address and, in such circumstances, notice delivered by the Vendor to the last address provided in writing by the Purchaser to the Seller will be valid and effective. If the Purchaser is comprised of more than one party, the Vendor may give notice in the manner set out in this Section to any one of the parties comprising the Purchaser and such notice will be deemed conclusively to have been received by all of the parties comprising the Purchaser. Any delivery of documents, notices or funds to the Vendor or the Purchaser may be validly delivered by delivery to the Purchaser's Solicitors or the Vendor's Solicitors, as applicable. Any payment of funds to the Vendor must be paid by way of bank draft or certified cheque.

26. **Construction Noise.** The Purchaser is hereby advised and acknowledges that as and when other residential units in or around the Development and the commercial parcels are being completed and/or moved into, excessive levels of construction noise, vibration, dust and/or debris are possible, and accordingly same may temporarily cause noise and inconvenience to the occupants of the Development. The Purchaser hereby irrevocably and unconditionally waives any claim the Purchaser has or may have against the Vendor or other entities or persons related to or in any way associated with the Vendor in respect of the matters set out in this Section 26. The provisions set out in this Section 26 will survive the Completion Date, registration of the transfer of the Strata Lot, and payment of the Purchase Price to the Vendor.

27. **Further Assurances.** The parties hereto will do such further acts and execute and deliver such documents that may be necessary or desirable to carry out the terms of this Contract of Purchase and Sale.

28. **Municipal Address and Strata Lot Number.** The municipal address of the Development and the strata lot number of the Strata Lot may be subject to change. The Purchaser will be notified by the Vendor of any such change and hereby acknowledges that upon receiving such notice from the Vendor that this Contract will be deemed to be amended accordingly and will remain in full force and effect.

END OF DOCUMENT

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TERRACE HOUSE
COAL HARBOUR

DISCLOSURE STATEMENT
Real Estate Development Marketing Act of British Columbia

TERRACE HOUSE
1250 West Hastings Street, Vancouver, British Columbia

Developer:	Evergreen House Development Limited Partnership and its General Partner: Port Capital Development (EV) Inc.
Address for service:	20th Floor, 250 Howe Street Vancouver, BC V6C 3R8
Business address:	425 West 4th Avenue Vancouver, BC V5Y 1H3
Developer's Real Estate Agent:	The Developer intends to use its own sales staff to market the Strata Lots in the Development. Any employees of the Developer who market the Strata Lots on behalf of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchasers.
Date of Disclosure Statement:	June 14, 2017

Disclaimer

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Darlene Kay Calyniuk **[*insert purchaser's name*], who has confirmed that fact by initialling in the space provided here:** ______.

ACKNOWLEDGEMENT OF RECEIPT
OF
DISCLOSURE STATEMENT

TERRACE HOUSE

1250 West Hastings Street, Vancouver, British Columbia

Darlene Kay Calyniuk [*insert Purchaser's name*] (the "**Purchaser**"), hereby acknowledges and confirms that, prior to entering into a purchase agreement with Evergreen House Development Limited Partnership by its general partner Port Capital Development (EV) Inc. (together, the "**Developer**") in respect of a development unit in the development (the "**Development**") to be located at 1250 West Hastings Street, Vancouver, British Columbia:

1. the Purchaser has received a copy of the Disclosure Statement dated June 14, 2017 prepared in respect of the Development in which the Purchaser's development unit is located (the "**Disclosure Statement**");

2. the Purchaser has been afforded a reasonable opportunity to read the Disclosure Statement;

3. the Disclosure Statement relates to a development property that is not yet completed and that this information has been drawn to the Purchaser's attention; and

4. the Purchaser has been referred to Section 7.2 of the Disclosure Statement in respect of information on the developer's purchase agreement.

DATED at Vancouver [*city*], BC [*province*], this 9 day of September, 2017.

Signature

Darlene Kay Calyniuk
Printed Name

Signature

Printed Name

TERRACE HOUSE
COAL HARBOUR

DARLENE K CALYNIUK
1139 CORDOVA ST W 801
VANCOUVER BC V6C 0A2

001

DATE 2 0 17-09-09
Y Y Y Y M M D D

PAY TO THE ORDER OF DENTONS CANADA LLP in TRUST $ 600,000.00

-six hundred Thousand xx/100 DOLLARS Security features included. Details on back.

BMO Bank of Montreal
595 BURRARD ST., 9TH FLOOR, P.O. BOX 49500
VANCOUVER, B.C. V7X 1L7

MEMO SL 20 Unit #1301 (PH1)
Terrace House

D.K. Calyniuk MP

⑈001⑈ ⑆91052⑉001⑆ 2219⑉9250⑉484⑈

Re: Terrace House Initial Deposit

Date Received: September 9th, 2017

Time: 1:50 PM

Received by: Maaya Hayashi

Strata Lot #: 20 Unit #: 1301