



This is the 1<sup>st</sup> affidavit of Carvan Sung in this case and was made on February 7, 2024

NO. S233788  
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**

AND

**IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c.C-44, THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57, and THE BUSINESS CORPORATIONS ACT, R.S.O. 1990, c. B.16**

AND

**IN THE MATTER OF DONNELLY HOLDINGS LTD.  
AND THOSE PARTIES LISTED ON SCHEDULE "A"**

**AFFIDAVIT**

I, CARVAN SUNG, Property Negotiations Supervisor, care of 2400 – 200 Granville Street, Vancouver, British Columbia, AFFIRM that:

1. I am a Property Negotiations Supervisor with the City of Vancouver (the "City"). I have served the City in this capacity since March 2020. I have been employed in the real estate profession since 2008, starting with BC Assessment as an appraiser. I joined the City in 2013. I have over 10 years of experience in real estate negotiations with tenants, overseeing real estate leasing arrangements in Vancouver throughout my career.
2. I hold a Bachelor of Arts in Commerce from the University of British Columbia Sauder School of Business, and I also hold a professional RI Designation from the Real Estate Institute of British Columbia, where I am a designated, educated, experienced and connected real estate professional.

3. In my capacity as the Property Negotiations Supervisor for Real Estate Services at the City, I was responsible for overseeing:
  - (a) negotiations surrounding the original lease dated July 8, 2017 (the "**Original Lease**") wherein the City leased to Cinema Public House Ltd. ("**Cinema**") a portion of a building on the lands at 901 Granville Street (the "**Premises**") for a term of five (5) years commencing on April 1, 2018 and ending on May 31, 2023;
  - (b) an assignment and assumption dated July 18, 2019 (the "**Assignment Lease**"), where the Original Lease was assigned from Cinema to Donnelly Public Houses Inc. ("**DPH**");
  - (c) a rent deferral agreement dated April 23, 2020 ("the **Original Rent Deferral Agreement**"), where the City agreed to defer the payment of Rent by the new assignee DPH for the months of April 2020 and May 2020;
  - (d) a further rent deferral agreement dated June 8, 2021 (the "**Modification of Lease and Rent Deferral Agreement**"), where the City and DPH made arrangements to try and deal with DPH's rental arrears of \$214,396.12 that were going to be owing as of December 31, 2021;
  - (e) a new lease agreement dated March 29, 2023 (the "**10-Year Cinema Lease**") with DPH for the Premises; and
  - (f) the recent requests to assign the new 10-Year Cinema Lease to a brand new numbered corporation, 1442029 B.C. Ltd. (the "**144 Cinema Assignment Request**").
  
4. I have personal knowledge of the facts and matters deposed to in this Affidavit. Where I have relied on other sources for information, I have stated the source of my information, and I believe such information to be true. In preparing this Affidavit, I have consulted with other members of the City's management team.

5. All references to monetary amounts in this Affidavit are in Canadian dollars unless noted otherwise.
6. This Affidavit is made to oppose an application made by the Petitioners, the Parties Listed on Schedule "A" for the order substantially in the form attached as Schedule C to the Application of Donnelly, filed February 7, 2023, for the order approving the 144 Cinema Assignment Request. The City believes that it will be prejudiced in this forced assignment and that the 144 Cinema Assignment Request is not in the best interests of DPH or its stakeholders.

**A. Unique Challenges with Leasing in the Granville Entertainment District**

7. The City deals with, acquires, and leases properties, buildings, land, and lots in accordance with the *Vancouver Charter* and, at times, City Council provides approval to lease a respective property, building, land, or lot.
8. Based on my experience to date with the City, the City is tasked with assessing commercial lease obligations while also maintaining the electorates' aims and goals. The City's policies inform Real Estate Services' contractual decisions.
9. One such area where the City leases City-owned properties is on Granville Street, between Pacific Avenue and Robson Street, which is known more broadly as the Granville Entertainment District (the "GED").
10. The GED is currently an area in the City with ground-floor entertainment/leisure (recreation, nightclubs, pubs/bars, and food service establishments). Currently, Granville Street is mainly used as a transit corridor by Vancouverites commuting to Downtown Vancouver during the day and as a nightlife destination in the evening.
11. I am informed by my review of a business magazine article, and I believe it to be true, that part of the historical reason behind a business's success in the GED was having a particular liquor license—a liquor primary licence:

“People were flocking to hip new restaurants that felt like bars, and many operators, including Donnelly, allowed more than just a few patrons to drink without buying food. Donnelly says the City closed the Granville Room “five or six” times for licence violations, and he figures that in addition to lost revenue he paid about \$10,000 in fines. Which makes it easy for him to define his smartest management decision: “getting involved in liquor primary licences.”

Attached as **Exhibit “A”** is a true copy of an article in BCBusiness called “The Donnelly-ization of Vancouver Bars” by Charles Campbell dated September 5, 2011.

12. I am informed by my review of food sector industry reports, and I believe it to be true that the food service sector is struggling. As Restaurants Canada has noted in their more recent Federal Budget Submissions:

“Urgent changes are needed to help restaurant businesses survive and thrive over the months ahead. Before the pandemic, only 7% of the industry was operating at a loss compared to 33% today, and only 5% reported “just breaking even” compared to 18% today. Overall, 84% of restaurants report lower profitability today than in 2019.”

Attached as **Exhibit “B”** is a true copy of Restaurants Canada’s report titled “Restaurants Canada 2024-2025 Federal Budget Submission”.

13. With the election of a new city council in October 2022, the City Council’s Strategic Priorities were updated to include creating vibrant public spaces with a refresh of downtown Granville Street. In accordance with an election campaign promise, the City identified numerous challenges plaguing the historic GED, including empty storefronts, crime and safety issues, reduced daytime visitors and increased violence at night. A copy of the Staff Report submitted to City Council is attached hereto as **Exhibit “C”**.
14. The City put a planning program into place following a decision by City Council for staff to engage and work with residents and stakeholders to develop a new vision for the GED as an exciting, welcoming, safe, and inclusive downtown destination. A copy of an excerpt from the public Council Meeting Minutes dated January 31, 2023, is attached hereto as **Exhibit “D”**.

15. As the Deputy Mayor has said: “The ramped-up Granville Street Planning Program presents a significant opportunity to breathe life into the Granville Entertainment District, expedite new hotel development, expand tourism, create a signature pedestrian-focused public space, strengthen job space, increase safety, and support a vibrant arts and culture destination in our city - especially live music and a vibrant night-time economy.” A copy of the statement of Deputy Mayor Kirby-Yung is attached hereto as **Exhibit “E”**.
16. As part of revitalizing the GED, the City intends to remove the moratorium on new liquor establishments and provide seat expansions in the GED. The City has had capacity, size and distance restrictions in place, meaning the City cannot have certain liquor establishments right next to each other. Removing the moratorium will open the door to new operators aligned with the new vision for Granville Street. A copy of the Council Report titled “Policy and By-law Updates to Regulation of Liquor Establishments Including Distance Requirements,” dated November 29, 2023, is attached hereto as **Exhibit “F”**.
17. The historical exclusivity and value associated with a liquor primary license may be reduced by lifting the moratorium, opening the door to new operators. This will allow the City, in working with business owners, to decide the fit of establishments that meet the new GED priorities and rezoning, including arts and culture spaces, patios and places to gather and celebrate, and exciting businesses and events throughout the day and night. A copy of a memorandum from City Manager, Paul Mochrie dated October 5, 2023, is attached hereto as **Exhibit “G”**.

**B. Contractual History of the DPH at the Premises**

18. Under the **Original Lease**, the City leased the Premises to Cinema for five (5) years commencing on April 1, 2018 and ending on May 31, 2023. A copy of the Original Lease is attached hereto as **Exhibit “H”**.

19. The Original Lease contained one (1) Option to Renew for five (5) years (the **"Option to Renew"**). The Option To Renew needed to be exercised by the tenant with not less than 12 months and no more than 18 months written notice.
20. On July 18, 2019, under an assignment and assumption of lease (the **"Assignment Lease"**), the Original Lease was assigned from Cinema to DPH. A copy of the Assignment Lease is attached hereto as **Exhibit "I"**.
21. On April 23, 2020, under a rent deferral agreement (**"the Original Rent Deferral Agreement"**), the City agreed to defer the payment of Rent for the months of April 2020 and May 2020 in the amount of \$50,442.86. A copy of the Original Rent Deferral Agreement is attached hereto as **Exhibit "J"**.
22. On June 8, 2021, the City and DPH continued their longstanding economic relationship with a further Modification of Lease and Rent Deferral Agreement (the **"Modification of Lease and Rent Deferral Agreement"**), where the City agreed to permit DPH to further defer Rent for the twelve (12) months from November 1, 2020, to October 1, 2021. The key terms of the deferral agreement were:

*Tenant has agreed to make a lump sum payment of \$44,928.00 by December 31, 2021, leaving rental arrears of \$214,396.12. Commencing January 1, 2022, the Tenant hereby covenant and agrees with the Landlord that the Tenant will pay to the Landlord \$5,359.90 per month in additional Rent for the next forty (40) months. At the end of the Lease, \$133,997.58 will be immediately due and owing on March 31, 2023. If the Tenant exercises the Option to Renew and enters into the renewal term, commencing April 1, 2023, the Landlord agrees that the Tenant can continue to pay to the Landlord the remaining deferred rent of \$5,359.90 per month in additional Rent for the next twenty-five (25) months.*

A copy of the Modification of Lease and Rent Deferral Agreement is attached hereto as **Exhibit "K"**.

23. On March 31, 2023, the sum of \$133,997.58 was immediately due and owing should DPH have failed to exercise the Option to Renew.
- C. Failure to exercise the Option to Renew and negotiations for a new 10-year Cinema Lease**

24. On May 18, 2022, Ms. Melinda Chan wrote to Reid Ogdon, the Chief Operating Officer of DPH, advising that the Original Lease would expire on March 31, 2023. She reminded DPH that it was on a rent deferral program with an expected balance of \$133,997.58 owing to the City on March 31, 2023. A copy of the email of Melinda Chan dated May 18, 2022, is attached hereto as **Exhibit "L"**.
25. On May 18, 2022, Ms. Chan further advised DPH that the Option to Renew, which was not exercised, was now void.
26. On May 18, 2022, Ms. Chan inquired about DPH's plans and asked whether DPH wished to remain on the Premises, negotiate a new lease, and continue with the rent deferral. Or, whether DPH would pay off the total amount owing at the end of the lease term and vacate the premises.
27. On May 31, 2022, DPH advised that it was "renewing and will continue to work with you on terms. I wanted to ensure that I sent you a formal renewal, see attached, we will wait for your direction post-Summer about when this is being brought to Council." A copy of Reid Ogdon's email dated May 31, 2022, is attached hereto as **Exhibit "M" (with attachment)**. In the attachment, the formal renewal, DPH sought not only to request renewal but also to seek an additional five-year option.
28. On September 29, 2022, lease negotiations on a new lease commenced. The City advised that it drafted a 5-year lease and that rent deferral repayments of \$5,359.90 per month will continue up to and including the last payment date on April 1, 2025. The City advised that their business practice was not to provide Options to Renew anymore. A copy of an email thread between Ms. Chan and Mr. Ogdon between September 29, 2022, and November 8, 2022, is attached hereto as **Exhibit "N"** (without enclosures).
29. On October 14, 2022, DPH inquired about whether the rent deferral calculations were incorporated into the new gross rent payment in the offer or in addition thereto (See **Exhibit N**).

30. On October 18, 2022, the City advised that the rent deferral payments would be on top of Gross Rent in the Offer. The City advised that real estate values had increased over the last 5 years and that the offer rent was market rent in the area. The City advised that the property across the street at 897 Granville St was currently listed for a Gross Rent of \$158.00 per square foot and that the Premises was a good corner property at a Gross Rent of \$84.50 per square foot to start (See **Exhibit N**).
31. On November 7, 2022, DPH advised that it was “conscious about how far I push back on the rates” but noted that with “the arrears being paid over the same term and business not back to normal levels it is a math problem. Can you consider slightly more moderate increases in the first half of the renewal term?” (See **Exhibit N**).
32. On November 8, 2022, the City agreed to extend the rent deferral period for another 12 months. The deferred rent owed on April 1, 2023, would have been \$133,997.50. By extending the deferral repayment, the City reduced DPH’s monthly rent deferral repayment from \$5,359.90 to \$3,621.55 per month. The deferred rent would now not be fully repaid until April 1, 2026. (See **Exhibit N**).

**D. DPH’s Hidden Financial Situation**

33. Up to August 1, 2022, Cinema’s fiscal year end was either a 52 or 53-week period. After that, Cinema’s fiscal year end was the year ending the Sunday closest to July 31. A copy of a Compilation Engagement Report dated July 31, 2023, is attached hereto as **Exhibit “O”**.
34. In my review of Exhibit O, I have observed that in the 52-week period ending July 31, 2023, Cinema had a loss of \$126,123. The deficit increased to \$210,630.
35. In my review of Exhibit O, I have observed that in the 52-week period ending July 31, 2022, Cinema had a loss of \$140,962. The deficit was \$126,223.



36. This financial information was not provided to the City until December 8, 2023. It was provided to the City when Mr. Ogdon wrote to the City in relation to the 144 Cinema Assignment Request. Therein, Mr. Ogdon advised that Cinema had been underperforming, advising that the performance for both FY2023 and FY2022, side by side, shows a loss of \$130,000 to \$140,000 per year, and advising that “this current year is worse”. A copy of the December 8, 2023 email from Reid Ogdon is attached hereto as **Exhibit “P”**.
37. DPH did not tell the City about its financial performance prior to the expiration of the Original Lease, prior to engaging in the 10-year lease negotiations, or prior to asking the City to spread rent deferral over an extended term. In my review of Exhibit O, it appears that Cinema would have been operating at a more extensive loss and that it may have only been able to meet other obligations because of the City’s rent deferral agreement for this longstanding business partner.

**E. Key Terms of the 10-Year Cinema Lease**

38. A copy of the 10-Year Cinema Lease is attached hereto as **Exhibit “Q”**.
39. Key terms of the 10-Year Cinema Lease include the following:

	<b>Article</b>	<b>Summary<sup>1</sup></b>
<b>City Council Resolution</b>	<b>Recital C.</b>	City Council, by resolution made March 28, 2023 resolved to lease the Premises to DPH on terms.
<b>Rent and Term</b>	<b>1.1 and 1.3</b>	The Premises were rented for a ten (10) year term. Rent is “rent per sq. ft.” of Rentable Area. The Rentable Area is 3,584 sq. ft. Rent starts at \$84.50 per annual sq. ft. in 2023. It increases only \$4.50 psf in 2025. It then only increases \$4.00 psf in 2027 to \$93.00 psf. The Rent Deferral Agreement was extended for a further 12 months, and now 37 months were provided for deferred rent that was payable in addition to Rent.
<b>Permitted Uses</b>	<b>1.6</b>	The Tenant will not use the Premises for any purpose other than a Restaurant and Pub under a Dual Licence – Liquor Primary Licence (Liquor Establishment - Class 2) (the “ <b>Permitted Use</b> ”) subject to: i) A maximum interior capacity of 92 person and an outdoor patio capacity of 14 persons; ii) Extended Hours of operation limited to 10 pm to 3 am, seven days a week; iii) The outdoor patio ceasing all liquor service and vacated by 11 pm nightly; iv) No music or entertainment permitted on the patio;

<sup>1</sup> Capitalized terms used but not defined in the table have the meanings ascribed to such terms in the 10-Year Cinema Lease.

		<p>v) An acoustic report certifying that the establishment meets City of Vancouver Noise Control Bylaw requirements, with a copy to the Landlord;</p> <p>vi) A Time-Limited Development Permit; and</p> <p>vii) Signing a Good Neighbour Agreement (GNA) with the City prior to business licence issuance.</p> <p>The current Restaurant - Class 1 business licence remains the primary use. Issuance of the City business licence for the new Liquor Establishment - Class 2 is ancillary to the Class 1 licence.</p> <p>The Landlord does not represent that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto and other relevant by-laws.</p> <p><b>Nothing in this Section 1.6 affects the Tenant to comply at its sole expense with all by-laws pursuant to Section 9.1.</b></p>
<b>Security Deposit</b>	<b>1.8</b>	<p>Tenant lodges a security deposit equivalent to one (1) month's Rent. The City acknowledges holding \$20,883.37 and the balance of \$5,615.83 will be required to top-up the security deposit. <b>At all times the deposit stand charged with a lien in favour of the Landlord which shall be in priority to any claims of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise.</b></p> <p><b>The deposit shall not be refundable upon assignment.</b> The assignor and assignee between themselves shall make whatever adjustment they deem appropriate.</p>
<b>Encumbrances</b>	<b>2.6</b>	<p><b>The Tenant will not create any mortgage, security agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures</b> or permit any such mortgage, security agreement or other encumbrance to attach to the Premises.</p> <p>This section shall not prevent the Tenant mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures.</p>
<b>Assignment</b>	<b>7.1</b>	<p>The Tenant shall not assign its leasehold interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may not unreasonably withhold but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the lease, the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee [...]</p>
<b>Mortgage Restriction</b>	<b>7.4</b>	<p>Under no circumstances whatever may this lease be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.</p>
<b>Bankruptcy</b>	<b>8.1</b>	<p>In case any creditor of the Tenant seizes or takes possession of the Term or any of the Tenant's goods or chattels, or if the Tenant makes a general assignment for the benefit of creditors, ... <b>or if a receiver, interim receiver, manager, receiver-manager, trustee, or liquidator of all or any part of the Tenant's property is appointed or applied for</b> by the Tenant or by one or more of the Tenant's creditors, then the Landlord must be notified immediately. In such a case, <b>the Tenant must pay the current rent plus an additional three (3) months' current rent immediately,</b></p>

		<b>and the Landlord may claim the same along with any arrears of rent. At the option of the Landlord, the Term is subject to termination forthwith.</b>
<b>Distrain</b>	<b>10.2</b>	<p>The tenant agrees to waive and give up the benefit of any current or future laws that could limit or take away the landlord's rights to seize and sell the tenant's property. This includes all goods and property belonging to the tenant, whether they are within the premises or not. The landlord is permitted to use the proceeds from the sale to pay for any past-due rent, including any amounts that are considered rent under the lease, and cover the costs of the seizure and sale.</p> <p>The tenant agrees that if they abandon the premises and still owe rent, the landlord has the right to seize and sell any goods or property left on the premises or taken elsewhere by the tenant or anyone else. This can be done in the same way as if the items were still on the premises. The landlord can do this in addition to any other legal remedies available to them</p>
<b>Security Agreement</b>	<b>10.8</b>	<p>(a) The Tenant hereby grants to the Landlord a security interest ("<b>Security Interest</b>") in all of the Tenant's personal property of any kind ... <b>which are or may be at any time hereafter on the Premises or elsewhere, to secure the payment of all rent and the fulfillment of the other obligations of the Tenant under this lease.</b> <i>Except for the Security Interest, the Tenant agrees that all Collateral on the Premises shall be the unencumbered property of the Tenant.</i> The Tenant agrees to enter into, on the Landlord's request, a separate security agreement, ..., as security for the payment of rent and performance by the Tenant of all of its other obligations pursuant to this lease. <b>Whether or not any additional or separate security agreement, mortgage, charge or other security instrument is requested by or given to the Landlord as aforesaid, the Tenant confirms and agrees that the Security Interest is complete and valid without the necessity of the Tenant's giving any other or further documentation in respect thereof.</b> The Tenant agrees that the Security Interest shall attach to the Collateral immediately upon the execution of this lease and ... this lease is intended to constitute a security agreement as defined in the <i>Personal Property Security Act</i>, R.S.B.C. 1996 c. 359 .... This security agreement is separate from and shall survive the termination, expiry or disclaimer of this lease.</p> <p>(b) On default by the Tenant under this lease, the Landlord may ... take possession of the Collateral, and realize upon the Collateral and enforce its rights under the Security Interest by any remedy or proceeding authorized or permitted hereby or at law including, without limitation, all rights and remedies available to a secured party under the <i>Personal Property Security Act</i> and any other similar statutes; ...</p> <p>(d) This Security Interest is given in addition, and not as an alternative, and may be exercised by the Landlord without prejudice to any other rights of the Landlord under this lease or at law including, without limitation, the Landlord's right of distress.</p>
<b>Covenants Survive Termination</b>	<b>15.3</b>	Unfulfilled covenants in this lease at termination or passage of time will remain valid and binding on parties and their successors as long as any liability or unfulfilled covenant remains or is otherwise outstanding.

**F. Concerns with DPH's Activities**

**(a) Inadequate Marketing and Inadequate Sales Process for the Lease Itself**

**i. Lack of evidence regarding the retention of the Broker**

40. The Affidavit #1 of Jeff Donnelly made January 18, 2024 and filed by DPH (the "**Donnelly Affidavit**") does not adequately address the City's concerns regarding retention efforts as it does not contain any documentation evidencing:

- (a) that DPH solicited proposals for listing agents, realtors, or brokers with respect to any monetization process for any leases as stand-alone assets;
- (b) that the decision to hire Jean Seguin, Personal Real Estate Corporation with [www.restaurantbusinessbroker.ca](http://www.restaurantbusinessbroker.ca) (the "**Broker**") was based on a review of proposals from multiple parties;
- (c) that entering into an exclusive listing with this Brokerage was the most favourable to DPH and its stakeholders, in so far as:
  - (i) the fee structure provided by the Brokerage was the lowest or most competitive; or
  - (ii) the Brokerage has the knowledge or landlord-retailer relationship network, or expertise required to market the 10-Year Cinema Lease as an asset in and of itself rather than as part of a restaurant or hospitality business;
  - (iii) this Brokerage is a lease-focused brokerage or consultancy company that specializes in the provision of leases for businesses looking to expand and/or re-evaluate operations in Vancouver; or
  - (iv) this Brokerage is connected to any network of commercial real estate brokerages or retail organizations operating in Canada, investment and private equity firms, or various other

companies/organizations that may have potential interest in the 10-Year Cinema Lease rather than as “E-mail blasts to 9400 parties”.

**ii. Uncertain Results of the Sales and Marketing Process by Brokerage**

41. In addition to the lack of retention evidence, the Donnelly Affidavit does not adequately address the City’s concerns regarding marketing efforts in that there is no documentation regarding the sales process or marketing results as to:
- (a) the number of parties contacted directly by the Brokerage rather than “posting” or “E-mail blasts”; or
  - (b) the number of parties who initiated contact with respect to the Lease rather than simply the nineteen (19) parties who executed a non-disclosure agreement (“**NDA**”) or whether any of these 19 parties were interested in 10-Year Cinema Lease as a stand-alone asset; or
  - (c) that between August 2023 and December 2023, the Brokerage and DPH, proactively addressing anticipated conditions to closing, such as lease assignment to proactively determine criteria for suitable assignee for the 10-Year Cinema Lease; or
  - (d) that the two offers received by DPH were comprised of extensive negotiations with either the applicable offeree to increase the consideration provided thereunder either offer for the 10-Year Cinema Lease itself to benefit stakeholders.

**(b) Failure to attempt to Negotiate a Lease Surrender Agreement**

42. To date, the City has not been approached to negotiate a lease surrender agreement regarding the 10-Year Cinema Lease. Here, DPH would agree to surrender on an “as is, where is” basis, and where the City or Vancouver would agree to accept a surrender of, all of DPH’s right, title and interest in and to the lease and the real property interests governed thereunder.

43. In my experience, stakeholders could benefit from DPH's surrender of the 10-Year Cinema Lease because stakeholders may receive the benefit of having DPH (and each of their respective subsidiaries, affiliates, and associates and each of their respective members, partners, directors, officers, employees, agents, shareholders, successors and permitted assigns) released from any and all claims relating to or arising from the lease, the real property interests, the premises, the property and/or the granting of the stay of any proceeding against DPH arising out of or in connection with any indemnity, guarantee, or surety relating to a lease of real property by DPH granted with respect to the 10-Year Cinema Lease.

**G. The 144 MLS Agreement Itself**

44. On November 1, 2023, Cinema went ahead and entered into a standard form multiple listing service agreement with 1442029 BC Ltd. regarding the sale of the bar located at 901 Granville Street (the "**144 MLS Agreement**").
45. A copy of the 144 MLS Agreement is attached hereto as **Exhibit "R"**. Key terms of the 144 MLS Agreement include the following:

<b>MLS Article, Term, or Condition</b>	<b>Summary<sup>2</sup></b>
<b>4.3</b>	Business Assets included (in accordance with Clause 12 and, if Applicable Schedules A to K) all Cinema assets except for the Fee Simple Lands. All other assets were sold, including <b>.B. Leases [12B]</b>
<b>4.4</b>	Business Assets excluded were all cash on hand or on deposit, all accounts and notes receivable, and the "Deposit on lease"
<b>5.1, 5.2 Schedule N</b>	The Purchase Price appears to have increased from \$500,000 to \$575,000, and is to be allocated in accordance with Schedule N. This was increased to \$580,000 by a November 20, 2023 addendum because of the Seller extended the Conditions Precedent removal date.
<b>10</b>	A List of Leases (Schedule 12B) was to be provided along with schedules of all other assets purchased by November 8, 2023. A List of Excluded Assets was to be Prepared by November 8, 2023.

<sup>2</sup> Capitalized terms used but not defined in the table have the meanings ascribed to such terms in the 144 MLS Agreement.

<b>Part 2 - 12B</b>	1442029 B.C. Ltd. will purchase and assume from Cinema, and Cinema will sell and assign to 1442029 B.C. Ltd. business assets including all of Cinema's right, title, benefit and interest by way of one or more leases set out in Schedule B (the " <b>Assumed Leases</b> ") and the premises demised pursuant to any Assigned Leases;
<b>Part 2 – 12C-M</b>	1442029 B.C. Ltd. will purchase all chattels and fixtures existing and not in (the " <b>Assumed Premises Assets</b> ") either: (i) Schedule L or (ii) the List of Excluded Assets at premises (the " <b>Non-Assumed Premises Assets</b> ");
<b>Schedule 10N - dated November 20, 2023</b>	1442029 B.C. Ltd. will allocate the Purchase Price among the Business an aggregate amount of \$580,000, allocated as the Leasehold Improvements (\$400,000) and the Assets & Equipment (\$180,000).

#### H. The Short Comings of the current 144 MLS Agreement

46. My review of the 144 MLS Agreement has me view this particular sales agreement as problematic for the City on the basis that:
- (a) 1442029 B.C. Ltd. and Cinema mutually agreed that the Lease Deposit of Cinema of \$26,499.20 is included in the Purchase Price;
  - (b) on my review, there is no indication that the 144 MLS Agreement is on an 'as is, where is' basis, including all related rights, benefits and advantages contained in each Assumed Lease. Instead, the Buyer is to be satisfied that the terms of all Assumed Lease can be assigned to the Buyer;
  - (c) by way of an Addendum term, "The Buyer may assign the Buyer's rights in this Contract, in whole or in part, to any person without the consent of the Seller. The assignment by the Buyer will not relieve the Buyer from the Buyer's obligations under this contract.";
  - (d) on my review there is nothing in the 144 MLS Agreement where the City would have to release Cinema of all obligations under an Assumed Lease or any associated indemnity under the 10-Year Cinema Lease;
  - (e) no indication that 1442029 B.C. Ltd. will provide an indemnity to Cinema indemnifying and saving Cinema harmless from any and all claims arising from, among other things, non-payment of rents and other amounts due

and owing under the Lease or the non-observance or non-performance of any terms, obligations or covenants under the Lease, in each case during the period following the closing date;

- (f) there is no separation between the closing date for the assignment and assumption of the 10-Year Cinema Lease as compared to the closing date for the assignment and assumption of the Non-Assumed Assets.
- (g) There is no indication as to who will remove the Non-Assumed Assets in accordance with the 144 MLS Agreement or who will be responsible for Cure Costs.

47. I have reviewed the Donnelly Affidavit, and it does not adequately address the City's concerns regarding the 144 MLS Agreement because:

- (a) there is also no documentation that the consideration payable by 1442029 B.C. Ltd. for the Purchase Price was negotiated directly by the Brokerage with regard to the value of the 10-Year Cinema Lease.;
- (a) though the Deponent swears that "144 will repay the lease arrears of \$97,782.08 on or soon after closing", there is no term such term that appears in the 144 MLS Agreement, and if it can be inferred, there is no indication as to what is meant by "on or soon after" under the 144 MLS Agreement.

**I. Information discovered in the 144 Assignment Request regarding the unsuitability of 1442029 B.C. Ltd. and its Directors**

48. After entering into the 144 MLS Agreement, on November 9, 2023, the Brokerage provided the City with information about the proposed buyer for the purchase of the Cinema. The Brokerage advised that "...the business is not changing. Everything is staying the same. They are keeping the staff and the doors are not closing." A copy of the email thread between the Brokerage and the City of Vancouver dated between November 9, 2023 and November 14, 2023 is attached hereto as **Exhibit "S"**.



49. On November 9, 2023, the Brokerage also advised that operations would continue, the buyer's corp is a new corp for the purchase, and that "Both partners are bankers that will be keeping their day jobs as well." (See Exhibit S).
50. On November 14, 2023, Harry Jassar with Woodhouse Realty advised that the directors of the company are husband and wife, both working for TD Bank as credit analysts (underwriter) (See **Exhibit S**).

**(a) Newly incorporated Company**

51. With respect to the 144 MLS Agreement, the purchaser of Cinema is 1442029 B.C. Ltd. A BC Company Search reveals that 1442029 B.C. Ltd. was incorporated on September 28, 2023. The BC Company Search reveals that the Directors of 1442029 B.C. Ltd. are Amrinderveer Chahal ("**Ms. Chahal**") and Apurv Yogeshkumar Modi ("**Mr. Modi**"). A copy of the BC Company Search dated October 30, 2023, is attached hereto as **Exhibit "T"**.
52. The BC Company Search also reveals that the Registered Office, Records Office, and the mailing addresses of the named Directors are the same—11-23651 132 Avenue Maple Ridge, BC V4R 0E9.
53. I have reviewed searches for the municipal address for the residential townhome of 11-23651 132 Avenue Maple Ridge, BC V4R 0E9 and it appears that it is encumbered (\$616,000). A copy of the Mortgage and Landtitle for 11-23651 132 Avenue Maple Ridge, BC V4R 0E9 is attached hereto as **Exhibit "U"**.

**(b) Directors are unfamiliar with British Columbia and the GED**

54. Mr. Modi has provided a Criminal Record Check, a Resume, and a Credit Report. A copy of the Criminal Record Check, a Resume, and a Credit Report of Mr. Modi is attached hereto as **Exhibit "V"**.
55. Ms. Chahal has provided a Criminal Record Check, a Resume, and a Credit Report. A copy of the Criminal Record Check, a Resume, and a Credit Report of Ms. Chahal is attached hereto as **Exhibit "W"**.

56. My review of Exhibit **V** and **W** leads me to believe that both directors are new to British Columbia and neither has any experience in the Granville Entertainment District.
57. My review of Exhibit **V** leads me to believe that TD Canada Trust currently employs Mr. Modi as a credit analyst. In my review of his resume, he was noted as an Owner of Bombay Street Tadka, Edmonton, Alberta, for three and half years while also working at Easy Financial in Edmonton, Alberta, reviewing loan applications and credit counselling. Otherwise, Mr. Modi appears to have worked basic customer service jobs working at Subway, Best Buy, and Freedom Mobile.
58. My review of Exhibit **W** leads me to believe that TD Canada Trust currently employs Ms. Chahal as a credit analyst. In my review of her resume, I found that she was a supervisor at Bombay Street Tadka, Edmonton, Alberta, for three and half years while also working at Easy Financial, Edmonton, Alberta, reviewing loan applications and credit counselling. Otherwise, Ms. Chahal appears to have worked basic customer service jobs, such as Subway or Best Buy.
59. A Google search for “Bombay Street Tadka” shows me that it appears to be a small, unlicensed restaurant in Edmonton, Alberta, that is located in the south end of Edmonton, away from a downtown district. A copy of the Google Map search and Google Street view of the Restaurant is attached hereto as **Exhibit “X”**.
60. Both directors’ restaurant experience is from working at Subway and from what appears to be a small, unlicensed restaurant, Bombay Street Tadka.
61. This experience is not the same level of the experience that is required to operate, manage and own a late-night bar and nightclub—the business that is that of Cinema.

**(c) Directors will be splitting duties with current employment**

62. I believe it to be true that Mr. Modi and Ms. Chahal intend to continue working their day jobs, retain the current staff and continue operations at Cinema (See **Exhibit S**).
63. I am informed by my review of a news article, and I believe it to be true, that if Cinema sells, Harrison Stoker has indicated that DPH hopes to repatriate staff to its other businesses. Attached as **Exhibit "Y"** is a true copy of an article in CTVNews called "B.C.-based restaurant group lists 2 businesses for sale amid financial makeover" by Becca Clarkson dated August 17, 2023.

**(d) Concerns with attempts to prop up the 144 MLS Agreement**

64. The City has a number of concerns with the 144 MLS Agreement. These include the following:
- (a) DPH is in creditor protection. DPH is a long-standing, experienced, knowledgeable food and beverage company operating restaurants, bars and pubs and familiar with the GED. DPH was not able to make Cinema a viable business, even with rent deferral and creditor protection. Without more, the City does not believe that a new, inexperienced company will have increased opportunity for success.
  - (b) DPH says it will provide 1442029 B.C. Ltd with "management support" for \$75,000. However, the 144 MLS Agreement is not clear as to how or how much support or for how long or to what degree 1442029 B.C. Ltd will actually receive support from DPH, who is already struggling with other ongoing concerns. As such, the City does not believe that DPH is in a position to assist 1442029 B.C. Ltd. in running as a profitable operation in one (1) year.
  - (c) The City has concerns regarding the staffing realities with 1442029 B.C. Ltd.'s if existing experienced staff leave. If 1442029 B.C. Ltd. is unable to maintain day-to-day management, Cinema will lose all the expertise and knowledge of their staff. Day-to-day experienced management is

essential. 1442029 B.C. Ltd. is not in a position to provide the same. The directors of 1442029 B.C. Ltd. are not available to assist on a day-to-day basis.

**(e) Attempts to alleviate the City's Concerns raise more Questions**

65. The City received a letter encouraging it to accept the assignees on the 144 MLS Lease. In part, the letter described the assignees as "sophisticated businesspeople with a long history in the city." However, based on the diligence undertaken, this does not appear to be correct. Attached hereto as **Exhibit "Z"**, is a copy of a the letter dated December 8, 2023, with the attachment form from Neil Davie.
66. Further, the City is urged to accept the assignees as they are willing to provide personal guarantees. However, there is nothing in the letter to suggest that the proposed assignees are capable of doing so or providing a Letter of Credit.
67. This is a Lease with a 9-year term remaining. A Letter of Credit may secure the the City should it be forced to accept the assignment of the Lease.
68. There appears to be an inconsistent understanding of the extent to which DPH will remain obligated to the City under an assignment. **Exhibit Z** does not appear to note that one of the conditions of the 144 MLS Agreement, (Part 2 - #30) stipulates that 1442029 B.C. Ltd. will assume all of DPH's obligations under the 10-Year Cinema Lease. Yet, **Exhibit Q – Term 7.1** indicates that DPH will continue to be required to fulfill its obligations under the Lease if the Assignee fails to fulfil its obligations. As such, DPH's obligations would still be in place following the assignment of the Lease should 1442029 B.C. Ltd. default. However, this appears to be inconsistent.
69. **Exhibit Z – Neil Dawe** adds further confusion in that he appears to be saying DPH will enter into a one-year management services agreement, contrary to the 144 MLS Agreement, which is only three weeks of transition service to the

1442029 B.C. Ltd. principals, who only “appear to have some experience in the hospitality industry”.

**J. Prejudice to parties with an assignment of the 144 MLS Agreement**

70. The 144 Assignment Request is not the result of a comprehensive marketing process undertaken by or of significant negotiation by DPH in relation to the 2 expressions of interest received in the Cinema assets.
71. The City has not received any documentation that the 144 Assignment Request increases DPH’s realization of the value of its assets for the benefit of stakeholders.

**(a) The uncertainty with 1442029 B.C. Ltd.**

72. 1442029 B.C. Ltd. is a newly formed corporation. It has no existing business upon which to make payment, nor has it covenanted that it even has the financial ability to close the transaction, pay all rent at the times and in the manner provided in the 10-Year Cinema Lease, make all payments covenanted to be paid by the tenant under the 10-Year Cinema Lease, and otherwise assume, observe, perform and be liable for the performance of each term, covenant, provision, condition liability, obligation and agreement contained in the 10-Year Cinema Lease that it will assume from DPH.
73. Despite the expressed concerns of viability in relation to 1442029 B.C. Ltd. as a newly formed corporation, the Directors have not offered a Letter of Credit or a larger security deposit.

**(b) Contractual Prejudice to the City**

74. Such a forced assignment would prejudice the City in that it would extinguish the existing ability of the City to claim default under the 10-Year Cinema lease, alter contractual provisions in the 10-Year Cinema Lease, and force City Council to honour an agreement with a party it did not pass a resolution to contract with.

75. In the past, the City has required a Letter of Credit for prospective tenants where it does not view the economic prospect of a business or the prospective tenant as viable. The City has also required larger security deposits on long-term leases with less viable candidates.

**(c) Potential prejudice to the stakeholders regarding the maximization of Value**

76. An assignment of the 10-Year Cinema Lease to 1442029 B.C. Ltd., whether pursuant to the terms of the 10-Year Cinema Lease, with the consent of the City, or pursuant to section 11.3 of the CCAA, will not maximize the realizable value of Cinema's estate for the benefit of its stakeholders.

77. The City has not received any documentation that if the assignment of the 10-Year Cinema Lease is not completed, a portion of the realizable value will be lost.

78. The 10-Year Cinema Lease is an asset of DPH, and the transactions proposed under the 144 MLS Agreement will **not** allow DPH to obtain the monetary value of such an asset for the benefit of its stakeholders.

79. I have reviewed the Application of the Petitioners, and the City has not received any documentation that the consideration paid by 1442029 B.C. Ltd. for either the Cinema business or for the applicable 10-Year Cinema Lease is fair and reasonable in the circumstances.


80. I have reviewed Affidavit #1 of Jeff Donnelly made on January 18, 2024, and it is not clear that the offer is the best offer. First, in paragraph 24, he affirms that Management received **two offers** regarding the Cinema Business. However, in paragraph 37, he says consideration is "reasonable and fair, given that it is the highest, best, and **only bid** that resulted from the efforts to sell the business."

81. There needs to be clarity that the 1442029 B.C. Ltd. offer represents the highest, non-overlapping, executable offer received within the marketing process for the Cinema Business.

**K. DPH is not in good standing**

- 82. On February 2, 2024, per the 10-Year Cinema Lease, the City went to debit DPH for the sum of Base Rent (\$25,237.33) + GST and for the \$3,621.56 monthly installments pursuant to the Rent Deferral.
- 83. On February 6, 2024, the City was advised that the February 2, 2024 payment of \$30,120.76 was returned NSF. Attached hereto as **Exhibit "AA"** is a copy of an email thread with DPH advising it of the NSF.
- 84. In my review our reasons communicated on November 23, 2023 remain. For which our understanding was that Ernst & Young was advising DPH to disclaim. Attached hereto as **Exhibit "BB"** is a copy of an email dated November 24, 2023 where DPH advises Ernst & Young's is advising disclaimer.
- 85. At the time of making this Affidavit, so far as is known to me, DPH has not paid the NSF funds returned, the full amount of rental arrears, or default funds by way of insolvency as required under the 10-Year Cinema Lease.
- 86. At the time of making this Affidavit, so far as is known to me, DPH has not paid the NSF funds returned, the full amount of rental arrears, or default funds by way of insolvency as required under the 10-Year Cinema Lease.

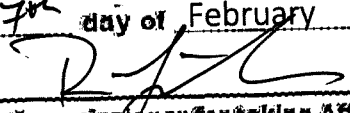
AFFIRMED BEFORE ME at Vancouver,  
British Columbia, this 7<sup>th</sup> day of  
February, 2024

  
\_\_\_\_\_  
A Commissioner for taking Affidavits  
within British Columbia



  
\_\_\_\_\_  
Carvan Sung

This is Exhibit " A " referred to in the  
affidavit of Carmen Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4





# BCBUSINESS

TOURISM & CULTURE



## The Donnelly-ization of Vancouver Bars

**Charles Campbell** Sep 5, 2011



Jeff Donnelly, Donnelly Group | BCBusiness

Jeff Donnelly spends his spare time drinking in the world's great bar cultures, gathering inspiration for his next Vancouver venture.

### With the Donnelly Group leading the way, Vancouver's pubs and clubs are taking Canadian bar culture into the future. But is it a future anyone wants?

The unluckiest day of Jeff Donnelly's life began at about 4 a.m. on August 17, 2003. The phone rang as he sat browsing on his computer in his Helmcken Street condo. A friend was on the line from Loft Six, the Gastown nightclub in which Donnelly was a partner. "He said, 'Jeff, they're shooting guns in here,'" Donnelly recalls. "I was there before the SWAT team." Donnelly ran up

the stairs against the tide of fleeing customers, and was told by a police officer to run right back down again. "I remember two of my friends who'd both been shot in the leg coming out on stretchers. I remember talking to them."

In the aftermath, J.J. Johnson, a former bouncer at Brandi's strip club, was dead on the floor. Mahmoud Alkalil, whose brother had been shot to death in Surrey just two years earlier, fled the scene despite his gunshot wounds and died the next day in hospital. Bystander John Popovich, a popular DJ from Windsor, Ontario, was killed in the crossfire. Five others were injured, including an L.A. dance teacher who took a shot in the back and faced a future in a wheelchair. Police, who told the media that three gangs were present at the scene, described the incident as the worst nightclub violence in Vancouver history.

History: The best – and strangest – Vancouver bars of all time

Donnelly, just 28 at the time and a partner in three Vancouver nightspots, had thought that he'd found his calling in bars and clubs. But after the shooting he wasn't so sure. "I thought I'd never do another nightclub," he recalls. "I thought, 'I can't stand this city.' I couldn't leave my house. People were assuming I was a gangster, or involved with the Hells Angels." Two weeks later, he and his partners decided to close the club for good. "It wasn't much of a decision."

Donnelly is still rattled by the memories, but eight intervening years have changed his outlook. I meet him in Yaletown's The New Oxford, where he's having a gluten-free pastrami sandwich and a Phoenix lager with childhood friend and Donnelly Group director of operations Reid Ogdon. The New Oxford is the latest addition to the group's dozen nightclubs, pubs and bars, including the Cinema lounge, Granville Room and the slick Republic nightclub on the Granville Street strip, as well as The Lamplighter, Post Modern and Metropole in Gastown. Scattered across the city are Bar None, The Academic, Library Square, Smiley's and The Calling. In October, he plans to reopen the first of his Vancouver investments, the Kitsilano landmark Bimini's, which was destroyed by fire four years ago. He expects to open three more new bars by the end of 2011.

### Jeff Donnelly's beginnings in Vancouver pubs and clubs

Jeff Donnelly was the face of change in pubs and clubs in Vancouver during the first decade of the 21st century. In that time, he has learned a few things about fortune and timing, front ends and back ends, and the balance between security and risk that defines his line of work. Donnelly has learned that there are two kinds of luck. "In the bar business, you have to have a lot of good luck," he says. "We've been lucky."

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Donnelly's fine fortune began after Asian investors hired the wayward University of Victoria student to revamp the bar at Victoria's Red Lion Inn. Circumstances forced them to buy out his contract before his work really started and, in 1999, with \$150,000 of his own cash and some additional family money, he bought the Bimini's Tap House business from its original owner, Peter Uram. Bimini's began as one of B.C.'s first neighbourhood pubs, under provincial legislation passed by the NDP in 1972 that broke the stranglehold hotels had enjoyed on liquor service.

Donnelly began buying pubs and bars at a time when many owners feared the worst. They thought a new round of changes to provincial liquor regulations, which allowed restaurants to serve drinks without food to 10 per cent of their patrons, were going to be painful for them. And they thought municipal smoking bans were going to hurt even more. Many pubs were moribund as the lucrative private retail liquor outlets the owners had been allowed to open distracted them from their traditional business. Some were for sale on Craigslist.

There was opportunity, and Donnelly knew how to capitalize on it. He'd learned a lot from his father, Brian, an accountant and former B.C. Lions defensive back who bought, fixed and flipped struggling hotels and their bars. As a 12-year-old, Jeff had cleaned up puke at his dad's Mr. Sport Hotel on Kingsway; in Victoria, he managed his dad's bars at the Ingraham Hotel. "I learned all the back-end sensibilities from my dad," he says. But he differed in one critical respect: "My dad hated the bar business. I just love the bar business."

[pagebreak]

## Liquor reform and early Vancouver pubs

In the history of pubs and bars in Vancouver, many people have seized a moment, and many places have defined a change, beginning with John "Gassy Jack" Deighton, who in 1867 got the workers at Edward Stamp's mill on Burrard Inlet to build a saloon in return for all the whiskey they could drink in a day. Liquor regulation, and sometimes the lack thereof, usually defined the opportunities. Some people make money from what's newly permitted, others from the shakeup in what already exists.

The pre-Donnelly Lamplighter seized a moment way back in the spring of 1925, when it received the first B.C. beer parlour licence issued following the repeal of Prohibition. Of course, the Presbyterian strictures governing the new establishments (beer only, no loose women) left lots of room for bootlegger Joe Celona, whose cozy relationship with the police and mayor L.D. Taylor allowed his unregulated "disorderly houses" to persist well into the 1930s. The authorities averted their knowing eyes until the 1960s from any number of bottle clubs, where the rack for

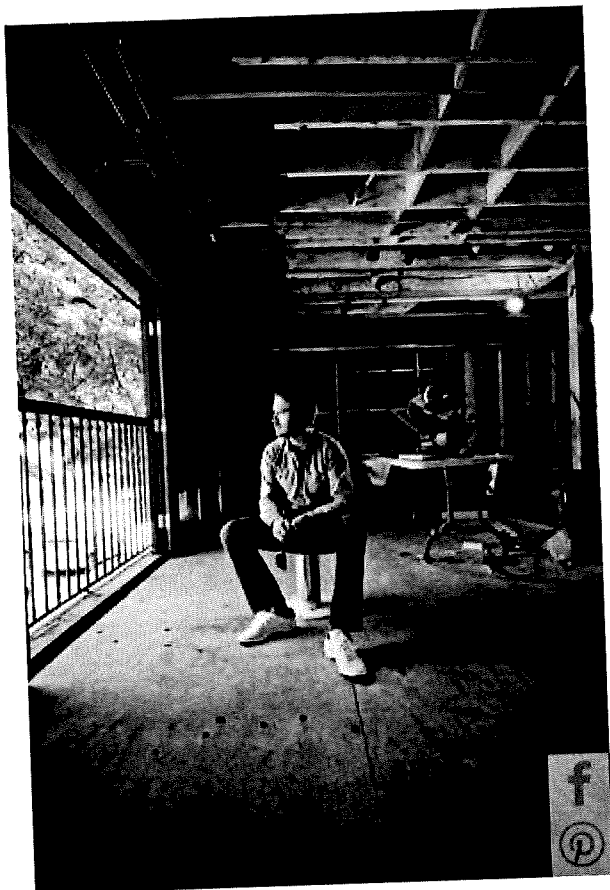


Image: Paul Joseph

Fans say Donnelly adds safety and style when he takes over a property. Critics, however, think he transforms unique neighbourhood watering holes (such as Bimini's, pictured here) into homogenous high-ball dispensers.

your mickey was tucked under the tablecloth. Or in the Chinese restaurants where customers put their booze in a teapot.

Liquor reform often takes place at a pace that approximates geological time, as vested interests spout portents of an apocalypse and donate heavily to the political parties that might protect them from sensible changes. Hotels resisted pubs, and pubs in turn resisted looser restaurant rules. But when changes do arrive, shifts can be seismic.

### Donnelly Group expansion

Two years after Donnelly acquired Bimini's, he bought the Foghorn restaurant from the Granville Entertainment Group, owners of the lucrative Roxy nightclub, and gave it a makeover, reopening it as the barlike Granville Room. People were flocking to hip new restaurants that felt like bars, and many operators, including Donnelly, allowed more than just a few patrons to drink without buying food. Donnelly says the city closed

the Granville Room "five or six" times for licence violations, and he figures that in addition to lost revenue he paid about \$10,000 in fines. Which makes it easy for him to define his smartest management decision: "getting involved in liquor primary licences."

As his company grew through one acquisition after another, Donnelly focused on atmosphere (contemporary design), food quality (Ocean Wise-certified seafood), liquor selection (craft beers, hip cocktails), service (free drinks at 5 p.m., with some restrictions) and price (the Metropole has \$2 appetizers). That helped his businesses compete with the restaurants that were becoming neighbourhood watering holes. Donnelly travels frequently with senior staff to clubs and bars around the world, and the biggest revelation for him came in London. "You'd walk into a 300-

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year-old pub, and some kids, some hipsters, had taken it over and made it cool. There was an element of design, there was good music, and they had decent food." He saw what they had done and he brought the lessons home.

Donnelly also knows that nothing of substance is built by just one person. At first, before banks warmed to him, owners of some businesses he bought stayed on as minority partners. Last year, he hired British-trained chef Michael Knowlson, who had worked locally at Bacchus and Sequoia, as the group's executive chef. Since then he's called on French Laundry-trained cook Robert Belcham, the man behind Fuel and Campagnolo, as a consultant.



*The Lamplighter*

Donnelly is also attentive to the communities he operates in – 15 per cent of Donnelly Group profits support community and family services through a foundation run by his mother, Pattie.

While Donnelly respects and develops the individual character and clientele of his establishments, he does brand them collectively. It's a subject of much internal debate, but in the end, he says, "we believe our customers have a loyalty to our product and will try our locations in different neighbourhoods." The branding usually includes slick black-on-black design that Donnelly often developed himself, back when he had the time. When the similarities obscure the differences, some people are bound to take issue. Bob Burrows, who for a quarter century booked the music and did "whatever else was necessary" at the Town Pump, Sonar and Richard's on Richards, is one.

Over a morning coffee in an empty downtown bar, Burrows rattles through the names of this city's legendary nightspots: show clubs like the Cave and the Penthouse from the 1950s; hippie hangouts like the Bunkhouse and the Elegant Parlour in the 1960s; rock cabarets such as Pharoah's, Rohan's and the Body Shop in the 1970s; alternative live music venues like the Railway Club and the Pump in the 1980s. "All those clubs had one thing in common," he says: "They had independent operators." Of Donnelly's clubs and bars, he says: "I never go into them for the same reason I never go into Milestones."

In fact, part of Donnelly's success is that he sees such mid-market casual dining chains – and Vancouver is a bit of a hub for the phenomenon – as an important competitor. "Earls, Joey's, Cactus Club – on the one hand they're getting very generic," allows Donnelly. "On the other hand, I've grown up with them, and they've grown, and I actually appreciate their success.

Frankly, they're very good at what they do, and they raise our levels."

[pagebreak]



*Cinema Lounge*

Veteran nightclub operator John Teti, whose first cabaret was Hogan's Alley back in 1970, and who with Roger Gibson developed Richard's and the Shark Clubs, respects the way Donnelly has positioned himself. "Management is a very difficult, specialized field," he says. While there are large chains in Britain where, as Donnelly's colleague Reid Ogdon observes, a group of 175 properties might buy a group of 30, in North America, Donnelly's loosely branded group of bars, lounges and

nightclubs is much more of an exception. Teti ventures that building a loosely linked chain of drinking joints in one city is new territory.

Donnelly also sees his approach as unique in North America. He says he knows of no company that has branded a group of venues that includes restaurants, pubs, bars and nightclubs. Perhaps, he figures, idiosyncratic local liquor licensing keeps clubs and bars from becoming chains in the manner of restaurants. In any event, he makes no apologies for rewriting the rules on how things are done in the club-and-pub business. "We know who we are. We're not a corporate culture. We want to grow that way, but first and foremost we're bar guys. We stick to what we're interested in."

In fact, even Burrows's beef isn't really with Donnelly so much as with how the nightclub business has changed. Once, a nightclub like the Pump or Richard's (which Burrows describes as having been "held together with gum") could thrive by putting the right musicians on the right stage at the right time. Now, he believes no one could open a strictly live-music venue: "You can't do just one thing anymore."

### Vancouver live-music venues

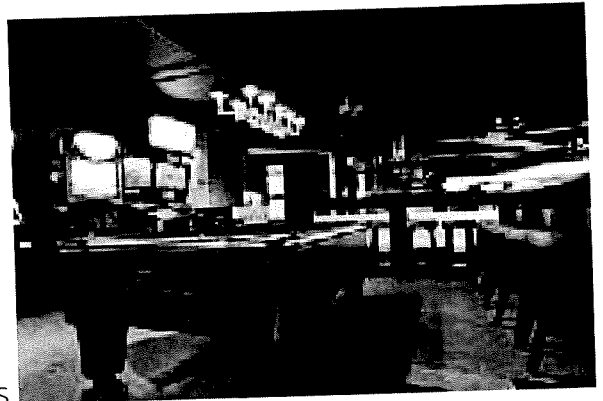
The folks at the live-music-driven Rickshaw and Biltmore are trying to prove Burrows wrong, but there's no disputing that in little more than a decade the landscape has changed dramatically. Vancouver's once-independent but still-venerable Commodore Ballroom, for example, is now owned by Live Nation, a U.S.-based company that reported more than \$5 billion in revenue for



2010. DJs have undercut the audience for bands, and live music in general is increasingly fragmented. Casinos have taken many bankable live acts to suburban theatres.

Then there's Donnelly's chain. While all this evolution and consolidation may offend the music-first sensibilities of both old-school nightclub operators, or taste-making new independent entrepreneurs operating on the margins, or grouchy Donnelly customers posting online reviews on Yelp, it's pretty hard to dismiss Donnelly's hometown success.

Music remains a big part of that success. In the three-room Republic on a Sunday night, the band Retrofit is playing on the main floor and there's a DJ upstairs. Donnelly has just hired ace former Biltmore talent booker Aaron Schubert. But music is not the money-making part of the Donnelly Group. "We love to do live," Donnelly says. "We lose money almost every single time. The people that come to live shows don't spend money. But we hope the crowd that comes in likes our place and comes back."



*Library Square*

Burrows is skeptical about the prospects for such repeat business, but one thing that he and Donnelly do clearly agree on is the change for the better in nightclub security in Vancouver. Donnelly describes Gastown at the time of the Loft Six tragedy as "the Wild West." Teti says, "it was ugly all over." Burrows adds, "Something bad was going to happen." Experienced staff helped clubs like the Pump and Richard's stay out of serious trouble, but it's never easy to say "no" to a guy who might have a gun. "The onus," recalls Burrows, "was on the bar owner – your \$15-an-hour doorman risking his life."

Teti, a charter member of Bar Watch, a Vancouver program aimed at keeping gang members out of nightclubs, says Donnelly helped reinvigorate the nightclub organization's downtown security initiative, as did fears Vancouver city council might roll back the closing time to 2 a.m. from 4 a.m. Today, on any given night getting inside Republic, a Bar Watch member club, is a lot like boarding an airplane. Searches are thorough, ID is scanned to determine if the patron is flagged in a police database and police can enter and remove those customers, prompting some high dudgeon among privacy rights advocates. But gang members are now sufficiently put off that they don't often show up. Donnelly still laments that it's prohibition – of marijuana instead of alcohol – that makes the drug trade so lucrative and gangs so ornery, but that's a bigger battle. "Our clubs, the Bar Watch clubs, knock on wood," says Donnelly, "are the safest clubs in North America."

All of which gives an ambitious entrepreneur leave to look outward. Donnelly projects revenue at \$35 million this year and \$40 million next. He figures his debt – the banks have been good to him – is less than 20 per cent of his equity, although he admits that’s an elusive number. “I guess if somebody made me an offer I’d know. But to be honest, we’re not selling.” Just growing. He’d like to create a boutique hotel in Vancouver, which sorely needs a few. He thinks there may be room for the Donnelly bar brand in markets like Seattle and Los Angeles.

Which means he gets to go to these places, to see the world’s great bars, and figure out where his might fit. “We’re interested in music, and were interested in travel, we’re interested in bars. We drink a lot.” Donnelly pauses, and for a moment the compact, boyish entrepreneur looks even younger than his years. “My mom’s really going to like that.”

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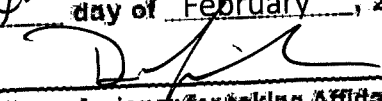
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This is Exhibit " B " referred to in the  
affidavit of Carvan Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Pechel  
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# **SURVIVING INFLATION: HALF OF RESTAURANTS ON THE BRINK OF FAILURE**

Submission for the 2024-25 Federal Budget

# OUR RECOMMENDATIONS

## Improving Small Business Affairs for Foodservice Businesses



Lower Federal Small Business Tax Rate from 9% to 8%



Index the Passive Investment Income Threshold to Inflation



Permanently Maintain Cap on Alcohol Excise Tax Escalator



Allow Restaurant Meals to be an Entirely Deductible Business Expense



Support Alignment on Recycling and Packaging Initiatives

## Creating Jobs and Streamlining Pathways to Employment



Create a New Temporary Foreign Worker Program Stream for the Food Sector



Create a Program for Food Service Workers to Become Permanent Residents



Expedite Implementation of the Trusted Employer Program



Provide a Temporary Reprieve on the Labour Market Information Assessment

# ABOUT RESTAURANTS CANADA

Restaurants Canada is a national, not-for-profit member-based trade association advancing the potential of Canada's diverse and dynamic foodservice industry through member programs, research, advocacy, resources, and events.

## SECTOR AT A GLANCE

Restaurants and the many small and medium-sized businesses that make up the Canadian foodservice sector are critical pillars of our culture, economy, labor market. They are key drivers within their local communities, while contributing \$100 billion annually to the Canadian economy.

## WE ARE:

- **More than 1.1 million employees** from coast to coast to coast
- Canada's **fourth-largest** employer
- **The number one source** of first-time jobs for youth
- **Inclusive** - 58% of the foodservice workforce are women
- **Diverse** - 31% of restaurant owners belong to visible minority groups
- **The largest employer** of immigrants and newcomers to Canada
- **An economic driver** - contributing \$3 billion annually to tourism

Our sector was disproportionately hard-hit by the pandemic and continues to face lingering impacts that will persist into 2024-25. Wages in our industry grew at the second-fastest rate between 2022 and 2023 (+9.9% for full-time workers compared to the industrial average of +4.9%).

# BACKGROUND

## Surviving Inflation: Half of all Restaurants are on the Brink of Failure

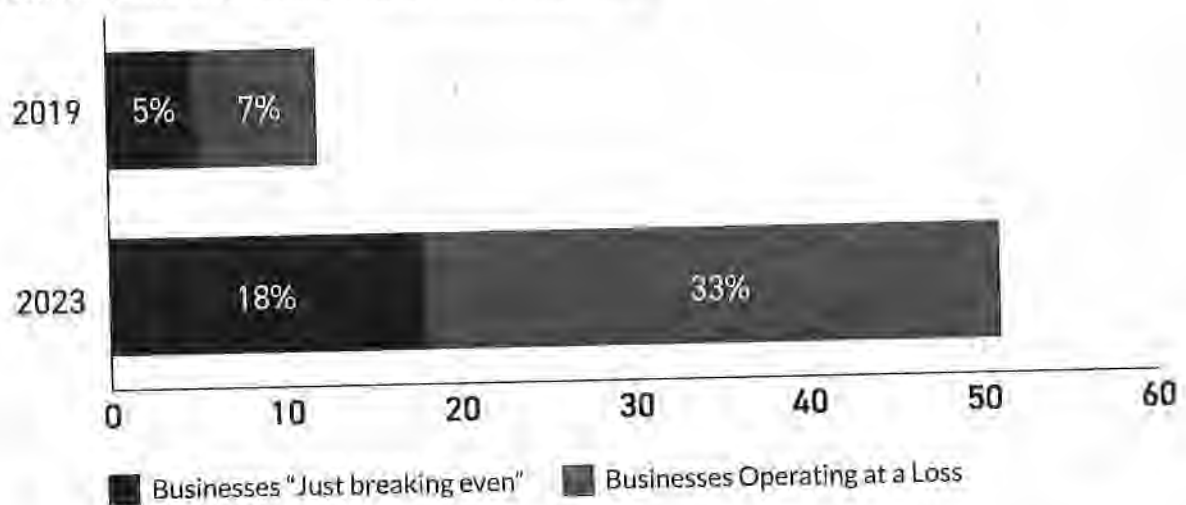
Canada's food-service sector is struggling. Industry-wide, the severity of challenges we face in 2023 rival the challenges we faced in 2020.

Restaurants are resilient, but the threats they face are severe. Half of restaurants and food service companies report operating at a loss or just breaking-even as food costs continue to grow. Urgent changes are needed to help restaurant businesses survive and thrive over the months ahead.

Urgent changes are needed to help restaurant businesses survive and thrive over the months ahead. Before the pandemic, only 7% of the industry was operating at a loss compared to 33% today, and only 5% reported "just breaking even" compared to 18% today. **Overall, 84% of restaurants report lower profitability today than in 2019.**

## OVER HALF OF RESTAURANTS ON THE BRINK OF FAILURE

Source: Restaurants Canada Outlook Survey (July 2023)



It is clear the pressures facing the industry - from food and transportation costs to debt and labor shortages - are severe. Budget 2024-25 is a critical opportunity to ensure our industry can move from survival to revival: continuing to employ 1.1 million Canadians, keeping businesses alive, driving the economy and feeding Canada's recovery.

“One-third of restaurants in Canada are operating at a loss due to the high costs of food, a lack of available labour, and new rules are making it harder every day to eke out a profit.”

**Kelly Higginson**

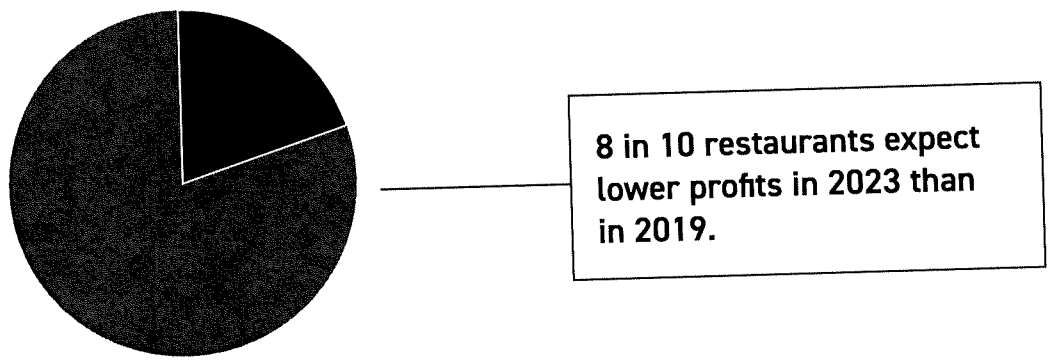
President and CEO, Restaurants Canada

## Improving Business Conditions for Foodservice Businesses

Four-in-ten Restaurants Canada members expect profit margins to be worse in 2023 than 2022. That should come as no surprise. Right now, 8-in-10 food service companies report lower profits in 2023 than 2019 and 70% of Canadians are visiting full-service restaurants less frequently. These statistics make clear the challenges facing the sector are not limited to pandemic recovery and will only worsen without increased support. Many small businesses' bottom lines have been further stretched as measures such as the Canada Emergency Business Account (CEBA) enter repayment.

## FINANCIAL PRESSURES WORSEN IN 2023

Source: Restaurants Canada Outlook Survey (July 2023)



With food and labor costs confounded by pre-existing financial pressures, rising operational expenses have further eroded narrow profit margins and led a record number of restaurants to close their doors. The sector saw 300 bankruptcies in the first 5 months of 2023 - an increase of 89% from the same period in 2022 compared to an average of 30% across other sectors. This is the fastest this number has been reached in over a decade; in contrast the same number was not reached until November of 2021 and August of 2022.

300 restaurants declared bankruptcy in the first 5 months of 2023, 89% more than in 2022.

Global inflation challenges are coupled with added expenses for produce and livestock businesses, wholesalers and distributors, retailers and restaurants brought about by the carbon tax. While recognizing the importance of reducing carbon emissions, we also believe measures supporting individuals and families, like tax refunds, do not make up for added costs throughout supply chains falling on our members. Relief is needed in other areas to make business conditions more favorable and ensure thousands of businesses can support the incomes of 1.2 million Canadians.

In the 2008-09 economic downturn, restaurants were hard-hit, with full-service restaurants taking 4 post-recession quarters to fully recover. Though the current economic context is also dire, the magnitude and length of recovery can be mediated by timely sector support.

# OUR RECOMMENDATIONS

## Lower Federal Small Business Tax Rate from 9% to 8%

With the razor-thin profit margins many restaurants faced pre-pandemic, exacerbated by added inflationary pressures, transportation taxes and business loan repayment, many restaurants have little to no capital to reinvest in their operations. Lowering the small business tax rate will allow them to pay off outstanding debt, invest in automation and energy saving equipment, expand employee benefits and invest in training and retention.

## Index Passive Investment Income Threshold to Inflation

In 2018, the federal budget set limits on the amount of passive income that can be kept in a business before higher taxes kick in at \$50,000. This limit has not increased since 2019, even as inflation has increased by 15.4% in the same time. This has limited the capacity for food service businesses to invest in growing their operations. Indexing the passive investment threshold to inflation will encourage restaurateurs to make investments in technology, sustainability and benefits and professional development for their employees.

## Allow Restaurant Meals to be an Entirely Deductible Business Expense

Though the sector has rebounded somewhat since the sharp decreases in traffic over the course of the pandemic, continued work-from-home and hybrid work options have led to lingering effects. Allowing restaurant meals to be a deductible business expense would further incentivize business owners and their employees to hold meetings or events in restaurants, which would further increase patronage and traffic for other businesses in downtown cores and community hubs across Canada.

## Permanently Maintain Cap on Alcohol Excise Tax Escalator

Alcohol excise duties in Canada are automatically indexed to inflation at the start of each fiscal year. In the context of current and unprecedented inflationary pressures, this was projected to equate to 6.3% for 2023, which would result in a \$750M hit to the food service – an average of \$36,000 per restaurant. However, the 2023 federal budget recognized the challenging inflationary context and capped annual excise tax increases to 2%. Though this measure was lauded across food and beverage industries, the cap is set to expire in April 2024. The removal of this vital measure would leave the sector vulnerable to unpredictable year-over-year increases in 2024-25 and beyond. We recommend keeping the alcohol excise duty at the 2% cap for the immediate future.



## Support Alignment on Recycling and Packaging Initiatives

Restaurants have been working to proactively meet evolving single-use packaging legislation in the transition to a circular economy. However, they require clear timelines, viable alternatives, and cross-sector consistency to do so.

The federal government can play a leadership role in helping the sector source viable, cost-effective alternatives to traditional plastic products. Similarly, there is a lack of jurisdictional harmonization when it comes to sustainability legislation, with many provinces and municipalities lacking a framework for best practices.

It is imperative that government work with provinces and territories to develop consistent guidelines that promote harmonization of packaging, labelling, and recycling legislation and support businesses adjusting to these changes. Doing so will help to ensure businesses operating in multiple jurisdictions are not unnecessarily duplicating overhead costs as they adapt to regionalized rules.

## Creating Jobs and Streamlining Pathways to Employment

Accounting for 1 of every 6 vacancies, the food service and accommodation sector has one of the highest vacancy rates of any Canadian industry with nearly 100,000 empty jobs. Staff shortages have limited restaurant capacity, driving many even further into debt as they struggle to recoup their bottom line.

Notably, the sector is also the largest employer of immigrants and newcomers to Canada. As such, the restaurant sector is uniquely positioned to support Canada in achieving its population growth targets through expanded immigration policies and programs, while helping small businesses from coast to coast to keep their lights on.

## Create a New Temporary Foreign Worker Program Stream for the Food Sector

One key mechanism to augment workforce capacity is the Temporary Foreign Worker Program (TFWP), which ensures employers can quickly bring in workers to fill short-term labor market gaps. However, program capacity is limited, and it does not include food-sector specific streams despite the industry's unique needs and historic vacancies.

One model of a sector specific TFWP stream is in the agriculture industry. To be eligible for the Agriculture Stream, employers must be hiring for production in specific commodity sectors with activity that relates to on-farm primary agriculture. Creation of a similar model in the food services industry would address key and sector-specific labour demands.

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We recommend that this new food-service-specific stream include the following features:

- Employers submitting an LMIA application who are experiencing long term vacancies may request an employment duration of 2 years, as opposed to the standard 1 year (available in the Agricultural Stream, as well as the meat processing pilot project).
- Employers submitting an LMIA application for a high wage position may request an employment duration of up to 3 years (available in the Agricultural Stream).
- Make permanent the measure allowing food service to hire up to 30% of the workforce through TFWP for low-wage positions.
- Enable companies with several restaurants or franchises to file a single labor market impact assessment (LMIA) application for up to 20 workers in up to 10 restaurants.
- Waive fees for a single restaurant owner with a profit margin of less than 10%.

### Create a Sectoral Program for Food Service Workers to Become Permanent Residents

As Canada seeks to achieve ambitious population growth targets in coming years, Temporary Foreign Workers (TFWs) are an important group to consider, having familiarity with the Canadian landscape and having relevant Canadian work experience. We recommend the creation of a new pathway for TFWs in food service to obtain permanent residence similar to the Agri-Food Immigration pilot (engages up to 2750 workers annually).

### Expedite Implementation of the Trusted Employer Program

Budget 2022 invested \$29.3 million over three years to introduce a Trusted Employer Model that reduces red tape for employers meeting the highest standards of living and working conditions. In June 2023, the Standing Committee on Agriculture and Agri-Food released its Grocery Affordability Report which included a recommendation that the Government expedite the implementation timeline for the Trusted Employer Program.

Accelerating implementation of the program ahead of the 2025 deadline would be a significant and meaningful step towards relieving current administrative burdens, addressing pressing labor shortages, and strengthening the sector.

## Provide a Temporary Reprieve on the Labour Market Information Assessment

With nearly 100,000 job vacancies across the restaurant sector, many employers are turning to foreign workers to fill growing labour shortages. When undertaking the process of hiring foreign workers, employers must first complete a Labour Market Information Assessment (LMIA), which confirms the need to hire a foreign worker while also highlighting the lack of domestic workers to fill the role. The prospective foreign worker is unable to apply for a work permit until their employer's LMIA application is approved.

Against a backdrop of historic job vacancies, the LMIA only contributes to red tape and makes it more challenging for employers to acquire the staff necessary to keep their operations running. As such, we recommend that the LMIA requirement be waived for employers in the restaurant industry for a period of six months, allowing them to address critical upfront labour shortages while seeking out ways to sustainably augment capacity in the long term.



**Restaurants  
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This is Exhibit " C " referred to in the  
affidavit of Carvan Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24



A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



## REPORT

Report Date: December 14, 2022  
Contact: Theresa O'Donnell  
Contact No.: 604.873.8434  
RTS No.: 15410  
VanRIMS No.: 08-2000-20  
Meeting Date: January 18, 2023

TO: Standing Committee on Policy and Strategic Priorities  
FROM: General Manager of Planning, Urban Design and Sustainability  
SUBJECT: Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies

### RECOMMENDATION

- A. THAT Council approve the preparation of a *Granville Street Planning Program* in accordance with the Terms of Reference outlined in Appendix A.
- B. THAT Council approve the Granville Street Interim Rezoning Policy, as attached in Appendix B, to establish the conditions under which new rezoning enquiries and applications will be considered while the planning process is underway.
- C. THAT Council approve amendments to the Development Contribution Expectations Policy in Areas Undergoing Community Planning, generally as attached in Appendix C, to manage potential land value speculation in the area around Granville Street during the planning process.

### REPORT SUMMARY

This report recommends the preparation of the *Granville Street Planning Program*, with the objective of developing a new vision for Granville Street and the Granville Entertainment District (GED) that will help to re-establish Granville as an exciting, welcoming, safe and inclusive downtown destination. The proposed planning program focuses on supporting economic stimulus and cultural revitalization for the area, including new opportunities related to entertainment and live performance, dining and tourism, retail and office space, and limited rental and below market rental housing opportunities in appropriate locations, while balancing the need to preserve the area's unique heritage character. It will also consider public realm improvements, while leveraging its function as a pedestrian priority high street and transit hub.

The proposed planning program includes a comprehensive review of land use and zoning, development and design guidelines, and heritage policies. Outdated policies will be rescinded and/or replaced. This planning program will also explore the merits of potential economic, heritage, and cultural benefits of recent rezoning enquiries and bring forward the necessary consequential amendments to bylaws or policies, in accordance with the recommendations from the Granville Street Planning Program. It will also identify opportunities for public realm and transportation improvements, and outline actions that support the City's arts and culture priorities, including support for a vibrant night time economy and celebrating the culture of the x̱w̱məθḵw̱əy̱əm, Sḵwx̱w̱ú7mesh, and səliiw̱ətaʔ host nations.

This is in alignment with recent direction from Council:

On February 9, 2021, Council approved a recommendation to

THAT, as part of efforts to advance and implement the Vancouver Plan, Council direct staff to report back to Council in 2021 with a draft scope of work and budget for a future planning program for Granville Street Downtown to build a vision for the future of the area, and review and update relevant regulation and policy.

FURTHER THAT staff consider any quick start actions or initiatives including development proposals that would support economic stimulus and cultural revitalization for the area.

On July 19, 2022, Council approved a recommendation to

THAT Council direct staff to explore the potential economic, heritage, and cultural benefits of the rezoning application outlined in the Report dated June 21, 2022, entitled "Policy and Directions – Application for Rezoning at 800-876 Granville Street" and bring forward a referral report with the necessary consequential amendments to bylaws or policies.

The Terms of Reference further detail the key objectives to be addressed through the planning program, and outline a scope of work and project timeline (see Appendix A).

As with other recent planning programs, an Interim Rezoning Policy (see Appendix B) and a Development Contribution Expectation Policy (see Appendix C) are proposed to help limit land speculation and establish the conditions under which new rezoning applications could be considered while the area planning process is underway.

Staff will coordinate with other City-led projects related to Granville Street, including the Flexible Liquor Licencing Review and the Granville Connector (Granville Bridge improvements), and support public realm activations like Granville Street Promenade. The Granville Street Planning Program also allows the City to implement goals embodied in local and city-wide policies.

### **COUNCIL AUTHORITY/PREVIOUS DECISIONS**

- Vancouver UNDRIP Strategy (2022)
- Vancouver Plan (2022)
- Downtown Official Development Plan (1975, last amended 2020)
- Granville Street Promenade motion (2020)

- Downtown Public Space Strategy – Places for People (2020)
- Employment Lands and Economy Review Phase 2 Report (2020)
- Heritage Policies (2020)
- Single Room Accommodation (SRA) Bylaw (2020)
- Culture | Shift (2019)
- Vancouver Music Strategy (2019)
- Making Space for Arts and Culture (2019)
- Sign Bylaw (2019)
- Interim Hotel Development Policy (2018)
- Housing Vancouver Strategy (2017)
- Transportation 2040 (2011)
- Design Handbook for Building Frontages on Granville Street (1997)
- Granville Street Design Guidelines (Downtown South) (1991)

### ***CITY MANAGER'S/GENERAL MANAGER'S COMMENTS***

The City Manager recommends approval of the foregoing.

### ***REPORT***

#### ***Background/Context***

This report responds to previous Council motions and provides recommendations to initiate a planning program for Granville Street to build a vision for the future of the area, and review, update and consolidate relevant regulations and policies, and rescind policy documents that are out of date and no longer effective in meeting the Council goals of fostering a vibrant entertainment district and main street destination for culture and events that supports a unique local economy and is safe and welcoming to all.

#### ***Granville Street Study Area***

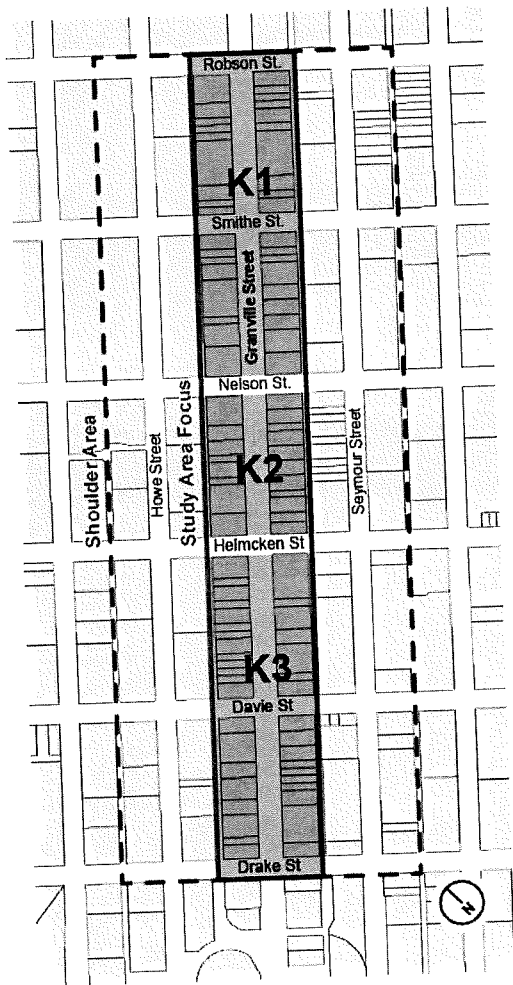
The planning program will focus on Granville Street between Drake Street and Robson Street, up to the laneways (identified as Areas K1, K2 and K3 in the DODP). It will also consider limited opportunities in the “shoulder areas” located on Seymour Street and Howe Street (see Figure 1.0), as well as consideration of Granville Street’s connection to the Central Business District and Waterfront Station, Granville Loops and Downtown South, and the Granville Bridge and Granville Connector project (see Figure 2.0).

#### ***Granville Street Context***

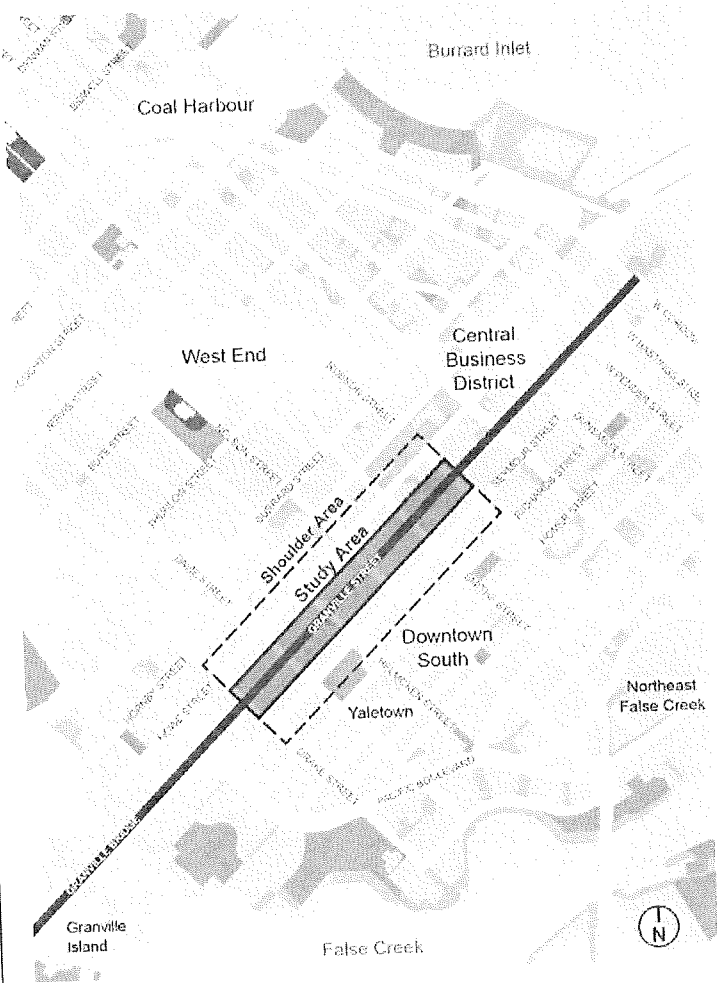
Located in the heart of downtown Vancouver, Granville Street is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh Nations. Many of the current buildings that line Granville Street were built shortly after Vancouver’s incorporation and make up one of the largest clusters of historically-significant buildings in the city. These buildings create a “human scale” high-street experience within the densely populated downtown. Also known for the large neon signs that once lined the street, Granville is home to Vancouver’s long standing “entertainment district” that early on was a vaudeville hub (including an opera house), and then later home to film, live performances, music and nightclubs.



The City-owned Orpheum Theatre, one of Vancouver's oldest landmarks, has long been one of the anchors of Granville's "Theatre Row". Established in 1927, the Orpheum has entertained audiences first as a vaudeville hall, then a movie theatre, and now a venue for live performance. Commodore Ballroom is also a Vancouver icon and hosts a variety of music and live shows. Granville Street continues to be a popular entertainment destination with a wide array of retail, restaurants, hotels, live performance venues, nightclubs and cultural spaces.



**Figure 1.0 Granville Street Planning Program Study Area**



**Figure 2.0 Granville Street Study Area: Downtown Context and Neighbourhoods**

The highest concentration of Single Room Occupancy Hotels outside of the Downtown Eastside is located along the downtown section of Granville Street. There are eight Single Room Accommodation (SRA) buildings containing roughly 570 rooms within the study area, as well a variety of social and supportive housing projects owned by the City of Vancouver and the Provincial Government. The City continues to work with senior levels of government to address the replacement and rehabilitation of SRO housing and develop new social and supportive housing.

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Granville Street is also one of the region’s busiest transit corridors, where city-wide routes converge with direct connections to Downtown Vancouver’s employment and retail centres, and intersects with several other prominent streets, including Georgia, Robson, and Davie. The introduction of the Canada Line and corresponding public realm improvements ahead of the 2010 Winter Olympics were the most recent City-led interventions along this section of Granville Street. However, the design of the street provides limited sidewalk space, and there is a desire for expanded patios, as well as Council direction to enhance the pedestrian experience and public realm design of the Granville as part of the Downtown Loop.

Today, Granville Street is challenged by a lack of daytime activity, vacant storefronts, safety and public disorder concerns, violence related to public intoxication, and rising concerns about people experiencing homelessness. The COVID-19 pandemic has only exacerbated many of these issues, creating a significant strain on local businesses and nearby residents. This has contributed to an overall negative perception of Granville Street, as highlighted in local media and public feedback from recent City-led engagement.

There has been growing interest from businesses, residents, property owners and other stakeholders to bring forward new ideas and a new approach that would help reinvigorate the area. The City has been working with community partners to elevate and better coordinate its approach to Granville Street, and to establish a new comprehensive vision for the area that balances the different needs and aspirations for those who work, live, perform, visit and enjoy Granville Street.

### **Strategic Analysis**

This section of the report highlights key features of the appendices: the Terms of Reference, Interim Policies and DCE Policy amendments.

#### Terms of Reference

The Terms of Reference include a study area boundary, key policy considerations, anticipated deliverables, phases, and initial engagement considerations. The Terms of Reference are included as Appendix A.

In developing the key policy considerations for the planning program, Staff have incorporated feedback from recent and ongoing City-led initiatives in the area, including the Granville Connector (i.e. Granville Bridge pedestrian improvements and seismic upgrades), the Downtown Public Space Strategy, Granville Loops, and related rezoning and policy enquiries. Staff have also considered recent studies produced by Downtown Van (BIA), including the *Granville Street Reimagining* report.

Key policy considerations for the planning program include:

- **Re-establish Granville as a premier destination for all:** Position Granville Street and the Granville Entertainment District as a leading destination for locals and visitors, with a diversity of attractions and public life offering for all people, including the most vulnerable groups and individuals.
- **Prioritize reconciliation and equity:** Prioritize and support self determined x̣ẉṃə̣θ̣ḳẉə̣ỵəm, Sḳẉx̣ẉú7mesh, sə̣ḷiḷẉə̣ṭə̣ł naming, culture and visibility throughout the area and public realm. Enhance the character of Granville Street through place-making

- features that highlight the different histories, culture and connections to the surrounding neighbourhoods.
- **Keep culture at the heart of the street:** Strengthen Granville Street's important role as an arts, entertainment, music and live performance hub by retaining, improving and expanding cultural spaces.
  - **Expand day and nighttime activity:** Broaden the invitation to Granville Street to a greater variety of people by introducing new daytime activities and expanding nighttime offerings. Explore enhanced amenities and services to increase safety and comfort, and make Granville more vibrant while stimulating the nighttime economy.
  - **Preserve the defining high street character:** Preserve the distinctive heritage character of Granville Street, through retention, rehabilitation and adaptive reuse of historic buildings, and celebrate its intangible heritage (uses, stories, people, etc.).
  - **Grow and diversify Granville's unique economic activity:** Expand the area's economic role by intensifying culture, retail, tourism and office sector employment, as well as building on the success of local businesses and recent initiatives including the Granville Street Promenade program.
  - **Reinforce Granville as a people-first street:** Make Granville Street a public space that prioritizes people – walking, stopping, gathering, and celebrating – by connecting placemaking, public realm experience, quality of life, equity, safety and improve accessibility for all.
  - **Improve access to transit:** Improve access to transit on Granville Street and explore opportunities for buses to travel more reliably and efficiently.
  - **Define the role of housing:** Create new affordable housing opportunities in appropriate locations to support a more vibrant area. Define the role of SROs, social and supportive housing. Continue to work with senior levels of government to address the replacement and rehabilitation of SRO housing, and support long term housing solutions.
  - **Integrate green building and preserve access to sunlight and views:** Protect access to sunlight along the street, preserve pedestrian-level views to the mountains and explore opportunities to add Indigenous natural features and tree canopy, and prioritize green building.

The *key deliverables* for the planning program include a new vision for the area, updated zoning – including necessary amendments to the DODP – design guidelines, heritage conservation approaches, and new rezoning regulation with directions on public benefits priorities. The planning program will also identify opportunities for public realm improvements, and outline actions to support the retention and improvements to existing legacy arts and cultural spaces and uses, while fostering a vibrant night time economy. A complete list of deliverables is included in Appendix A.

Contingent on Council endorsement of the Terms of Reference, staff would begin public engagement on the Granville Street Planning Program Q1 2023. The Terms of Reference

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outlines an equitable engagement approach that will balance the different needs and aspirations for Granville Street, with a focus on equity in both the planning process and its outcomes.

### Interim Rezoning Policy

To address potential conflicts between the planning process and speculative rezoning applications, staff propose an Interim Rezoning Policy to limit new rezoning enquiries, policy enquiries, or rezoning applications within the planning program study area. An exception will be made for active rezoning applications, which will be considered concurrently with the planning program. The policy is included as Appendix B.

### Development Contribution Expectations Policy

A Development Contribution Expectation Policy (DCE) is identified at the beginning of a planning process in order to set early expectations for development contributions, allowing landowners to factor in the potential costs of providing required amenities and infrastructure when rezoning occurs in the future. It is not intended to convey any certainty about heights, densities, and uses that will be permitted when planning is completed. After the planning process is complete, if Council chooses to the DCE Policy will be rescinded and replaced with public benefit directions that reflect actual densities, mix of uses, and amenity and infrastructure needs and costs related to proposed development policies and guidelines.

Granville Street Planning Program will focus on opportunities for employment (e.g. culture, office and retail space), tourism (hotel space) and cultural uses. Limited rental housing opportunities will be explored in the K3 area identified in the DODP, which will be considered for modest increases in rental housing along with below-market requirements. Protecting and intensifying employment use in the Downtown remains a priority for the City. Proposed amendments to the Development Contribution Expectations Policy are included as Appendix C.

### **Financial Implications**

The PDS staff team, Engineering team and ACCS team dedicated to the Granville Street planning program, as well as the consultancy and study costs (anticipated to collectively range ~\$300,000 for the duration of the entire planning program -18 months), will be funded from the 2023 current state operating budget (subject to Council approval of the final 2023 operating budget).

Budget needs beyond the 18 months will need to be considered as part of future operating budget processes for the departments and approved by Council at the conclusion of the planning phase.

### **Environmental Implications**

Fostering a successful, vibrant Granville Street will enhance the walkability of the downtown and transit use, and improving connections to the active transportation network, including the Granville Connector project. This will further reinforce sustainable transportation modes as the preferred ways of getting around the downtown, which will reduce GHG emissions, increase health, and have a positive effect on the environment.

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## **CONCLUSION**

Advancing the Granville Street Planning Program presents a significant opportunity to address a number of Council objectives, including protecting and strengthening job space, expanding tourism, commitments to Reconciliation and supporting arts and culture in Vancouver, including a vibrant night time economy. A new vision for Granville Street will provide necessary direction on land use, development guidelines, cultural and heritage preservation and supports, and public realm and transportation improvements.

Interim policies are needed to manage speculation and limit redevelopment until the planning process is complete. Confirming the Terms of Reference will clarify the scope of the project. Should Council approve the Terms of Reference, staff will initiate public engagement for the area plan.

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# Granville Street Planning Program

## Terms of Reference

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### Introduction and Purpose of the Terms of Reference

This document sets out the Terms of Reference (TOR) for the Granville Street Planning Program. The TOR outlines the geography of the planning area, highlights some of the unique opportunities and challenges that will be considered, outlines the deliverables and project timeline, and provides some initial engagement considerations.

### Location and Study Area Boundary

The planning program will focus on Granville Street between Drake Street and Robson Street, up to the laneways – identified as Areas K1, K2 and K3 in the Downtown Official Development Plan (DODP). It will also consider limited opportunities in the “shoulder areas” located on Seymour Street and Howe Street (see Figure 1.0).

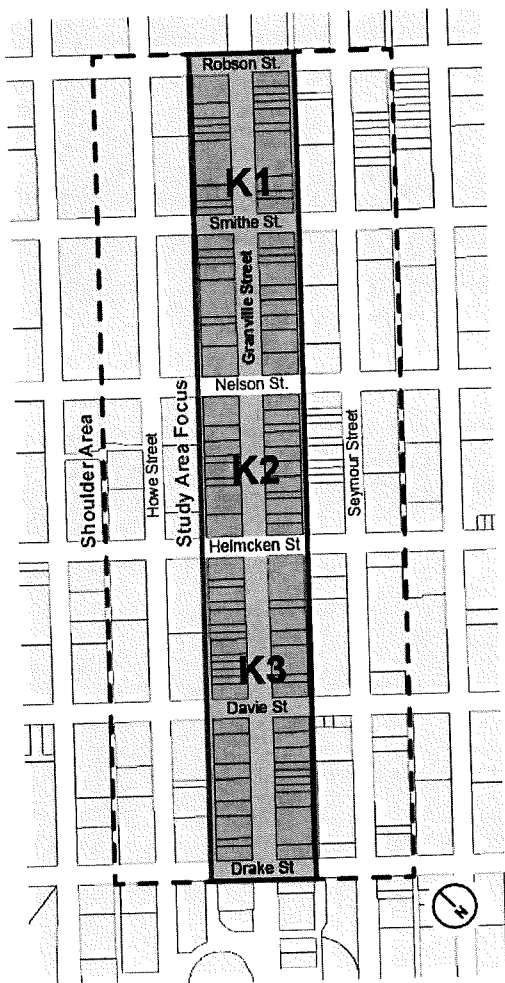


Figure 1.0 – Granville Street Planning Program Study Area



## Key Policy Considerations

Key policy considerations for the planning program include:

- **REVITALIZE – Re-establish Granville as a premier destination for all:** Position Granville Street and the Granville Entertainment District as a leading destination for locals and visitors, with a diversity of attractions and public life offering for all people, including the most vulnerable groups and individuals.
- **RECONCILIATION, EQUITY AND ACCESS – Prioritize Reconciliation and Equity:** Prioritize and support self-determined *xʷməθkʷəy̓əm*, *Skwxwú7mesh*, *səlilwətał* naming, culture and visibility throughout the area and public realm. Enhance the character of Granville Street through place-making features that highlight the different histories, culture and connections to the surrounding neighbourhoods.

In October 2022, Council adopted the City of Vancouver's United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) Strategy. The Strategy outlines 79 calls-to-action, including specific actions related to culture, tourism, economic development, and public space and public art that will inform the Granville Planning Program (e.g. UNDRIP Call to Action 1.3.a; 1.8.a; 1.8.b; and 1.8.c).

- **ARTS and CULTURE – Keep arts and culture at the heart of the street:** Strengthen Granville Street's important role as an arts, entertainment, music and live performance hub by retaining, improving and expanding cultural spaces.

In September 2019, Council approved *Culture|Shift: Blanketing the City in Arts and Culture*, along with the integrated cultural infrastructure plan, *Making Space for Arts and Culture*. *Making Space for Arts and Culture* set a 10-year city-wide target of securing 800,000 sq. ft. of cultural space, including 400 units of social housing for artists, and priorities for artist studios and shared production and rehearsal space, and self-determined *xʷməθkʷəy̓əm* (Musqueam), *Skwxwú7mesh* (Squamish) and *səlilwətał* (TsleilWaututh) cultural space.

- **LAND USE and ACTIVITY – Expand day and nighttime activity:** Broaden the invitation to Granville Street to a greater variety of people by introducing new daytime activities and expanding nighttime offerings. Explore enhanced amenities and services to increase safety and comfort, and make Granville more vibrant while stimulating the nighttime economy.

The night hours represent a crucial time when social connection, economic activity, and creative expression can coalesce and thrive. Music and the broader range of nighttime activities along Granville Street pose both an opportunity, as well as unique transportation, safety, access, and regulatory challenges. Creating the conditions for a range of family-friendly, all ages, and adult-only cultural activities throughout the day can contribute to economic gains in retail, hospitality, and tourism sectors.

Both *Culture|Shift* and the Vancouver Music Strategy outline actions related to support the nighttime economy, including identifying connections and opportunities with creative industries and the relation between music, nightlife, and the nighttime economy. Work on expanding day and nighttime activity on Granville Street would align with and be informed by these directions.

- **HERITAGE – Preserve the unique high street character:** Preserve the unique heritage character of Granville Street, through retention, rehabilitation and adaptive reuse of historic buildings.

Granville Street features one of Vancouver's highest concentration of heritage buildings, including several hotels and theatres that were built shortly after the City's incorporation. These building and the large neon signs that line the street have come to characterize Granville Street, and their preservation has been codified in various City policies and by-laws, including the Vancouver Heritage Policies and Sign By-law.

The planning program will need to carefully and creatively consider the balance of the rehabilitation of heritage assets and retention of heritage uses (e.g. live performance), with opportunities for new development and reinvestment in the area.

- **EMPLOYMENT and HOTEL SPACE – Stimulate and diversify Granville's unique economic activity:** Expand the area's economic role by intensifying office, retail, tourism and cultural sector employment, as well as building on the success of local businesses and recent initiatives including the Granville Street Promenade program.

The Granville Street study area is located within Vancouver's downtown, and at the centre of the Metro Core. The Employment Lands & Economy Review (ELER) (2020) and the Vancouver Plan (2022), both highlight these areas for the intensification, enhancement, and expansion of job space to ensure that the necessary employment, office, hotel, cultural, and retail-commercial space is available to support a thriving local and regional economy. The ELER report also identified Granville Street as a specific "opportunity area" for further job space and hotel space intensification.

The *Interim Hotel Development Policy (2018)* reaffirms the importance of hotels and related meeting facilities to the city's economy, specifically in the downtown, because of the areas proximity to major convention facilities, major offices, the concentration of tourism destinations and regional economic importance. This policy provides direction to consider opportunities to increase the supply of hotel uses, during area planning processes.

Work on intensifying employment and hotel development would align with and be informed by the directions from the Employment Lands and Economy Review and the Interim Hotel Policy.

- **PUBLIC SPACE – Reinforce Granville as a people-first street:** Make Granville Street a public space that prioritizes people – walking, stopping, gathering, and celebrating – by prioritizing placemaking, public realm experience, quality of life, equity, accessibility and safety.

The Downtown Public Space Strategy (2020) identifies this portion of Granville Street as a key link of the Downtown Loop and recommends actions to improve the pedestrian and public realm experience of the street and surrounding area.

The Granville Promenade closed the street to motor vehicles to support a people-first pedestrian-friendly public space that built off of previous successes with events on

Granville. Staff will consider how the pilot could help inform future opportunities for the area and help the City move towards a more vibrant and people-focused street, as part of the proposed planning program for Granville Street.

A review of the Sign Bylaw for the area will help to identify other placemaking opportunities, including the allowance of more distinctive neon signage and the introduction of large displays at key intersections (e.g. Granville and Robson).

Further, the Downtown Public Space Strategy (2020) provides direction to design and maintain public space to ensure universal access, and highlights the need for easy access to universally accessible public restrooms in popular public spaces, such as Granville Street.

Work on improving public space, to prioritize people and improve the public realm experience on Granville Street, with consideration for quality of life, equity, accessibility and safety would align with and be informed by the directions from the Downtown Public Space Strategy and the Granville Promenade initiative.

- **TRANSIT – Improve access to transit:** Improve access to transit on Granville Street and explore opportunities for buses to travel more reliably and efficiently.

The Climate Emergency Action Plan (2020) set a sustainable transportation target that at least 80% of trips be made on foot, bike, or transit by 2030 in existing and emerging planning areas around rapid transit stations. Fostering a successful, vibrant Granville Street will enhance the walkability of the downtown and transit use. This will further reinforce sustainable transportation modes as the preferred ways of getting around the downtown, which will reduce GHG emissions, increase health, and have a positive effect on the environment.

- **HOUSING – Define the role of housing:** Create new housing opportunities in appropriate locations to support a more vibrant area, while protecting the existing stock of affordable housing.

Housing Vancouver (2017) identifies both the need to increase housing diversity in support of a growing city, while retaining the existing stock of older affordable housing for those who need it most.

The highest concentration of Single Room Occupancy Hotels outside of the Downtown Eastside is located along the downtown section of Granville Street. There are eight Single Room Accommodation (SRA) buildings containing roughly 570 rooms in the study area. Granville Street is also home to a variety of social and supportive housing projects owned by the City of Vancouver and the Provincial Government. The City will continue to work with senior levels of government to address the replacement and rehabilitation of SRO housing and develop new social and supportive housing. In addition, opportunities to increase housing diversity will be explored in the southern portion of Granville Street and the surrounding shoulder areas.

- **CLIMATE and ENVIRONMENT – Integrate green building and preserve access to sunlight and views:** Protect access to sunlight along the street, preserve pedestrian-

level views to the mountains and explore opportunities to add indigenous natural features and tree canopy, and prioritize green building.

The prioritization of green building aligns with the recently adopted Climate Emergency Action Plan to encourage development of new buildings with lower-carbon materials. Building with mass timber can reduce embodied carbon pollution by 25-45%, saving hundreds of tonnes of emissions per building.

As other priorities and emerge through the planning program, they will be incorporated into the development of related polices and directions.

**Rezoning During the Planning Process**

A separate Interim Rezoning Policy has been developed to determine the conditions under which rezonings can be considered while the broader area planning process is underway. The relationship to the Enhanced Rezoning for 800 Granville Street located within the study area is described below (if required\*).

**800 Granville Enhanced Rezoning (if required\*)**

In July 2022 Council directed staff to explore the potential economic, heritage, and cultural benefits of the rezoning application at 800-876 Granville Street, and develop the necessary consequential amendments to by-laws or policies. Staff have recommended an Enhanced Rezoning for this site, with the aim to evaluate the proposal in alignment with the City's priorities for the site, which is located within the planning program study area.

The rezoning application for 800-876 Granville Street will be processed concurrently with the Granville Street Planning Program, ensuring that details from the planning program are incorporated into the rezoning proposal as the site options are developed. The application is anticipated to include an 'enhanced' engagement process, which means there is an opportunity for policy development and deeper public engagement beyond that of a typical rezoning application. Staff and the applicant will work collaboratively to explore form of development options (i.e. massing, height and density) and this work will be publically available for review throughout the application process. The rezoning application will be considered by Council at a public hearing.

**Public Benefits**

In the context of area planning, most recent area plans have included a Public Benefits Strategy that sets priorities for future capital investments in public amenities and infrastructure. Public benefit considerations would consider both growth and those benefits for renewal that require capital funding. Because of the unique cultural role of Granville Street, and considering the small scale of the study area, the planning program will identify *public benefit directions* that support the overall vision for Granville Street.

Work will be undertaken to assess the public amenities and infrastructure required to support the Granville Street study area, with a particular focus on supporting the retention, rehabilitation and expansion of cultural and performance space, heritage conservation and public realm improvements within the study area. Public benefits in the Granville Street study area will be funded by a combination of city contributions, partner contributions and development contributions. Where possible, some public benefits will be achieved as in-kind contributions delivered through new development within the planning study area. Public benefit investments



will be considered and prioritized in relation to city-wide priorities, taking into consideration the City's fiscal capacity and core mandate.

To help limit land speculation during the development of the study plan and to set early expectations for developer contributions that will help support future amenities and infrastructure, a Development Cost Expectation Policy is being identified at the beginning of the planning process and will be recommended for Council approval, together with these TOR.

## Key Deliverables

The key deliverables of the planning program include:

- **Planning and Development Policies**
  - A new vision for the Granville Entertainment District and Granville Street study area (short and long term vision)
  - Updated zoning (within the DODP or new zones removed from DODP)
  - Updated design guidelines including heritage conservation approaches
  - New rezoning policy that will inform and enable rezoning projects
  - Directions on public benefit priorities
  
- **Arts and Culture Directions**
  - Directions to support arts, culture and the nighttime economy (that align with Council approved *Culture|Shift*, *Making Space for Arts and Culture* and the *Vancouver Music Strategy*) including:
    - Updated policies to support retention and improvements to existing legacy arts and cultural spaces and uses, including Civic Theatre improvements (e.g. the Orpheum) and local private performing arts venue retention and improvements that support viability (e.g. Commodore)
    - Updated policies that support new affordable accessible arts and cultural spaces including live performance, entertainment, productions and presentation space (including outdoor spaces)
    - Prioritize and support self determined *xʷməθkʷəy̓əm*, *Skwxwú7mesh*, *səlilwətał* naming, culture and visibility throughout the area and public realm.
    - New policies and actions to better support a vibrant night time economy
  
- **Public Realm and Transportation Directions**
  - Develop long term and interim street design concepts to prioritize:
    - Walking
    - Transit
    - Patios
    - Partner-led events and other programming/activations
  - Support for temporary road space reallocation and other measures, which would inform permanent public realm and transportation improvements

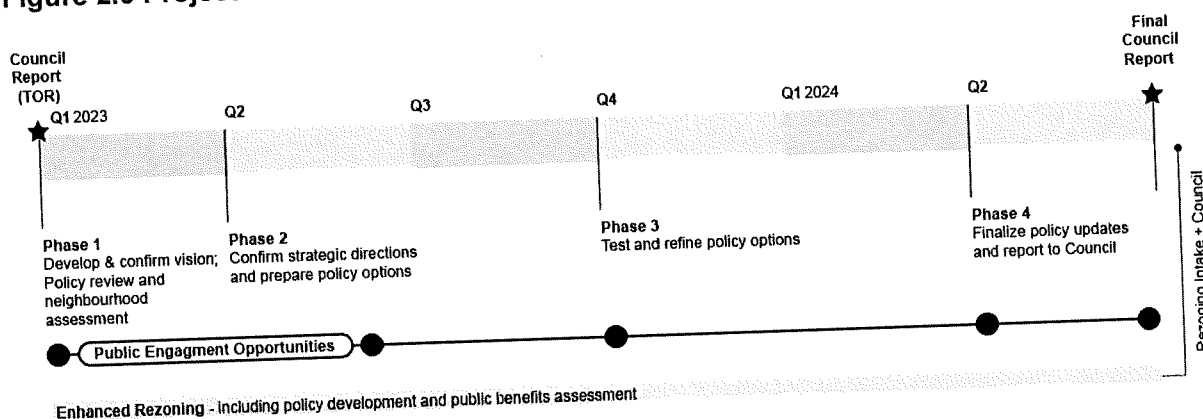
Implementation would require changes to existing policies and regulations, such as the Zoning and Development Bylaw to implement zoning changes, as well as update to existing development and design guidelines for the area. The planning program may also provide recommendations to update other related polices, including the Sign By-law.

### Phases and Timeline

Work will be completed over an approximately 18 month long period and will include the phases described below:

- Phase 1: Develop and confirm vision; initial policy review and neighbourhood assessment
- Phase 2: Confirm strategic directions and prepare policy options
- Phase 3: Test and refine policy options
- Phase 4: Finalize policy updates and report to Council

Figure 2.0 Project Timeline



Each phase will include public engagement and technical studies led by staff and consultants. A council liaison for the project would provide a point of contact for Council for key updates throughout the project timeline.

### Public Engagement Considerations

Public engagement and stakeholder feedback from recent City-led initiatives in the area, including the Granville Connector, Downtown Public Space Strategy, the Granville Promenade, the Granville Loops and other recent rezoning enquires and the as well as the work of Downtown Van (BIA), have helped to outline the specific opportunities and challenges for Granville Street. Considering this, the early phases of the Granville Street Planning Program, including key objectives and the development of a vision and early directions, will be informed by this recent engagement.

Staff will continue to engage extensively throughout the planning process, however input will be focused on drafting, refining, and finalizing policy directions.

Staff are committed to advancing reconciliation, equity, inclusion and anti-racism and will seek input from equity-denied groups and other groups traditionally not involved in the City's planning process. Staff anticipate engagement opportunities for local residents (owners and tenants), community groups, cultural and hospitality associations, businesses and landowners, and stewardship groups with an interest in Granville Street. Key public-facing communication materials will be translated into Simplified Chinese, Vietnamese and Tagalog, and resources will be allocated for interpretation services.



### **Amending the Terms of Reference**

Variations to the Terms of Reference, such as extending the project timeline, adding or removing studies and analysis or identifying additional issues and priorities should be anticipated. Council would be notified of such changes through presentations, briefings or memos as appropriate.

# Policy

## Granville Street Interim Rezoning Policy



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**Intent**

Generally, rezonings and policy enquiries will not be considered in the Granville Street study area while the Granville Street planning program is underway, in order to not pre-empt or divert the planning process with rezonings which set new directions or preclude options that could emerge during the process.

The policy below will govern any exceptions that allow consideration of applications for rezoning advice (enquiries), rezoning applications, and development applications with Heritage Revitalization Agreements, during the Granville Street planning program. Once adopted, the policy will apply until such time as it is rescinded by Council, and/or the Granville Street program is complete and related policies are approved by Council.

**Policies**

1. Applications may be considered where:
  - a. At the time of adoption of this policy, there is an active rezoning application; or
  - b. Where a recent application for rezoning advice has been received within one year prior to the approval of this policy and the applicant has received a written response stating that a rezoning application would be considered and the applicant has submitted a subsequent rezoning application within 180 days of the date of the letter of response.



Note: Amendments to Council-adopted policies will be prepared generally in accordance with the provisions listed below, subject to change and refinement prior to posting.

\*Proposed amendments per this current Council report are shown in red.

**DRAFT amendments to the Development Contribution Expectations Policy in Areas Undergoing Community Planning**

# Policy

## Development Contribution Expectations Policy in Areas Undergoing Community Planning

*Approved by Council on June 20, 2018*

*Last amended XX XX [Month Day, Year]*

## **Table of Contents**

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## Application and Intent

Development Contribution Expectations (DCE) policies in conjunction with interim rezoning policies are intended to limit land value speculation in areas undergoing community planning. These policies provide buyers and sellers of land in community planning areas with clarity regarding the City's priorities in community planning areas and expectations for contributions towards amenities and affordable housing as a result of community planning.

### Relationship to Community Amenity Contributions (CACs)

Area-specific CACs are calculated at the end of a planning process based on the projected growth in population and jobs that will result from the plan, the amenities needed to serve that growth, and the projected costs and funding sources available for the amenities.

DCEs are identified at the beginning of a community planning program based on City policy priorities for each area and the projected economic viability of alternative development scenarios.

Following the completion of a community planning program, DCEs are revisited to reflect the densities, mix of uses and amenity needs in the planning area. The DCEs are then updated and transferred into the Community Amenity Contributions Policy for Rezoning as CACs for the planning area.

For more information about the City's CAC policy visit:

<https://guidelines.vancouver.ca/policy-community-amenity-contributions-for-rezonings.pdf>

Note that the DCE policy does not reflect other required development contributions such as Development Cost Levies, Development Cost Charges, conditions of development and others.

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### Area-Specific DCE Policies

Area-specific DCE policies are shown in Tables 1 and 2 and include the following areas:

- The Broadway planning program (west of Vine Street) to be considered as part of future area planning or the City-wide planning process
- The Rupert and Renfrew area planning process
- The Granville Street Planning area planning process

Table 1a: Area Specific Priorities and DCE Policies

Community Planning Area	Sub-Area	Priorities and DCE Policies
Broadway Area West of Vine <sup>1</sup>	RM Zoning Districts	<p>Prioritize rental housing. Do not consider additional development rights for market strata residential.</p> <p>DCE for rental projects seeking additional density: maximize below market rental housing<sup>2</sup>.</p>
	RS and RT Zoning Districts	<p>TBD as part of future area planning or the City-wide Plan. Future requirements will reflect the City's priorities for:</p> <ul style="list-style-type: none"> <li>- Rental Housing</li> <li>- Amenities</li> <li>- Job Space</li> </ul>
	C-2, C2C, and C-2C1 fronting onto Broadway, generally between Larch Street and Alma Street, as well as where fronting onto West 10th Avenue generally between Alma Street and Tolmie Street.	<p>Prioritize job space and rental housing. Consider the potential for additional development rights for market strata residential in limited situations.</p> <p>DCE for rental projects seeking additional density: maximize below market rental housing<sup>2</sup>.</p> <p>DCE for projects seeking additional density for market strata residential; per Table 2 below.</p>
	Jericho lands	Excluded from this DCE Policy.

<sup>1</sup> Sub-areas and priorities included in Map A below.

<sup>2</sup> "Below market rental housing" refers to dwelling units where:

- the maximum starting rents and rents at unit turnover are at least 10% less than the average rents for all private rental apartment units, city-wide as published by the Canada Mortgage and Housing Corporation in the Rental Market Report in the previous calendar year; and
- the starting rent and turnover rent requirements are secured through a housing agreement.



Table 1b: Area Specific Priorities and DCE Policies (Continued)

Community Planning Area	Sub-Area	Priorities and DCE Policies
Rupert and Renfrew Area Planning <sup>1</sup>	Mixed Employment and Industrial Lands, with exception of sites identified as part of rezoning enquiry for 3200 East Broadway and 2625 Rupert Street	<p>Prioritize job space. Do not consider adding residential use.</p> <p>DCE for commercial-only projects seeking additional density as per CAC policy: <a href="https://guidelines.vancouver.ca/policy-community-amenity-contributions-for-rezonings.pdf">https://guidelines.vancouver.ca/policy-community-amenity-contributions-for-rezonings.pdf</a></p>
	C-1 and C-2	<p>Prioritize purpose-built market and below-market rental housing<sup>2</sup>.</p> <p>DCE for rental projects seeking additional density: maximize below market rental housing. For purpose-built rental not eligible for a CAC exemption, CACs would be negotiated on a case-by-case basis.</p> <p>In limited situations where potential for additional development rights for market strata residential are considered, the DCE targets per Table 2 below would apply.</p>
	RM	<p>Prioritize purpose-built market and below-market rental housing. Support the creation and renewal of non-market housing. Do not consider additional development rights for market strata residential.</p> <p>For purpose-built rental not eligible for a CAC exemption, CACs would be negotiated on a case-by-case basis.</p>
	CD-1 that is <u>outside</u> of the Employment Lands, with exception of Skeena Terrace site at 2298 Cassiar St	<p>Prioritize purpose-built market and below-market rental housing. Support the creation and renewal of non-market housing.</p> <p>For purpose-built rental not eligible for a CAC exemption, CACs would be negotiated on a case-by-case basis.</p> <p>In limited situations where potential for additional development rights for market strata residential are considered, CACs would be negotiated on a case-by-case basis.</p>
	RS and RT	<p>Prioritize purpose-built market and below-market rental housing. Support the creation and renewal of non-market housing.</p> <p>For purpose-built rental not eligible for a CAC exemption, CACs would be negotiated on a case-by-case basis.</p> <p>In situations where potential for additional development rights for market strata residential are considered, the DCE targets per Table 2 below would apply.</p>

<sup>1</sup> Sub-areas and priorities included in Map B below.

<sup>2</sup> "Below market rental housing" refers to dwelling units where:

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- (a) the maximum starting rents and rents at unit turnover are at least 10% less than the average rents for all private rental apartment units, city-wide as published by the Canada Mortgage and Housing Corporation in the Rental Market Report in the previous calendar year; and
- (b) the starting rent and turnover rent requirements are secured through a housing agreement.



Table 1c: Area Specific Priorities and DCE Policies (Continued)

Granville Street Planning Area <sup>1</sup>	K1 and K2 (Downtown Official Development Plan)	<p>Prioritize job space. Do not consider adding residential use.</p> <p>DCE for commercial-only projects seeking additional density as per CAC policy: <a href="http://vancouver.ca/files/cov/community-amenitycontributions-through-rezonings.pdf">http://vancouver.ca/files/cov/community-amenitycontributions-through-rezonings.pdf</a></p> <p>Where there is on-site heritage assets, alterations should seek retention of significant primary structural elements according to City's heritage policies. Where there is on-site cultural facilities, seek to retain/replace assets as appropriate.</p>
	K3 (Downtown Official Development Plan)	<p>Prioritize job space and rental housing.</p> <p>DCE for commercial-only projects seeking additional density: per CAC policy. <a href="http://vancouver.ca/files/cov/communityamenity-contributions-through-rezonings.pdf">http://vancouver.ca/files/cov/communityamenity-contributions-through-rezonings.pdf</a></p> <p>DCE for rental projects seeking additional density: CACs to be negotiated on a case by case basis with aim to maximize below market rental housing<sup>2</sup>.</p> <p>Where there is on-site heritage assets, alterations should seek retention of significant primary structural elements according to City's heritage policies. Where there is on-site cultural facilities, seek to retain/replace assets as appropriate.</p>

<sup>1</sup> Sub-areas and priorities included in Map C below.

<sup>2</sup> "Below market rental housing" refers to dwelling units where:

a) Starting rents by unit type will not exceed a rate that is 20 per cent less than the city-wide average rents for the City of Vancouver as published by CMHC.

b) After initial occupancy, rent escalation during a tenancy will be limited to the increases authorized by the Residential Tenancy Act.

c) Between tenancies, the rent may be re-indexed to the current CMHC average rent by unit type, applying the 20 per cent discount to city-wide average rents for the City of Vancouver as published by CMHC.





Table 2: Area Specific DCE Targets

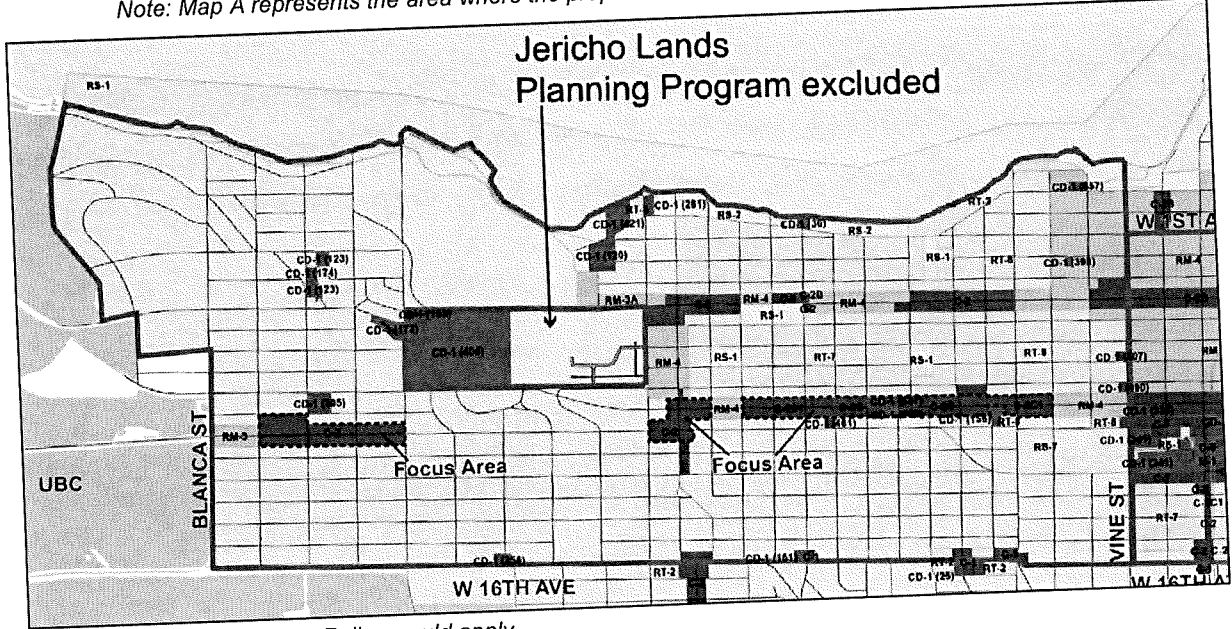
Community Planning Area	DCE Target Area	DCE Targets <sup>1</sup>
Broadway area west of Vine	C-2 Zoning Districts (Market Strata Residential)	\$3,552.09/m <sup>2</sup> (\$330/ft <sup>2</sup> )
Rupert and Renfrew Area Planning	C	\$1,722/m <sup>2</sup> (\$160/ft <sup>2</sup> )
	RT	\$1,399/m <sup>2</sup> (\$130/ft <sup>2</sup> )
	RS	\$1,399/m <sup>2</sup> (\$130/ft <sup>2</sup> )

<sup>1</sup> Rate information listed in Table 2 are applicable to the incremental density (above existing zoning)

Area Boundaries (see Area maps below):

Map A: Broadway area west of Vine (Kitsilano and West Point Grey)

Note: Map A represents the area where the proposed Development Contribution Expectation Policy and



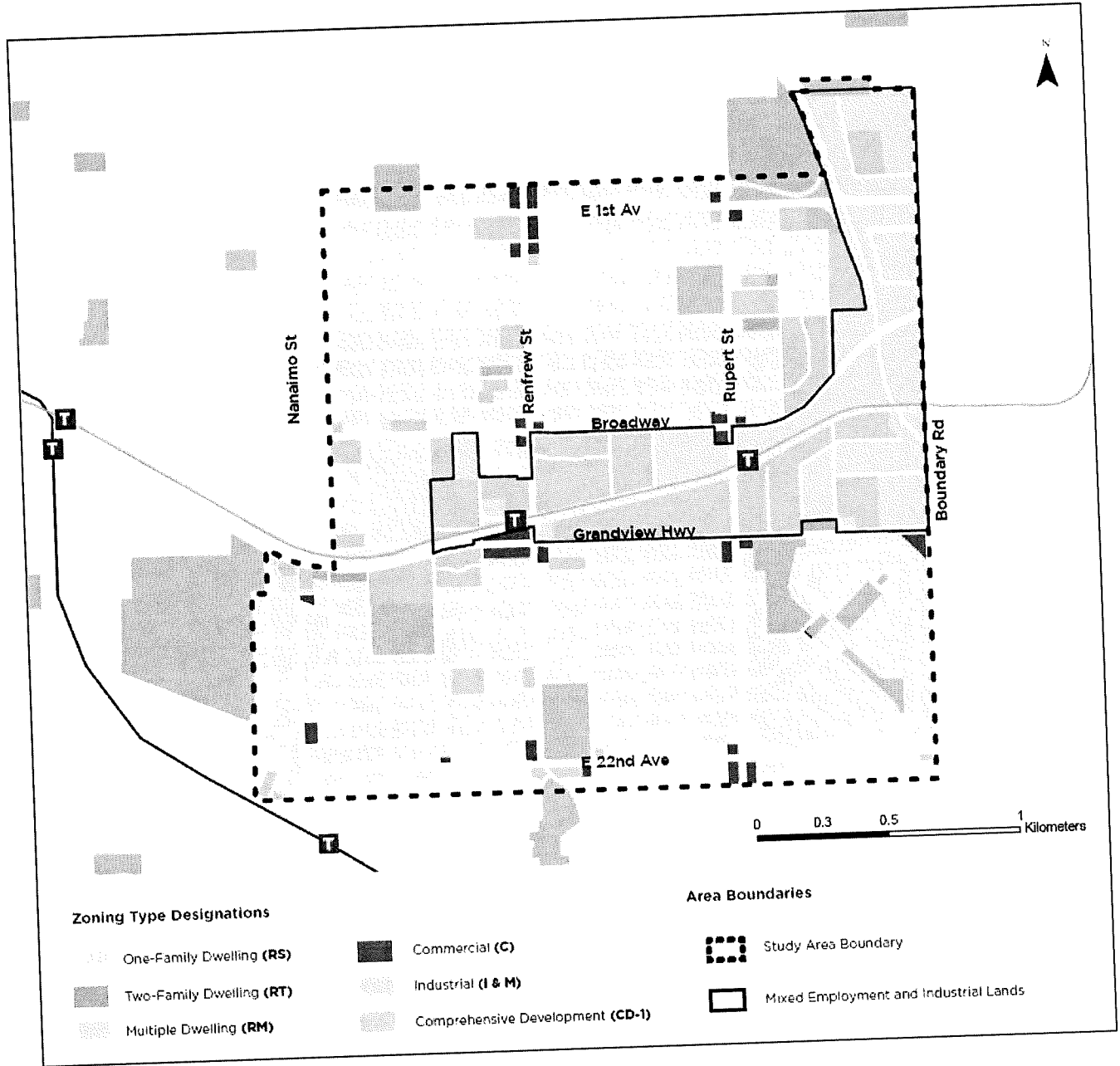
Interim Rezoning Policy would apply

- C-2 & C-2C1 Focus Areas
- C-3A & C-2
- RM/ FM Zoning
- RT Zoning Districts
- RS Zoning Districts
- CD-1



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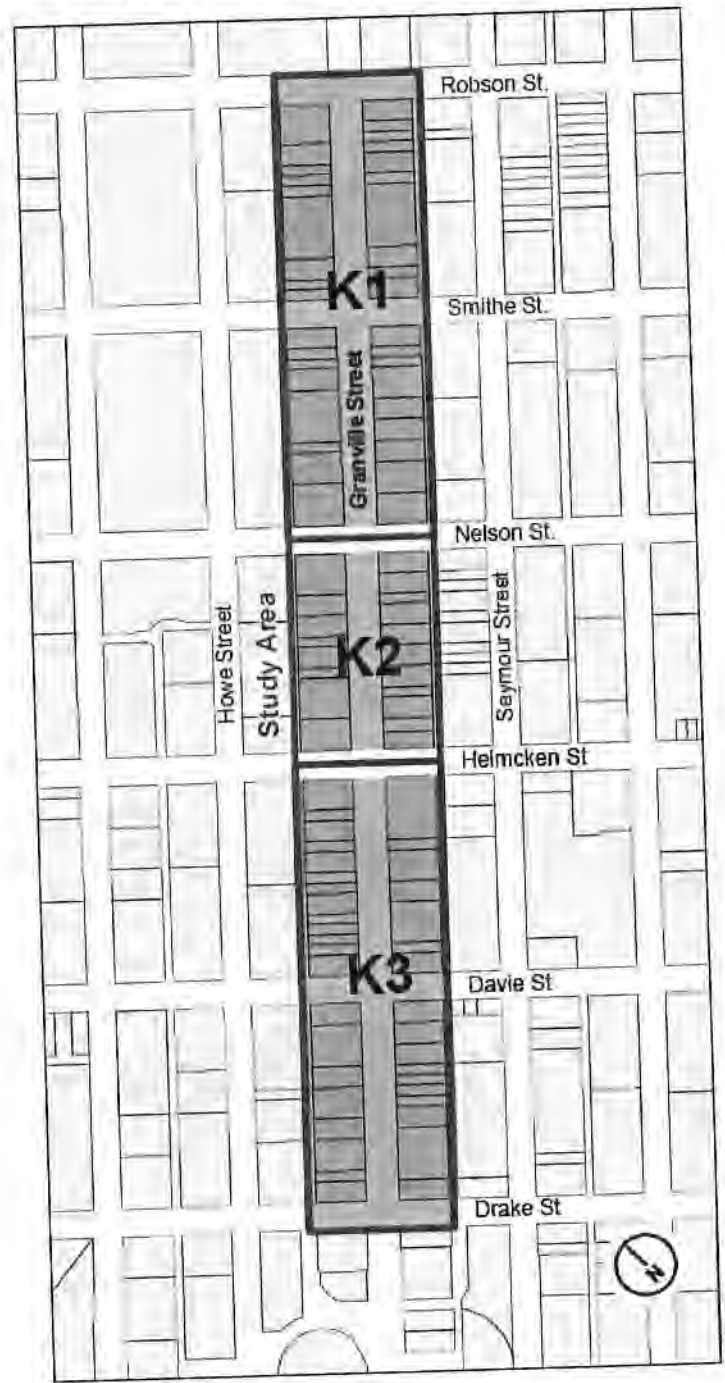
Map B: Rupert and Renfrew Plan Study Area



Note: Map B represents the general study area for area planning. Not all areas within will be considered for changes to land use designations or zoning.

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Map C: Granville Street Planning Program Study Area (DODP Sub Areas K1, K2 and K3)



This is Exhibit " D " referred to in the  
affidavit of Carvan Sunj  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

D. Fischer

A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



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## COUNCIL MEETING MINUTES

JANUARY 31, 2023

A Meeting of the Council of the City of Vancouver was held on Tuesday, January 31, 2023, at 9:31 am, in the Council Chamber, Third Floor, City Hall. This Council meeting was convened by electronic means as authorized in Part 14 of the *Procedure By-law*.

**PRESENT:** Mayor Ken Sim  
Councillor Rebecca Bligh  
Councillor Christine Boyle  
Councillor Adriane Carr  
Councillor Lisa Dominato  
Councillor Pete Fry  
Councillor Sarah Kirby-Yung  
Councillor Mike Klassen  
Councillor Peter Meiszner  
Councillor Brian Montague  
Councillor Lenny Zhou

**CITY MANAGER'S OFFICE:** Paul Mochrie, City Manager

**CITY CLERK'S OFFICE:** Rosemary Hagiwara, Deputy City Clerk  
Bonnie Kennett, Meeting Coordinator

### WELCOME

The Mayor acknowledged we are on the unceded homelands of the Musqueam, Squamish, and Tsleil-Waututh People. We thank them for having cared for this land and look forward to working with them in partnership as we continue to build this great city together.

The Mayor also recognized the immense contributions of the City of Vancouver's team members who work hard every day to help make our city an incredible place to live, work, and play.

### PROCLAMATION – BLACK HISTORY MONTH

Mayor Sim proclaimed the month of February 2023, as Black History Month in the city of Vancouver and invited Councillor Fry to read it aloud and make the presentation. Maurice Earle from the Unity Centre Association for Black Cultures, came forward to the podium to accept the Proclamation and say a few words.

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## IN CAMERA MEETING

MOVED by Councillor Bligh  
SECONDED by Councillor Meiszner

THAT Council will go into meetings later this week which are closed to the public, pursuant to Section 165.2(1) of the *Vancouver Charter*, to discuss matters related to paragraphs:

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the city or another position appointed by the city;
- (c) labour relations or other employee relations;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the city;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 [disclosure harmful to business interests of a third party] of the Freedom of Information and Protection of Privacy Act;
- (k) negotiations and related discussions respecting the proposed provision of an activity, work or facility that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the city if they were held in public.

CARRIED UNANIMOUSLY


## ADOPTION OF MINUTES

1. Council – January 17, 2023

MOVED by Councillor Klassen  
SECONDED by Councillor Carr

THAT the Minutes of the Council meeting of January 17, 2023, be approved.

CARRIED UNANIMOUSLY

- 
- b. Encourage Metro Vancouver Zero Emissions Innovation Centre (ZEIC) to consider convening top thinkers on urban renewable energy production in the Metro Vancouver region through the ZEBx (Zero Emission Building Exchange) or B2E (Building to Electrification) coalition to help inform City staff and elected officials about the potential to increase renewable energy production in Vancouver and the region;
  - c. Evaluate in general the potential of renewable energy, including solar photovoltaic systems, solar hot water systems, wind and renewable district energy systems, to reduce Vancouver city's GHGs, increase reliability of energy supply and reduce consumers' energy costs;
  - d. Report back to Council by Q4 2023 with results of the above information gathering, and present recommendations on the options, costs and benefits for a City of Vancouver renewable energy initiative, including changes that would be needed in the Vancouver Building By-law and other by-laws, policies and codes to enable expanding renewable energy production including in combination with green roofs where appropriate in Vancouver and how a City of Vancouver renewable energy initiative would best be incorporated into current City efforts to streamline regulations for the expedited delivery of housing;

FURTHER THAT Council direct the Mayor to, on behalf of City Council, write to the appropriate B.C. government Ministers to expedite implementing the renewable energy-related motions tabled by the City of Vancouver and passed unanimously or near-unanimously at the 2022 UBCM convention, specifically to expand training programs for workers to install solar panels and solar hot water systems, offer consumer rebates on solar PVC (photovoltaic) panels and solar hot water systems, and require that B.C. Hydro increase feed-in tariffs to incentivize more investment in renewable energy production.

**2. Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies  
December 14, 2022**

At the beginning of this item, Mayor Sim declared a conflict of interest as he has an interest in a business that holds a commercial lease with Bonnis Properties who has an interest in development along Granville Street. He left the meeting at 11:09 am and did not return until the completion of this item.

At this point in the meeting, Acting Mayor Bligh assumed the Chair.

MOVED by Councillor Kirby-Yung  
SECONDED by Councillor Dominato

- A. THAT Council approve the preparation of a *Granville Street Planning Program* in accordance with the Terms of Reference outlined in Appendix A of the Report dated December 14, 2022, entitled "Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies".

- B. THAT Council approve the Granville Street Interim Rezoning Policy, as attached in Appendix B of the Report dated December 14, 2022, entitled "Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies", to establish the conditions under which new rezoning enquiries and applications will be considered while the planning process is underway.
- C. THAT Council approve amendments to the Development Contribution Expectations Policy in Areas Undergoing Community Planning, generally as attached in Appendix C of the Report dated December 14, 2022, entitled "Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies", to manage potential land value speculation in the area around Granville Street during the planning process.

amended

AMENDMENT MOVED by Councillor Kirby-Yung  
SECONDED by Councillor Meiszner

THAT the following be added to A:

1. THAT Council direct staff to advance any current or new applications for the development of new hotels concurrently with the Planning Program as expeditiously as possible, in order to address the critical shortage of hotel rooms in the city, support Vancouver's tourism sector, help it remain competitive, and support opportunities such as FIFA 2026;

FURTHER THAT Council direct staff to bring forward any necessary amendments to the Interim Hotel Development Policy as may be necessary to advance the development of new hotels concurrently within the Planning Program area;

2. THAT Council direct staff to advance the processing of the 800-876 Granville rezoning application to referral for public hearing at earliest possible date while respecting the legal requirements, including public notification, and providing an opportunity for adequate public feedback;

FURTHER THAT in B, Appendix B under "Policies" part b, the words "or policy enquiry process (PEP) advice" be added after the words "rezoning advice" and that the word "or" be added to the end and read as follows:

- b. Where a recent application for rezoning advice, or policy enquiry process (PEP) advice has been received within one year prior to the approval of this policy and the applicant has received a written response stating that a rezoning application would be considered and the applicant has submitted a subsequent rezoning application within 180 days of the date of the letter of response; or



Cg

FURTHER THAT in B, Appendix B under "Policies", the following be added as c:

- c. Where an application for rezoning is proposing at least 75% of the total FSR to be developed as hotel use. Hotel use could include traditional hotel rooms as well as hotels offering a short-term apartment style operating model.

FURTHER THAT the following be added as D:

THAT the Granville Street Planning Program include and consider a bold vision for the development of a significant new destination public space that could include a range of uses such as but not limited to: outdoor performance, gathering and activity space/s, patios and outdoor dining;

FURTHER THAT this vision go beyond being pedestrian-friendly and aspire to the success of The Shipyards and other proven public spaces, and that visions and options for development of a signature public space be brought forward for consideration in the next four-year capital plan (2027-2030).

AND FURTHER THAT the following be added as E:

THAT staff engage with Translink as part of the Granville Street Planning Program on the potential to make the Granville Street Entertainment District zone vehicle free and to relocate buses to adjacent streets, and report back to Council as part of the Planning Program report on the impacts, pros and cons, considerations and feasibility.

CARRIED UNANIMOUSLY (Vote No. 8971)  
(Mayor Sim absent for the vote due to conflict of interest)

AMENDMENT MOVED by Councillor Boyle  
SECONDED by Councillor Carr

THAT the following be added to A as 3 and 4:

3. THAT Council direct staff to add 'social' along with cultural, economic and heritage benefits, to the Granville Street Planning Program, with a particular focus on addressing gender based safety in the Granville Entertainment District.
4. THAT Council direct staff to explore bylaw changes, consistent with the recommendations in the Vancouver Music Plan, to facilitate more public music and arts performance in the Granville Entertainment District including amplification during evening hours (6m to 10pm) and report back to Council with any recommended changes.

CARRIED UNANIMOUSLY (Vote No. 08972)  
(Mayor Sim absent for the vote due to conflict of interest)

The amendments having carried, the motion as amended was put and CARRIED UNANIMOUSLY (Vote No. 08973) with Mayor Sim absent for the vote due to conflict of interest.

**FINAL MOTION AS APPROVED**

- A. THAT Council approve the preparation of a *Granville Street Planning Program* in accordance with the Terms of Reference outlined in Appendix A of the Report dated December 14, 2022, entitled "Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies", and include the following amendments:
1. THAT Council direct staff to advance any current or new applications for the development of new hotels concurrently with the Planning Program as expeditiously as possible, in order to address the critical shortage of hotel rooms in the city, support Vancouver's tourism sector, help it remain competitive, and support opportunities such as FIFA 2026;  
  
FURTHER THAT Council direct staff to bring forward any necessary amendments to the Interim Hotel Development Policy as may be necessary to advance the development of new hotels concurrently within the Planning Program area;
  2. THAT Council direct staff to advance the processing of the 800-876 Granville rezoning application to referral for public hearing at earliest possible date while respecting the legal requirements, including public notification, and providing an opportunity for adequate public feedback;
  3. THAT Council direct staff to add 'social' along with cultural, economic and heritage benefits, to the Granville Street Planning Program, with a particular focus on addressing gender based safety in the Granville Entertainment District;
  4. THAT Council direct staff to explore bylaw changes, consistent with the recommendations in the Vancouver Music Plan, to facilitate more public music and arts performance in the Granville Entertainment District including amplification during evening hours (6m to 10pm) and report back to Council with any recommended changes.
- B. THAT Council approve the Granville Street Interim Rezoning Policy, as attached in Appendix B of the Report dated December 14, 2022, entitled "Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies", to establish the conditions under which new rezoning enquiries and applications will be considered while the planning process is underway and include the following amendments under "Policies" listed in Appendix B of the same report:
- b. Where a recent application for rezoning advice, or policy enquiry process (PEP) advice has been received within one year prior to the approval of this policy and the applicant has received a written response stating that a rezoning application would be considered and the applicant has submitted a subsequent rezoning application within 180 days of the date of the letter of response; or

- c. Where an application for rezoning is proposing at least 75% of the total FSR to be developed as hotel use. Hotel use could include traditional hotel rooms as well as hotels offering a short-term apartment style operating model.
  
- C. THAT Council approve amendments to the Development Contribution Expectations Policy in Areas Undergoing Community Planning, generally as attached in Appendix C of the Report dated December 14, 2022, entitled "Granville Street Planning Program – Terms of Reference and Interim Rezoning Policies", to manage potential land value speculation in the area around Granville Street during the planning process.
  
- D. THAT the Granville Street Planning Program include and consider a bold vision for the development of a significant new destination public space that could include a range of uses such as but not limited to: outdoor performance, gathering and activity space/s, patios and outdoor dining;  
  
FURTHER THAT this vision go beyond being pedestrian-friendly and aspire to the success of The Shipyards and other proven public spaces, and that visions and options for development of a signature public space be brought forward for consideration in the next four-year capital plan (2027-2030);
  
- E. THAT staff engage with Translink as part of the Granville Street Planning Program on the potential to make the Granville Street Entertainment District zone vehicle free and to relocate buses to adjacent streets, and report back to Council as part of the Planning Program report on the impacts, pros and cons, considerations and feasibility.

At 11:37 am, Mayor Sim resumed the Chair.

#### REPORTS

**1. Improving Life Safety in SROs: Updates and Grant to SRO-Collaborative  
January 24, 2023**

The General Manager, Arts, Culture and Community Services, the Fire Chief, and staff from Arts, Culture and Community Services provided a presentation.

\* \* \* \* \*

During the presentation by staff, it was

MOVED by Councillor Bligh  
SECONDED by Councillor Kirby-Yung

THAT the meeting be extended past noon in order to complete the presentation on this item.

CARRIED UNANIMOUSLY

**ADJOURNMENT**

MOVED by Councillor Kirby-Yung  
SECONDED by Councillor Klassen


THAT the meeting be adjourned.

CARRIED UNANIMOUSLY

Council adjourned at 4:52 pm.

\* \* \* \* \*

This is Exhibit " E " referred to in the  
affidavit of Carman Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fisher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

CS

From: **"Mochrie, Paul" <Paul.Mochrie@vancouver.ca>**  
To: **"Direct to Mayor and Council - DL"**  
Date: 1/31/2023 4:40:34 PM  
Subject: **Upcoming News Release: Granville Street Planning Program (January 31, 2023)**

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Dear Mayor and Council,

I am writing to inform you that the City will be issuing the below news release imminently regarding today's decision about the Granville Street Planning Program. Deputy Mayor Kirby-Yung is quoted.

Best,  
Paul

**Paul Mochrie (he/him)**  
City Manager  
City of Vancouver  
[paul.mochrie@vancouver.ca](mailto:paul.mochrie@vancouver.ca)

City of Vancouver  
News Release  
January 31, 2023

## Get ready for a new Granville Street

Today Council gave the go-ahead for a new vision for Granville Street, the city's premiere high street and main entertainment district in downtown Vancouver.

"The ramped up Granville Street Planning Program presents a significant opportunity to breathe life into the Granville Entertainment District, expedite new hotel development, expand tourism, create a signature pedestrian-focused public space, strengthen job space, increase safety, and support a vibrant arts and culture destination in our city - especially live music and a vibrant night time economy," said Deputy Mayor Sarah Kirby-Yung.

The current lack of daytime activity on Granville Street has seen a rise in vacant storefronts, safety and public disorder concerns, violence related to public intoxication, and concern for people experiencing homelessness. The COVID-19 pandemic exacerbated many of these issues and created a significant strain on local businesses and nearby residents, which has contributed to an overall negative perception of Granville Street.

Growing interest and ideas from businesses, residents, property owners and other stakeholders highlight their support to reinvigorate the area. Working with community partners, City staff will establish a new comprehensive vision for the area that balances the different needs and aspirations for those who work, live, perform, visit and enjoy Granville Street.

With an objective to re-establish Granville Street as an exciting, welcoming, safe and inclusive downtown destination, the plan will also focus on supporting economic stimulus and cultural revitalization for the area. While balancing the need to preserve the area's unique heritage character, staff will explore new opportunities for entertainment, dining and tourism, hotel, retail and office space.

Read the Council report. [\[LINK\]](#)

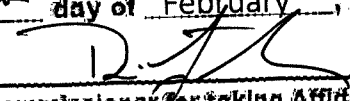
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**Media Contact:**

Civic Engagement and Communications  
[media@vancouver.ca](mailto:media@vancouver.ca)

This is Exhibit " F " referred to in the  
affidavit of Caran Singh  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4





**COUNCIL REPORT**

Report Date: November 29, 2023  
Contact: Sarah Hicks  
Contact No.: 604-873-7546  
RTS No.: 15625  
VanRIMS No.: 08-2000-20  
Meeting Date: December 13, 2023  
Submit comments to Council

TO: Standing Committee on City Finance and Services  
FROM: General Manager of Development, Buildings and Licensing  
SUBJECT: Policy and By-law Updates to Regulation of Liquor Establishments Including Distance Requirements

**Recommendations**

- A. THAT Council repeal the *Liquor License Capacity and Location Policy and Guidelines* and adopt the *Policy on Establishments with Provincial Liquor Primary Licences* as described in this report and shown in Appendix A.
- B. THAT Council remove the moratorium on new Liquor Establishments and seat expansions at existing establishments, in the Granville Entertainment District.
- C. THAT Council approve amendments to the Licence By-law to update the definition of Liquor Establishment Class 2 to change the person capacity generally as shown in Appendix B;  
  
FURTHER THAT the Director of Legal Services be instructed to bring forward for enactment an amendment to the Licence By-law generally in accordance with Appendix B.
- D. THAT Council approve amendments to the Licence By-law to expand the definition of Liquor Establishment Class 8 to enable more types of non-traditional liquor serving businesses to apply for provincial liquor licences as permitted under Provincial regulation, generally as shown in Appendix B;  
  
FURTHER THAT the Director of Legal Services be instructed to bring forward for enactment an amendment to the Licence By-law generally in accordance with Appendix B.
- E. THAT Council approve amendments to the Licence By-law to the definition of Limited Service Food Establishment to enable these businesses to apply for a provincial non-traditional liquor licence generally as shown in Appendix B;



FURTHER THAT the Director of Legal Services be instructed to bring forward for enactment an amendment to the Licence By-law generally in accordance with Appendix B.

- F. THAT Council approve amendments to the Licence By-law to delegate authority to the Chief Licence Inspector to provide recommendations to the Liquor and Cannabis Regulation Branch on new Liquor Primary applications as a way to decrease the City's processing time on Liquor Primary applications generally as shown in Appendix B;

FURTHER THAT the Director of Legal Services be instructed to bring forward for enactment an amendment to the Licence By-law generally in accordance with Appendix B.

- G. THAT Council approve amendments to Business Premises Regulation of Hours By-law to align operating hours for Standard and Extended Hours Liquor Establishments located on the 1000 to 1300 blocks of Granville Street with hours in the Downtown Regulation Area Primarily Commercial Area as described in this report and generally as shown in Appendix C;

FURTHER THAT the Director of Legal Services be instructed to bring forward for enactment an amendment to the Licence By-law generally in accordance with Appendix C.

- H. THAT Council approve a policy to support evening hours for Dual Liquor Primary licences to begin operation at 9:00 pm, aligned with hours allowed under provincial liquor licensing regulations.

- I. THAT, subject to approval of recommendation A, Council approve amendments to the Cabaret and Restaurant Guidelines to align them with the proposed Policy on Establishments with Provincial Liquor Primary Licences as shown in Appendix D.

### **Purpose and Executive Summary**

The purpose of this report is to seek Council approval on recommendations to update the City's regulatory framework for Liquor Establishment Class 1 – 6 business licences. Specifically to: rescind the *Liquor License Capacity and Location Policy and Guidelines* (the "Distancing Policy"); and to remove the moratoria on new Liquor Establishments and seat expansions, in the Granville Entertainment District (GED). Staff propose to set one location requirement to retain livability in residential neighbourhoods: Liquor Establishment Class 2, with a new maximum person capacity set at 200, should be the largest size establishment to locate directly next to residential districts.

The proposed changes remove regulatory barriers and create opportunities for new and existing businesses. In the GED, businesses can participate in and activate the transition to a vibrant, welcoming, day and nighttime entertainment destination.

Creating opportunities for new Liquor Establishments can risk public safety and public health harms. All applications for Liquor Establishment business licences (provincial Liquor Primary licences) are considered case by case with inter-departmental review, and review by the Vancouver Police Department. Provincial regulations require public notification. Staff propose to monitor impacts of this change in policy, particularly in the GED.

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Additional proposals for Council approval include delegation of Council authority to the Chief Licence Inspector to make recommendations to the Liquor and Cannabis Regulation Branch (LCRB) on applications for new Liquor Primary licences; and a proposal to support Liquor Primary licences at businesses like spas, barbershops and retail stores.

In the Downtown Eastside (DTES) the current *Liquor Policy for the Downtown Eastside* includes a moratorium on additional Liquor Establishments, and on seat expansions at existing establishments.<sup>1</sup> Consultation with area stakeholders is underway to review options for possible updates to this policy. Staff will bring forward recommendations specific to the DTES in Q1 2024.

### **Council Authority/Previous Decisions**

- Liquor License Policy: Liquor Primary Size, Capacity, and Location (July 14, 2005). Council approved the policy on Liquor Establishment capacity, size and distance requirements.
- Liquor Policy Review - Recommended Actions (June 14, 2017) Council approved recommendations to extend moratoria in Granville Entertainment District and Downtown Eastside; retain Liquor Distancing Requirements; and support Liquor Primary licences at non-traditional businesses for arts and culture based retail and community associations.
- Distancing Review & Exceptions for Dual Licenses (July 5, 2022) Council directed staff to suspend Distancing Requirements for Liquor Establishments Downtown, and to suspend the GED and DTES moratoria for Class 1 and 2 Liquor Establishments, for restaurants seeking to operate in the evenings under Liquor Primary licences. Council also directed staff to report on options and recommendations to update and modernize the regulatory framework for liquor primary establishments.

### **City Manager's Comments**

The City Manager concurs with the foregoing recommendations.

### **Context and Background**

The City regulates where pubs and nightclubs can locate in the Zoning and Development By-law and the *Liquor License Capacity and Location Policy and Guidelines* known as the Distancing Policy. The Zoning and Development By-law identifies areas of the city where Neighbourhood Public House (pubs) and Cabaret (nightclubs) are permitted uses (Appendix E). The Distancing Policy regulates how close establishments of the same size can be to one another, and what size establishments can locate near residential areas (Appendix F). The size of establishments is regulated in the City's Licence By-law. Pubs and nightclubs are licenced as Liquor Establishment Class 1 – 6 based on their occupant capacity. Class 1 is the smallest at a maximum capacity of 65 persons and Class 6 is the largest at greater than 950 persons.

The Policy's requirements for distance between establishments of the same size were to encourage variety and to set densities appropriate to neighbourhoods (2005). Clusters of small, medium and large establishments rather than clusters of same size venues; greater density of establishments Downtown than Non-Downtown; only small establishments next to residential

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<sup>1</sup> The exception is Restaurants with person capacity of up to 150. They may operate evening hours Liquor Establishments, per Council approval June 15, 2022.



areas. The requirements create a de facto limit on the total number of establishments that can find Policy compliant locations. The limit serves a public health goal of moderating access to liquor. At the same time, it creates challenges for existing businesses seeking to expand, and for prospective businesses seeking suitable locations.

The Distancing Policy relies on a set of boundaries created in 2005 and based broadly on Zoning district schedules and Area Plans of the day. The parameters of these boundaries and policy compliance of locations are challenging for the public to interpret.

Following Council direction, staff reviewed the Distancing Policy, carried out research (Appendix G), and met with key stakeholders to hear feedback on options for updates (Appendix H).

Staff consulted on additional components of the regulatory framework for Liquor Establishments including options to remove the moratoria on new Liquor Establishments and seat expansions in the GED; expanding support for non-traditional liquor serving businesses; and process improvements to reduce application review times. Many of these items align with interests shared by members of the Hospitality Sector Working Group

The number and size of Liquor Establishments in the City can affect public health and public safety. Staff consulted with Vancouver Coastal Health (VCH) on effects City liquor policy changes can have. Vancouver Coastal Health strongly opposes enabling greater density of Liquor Establishments because of immediate and long-term public health and safety risks. A submission from Vancouver Coastal Health is included in Appendix I. The Vancouver Police Department (VPD) are experts in public safety risks associated with concentrations of liquor establishments, late night crowds and intoxication. Staff consulted with VPD. A VPD statement is in Appendix J.

Other stakeholders include hospitality industry associations, business operators, Business Improvement Associations, and Good Night Out Vancouver. The full list of stakeholders is in Appendix H.

The policy review links to City strategies and initiatives including *The Vancouver Music Strategy*, *The Healthy City Strategy* and the Granville Street Planning process. Recommendations support City Council's Strategic Priorities Objective 1 – Ensuring Vancouver is a dynamic and vibrant city; and Objective 3 Supporting Business – to support local business and ensure the business climate is welcoming.

Key goals of Citywide Liquor Policy are to support the local economy, enhance livability, protect public health and safety, and ensure an efficient regulatory framework. Staff considered these goals in assessing options for updates.

## Discussion

Staff propose a simplified policy on location of Liquor Establishments (Appendix A). It sets no distance requirements and only one location requirement: Liquor Establishment Class 2 should be the largest Class located next to residential districts, with Class 2 maximum capacity increased from 150 to 200 persons. Exceptions would be made for establishments in hotels or other major business developments.

Anticipated benefits of simplified policy and reduced regulation citywide are:

- Increased opportunity for new and existing businesses seeking locations in Vancouver; better alignment with regulations in other municipalities;

- Enables clusters of same size establishments throughout the city and the potential for new, diverse destination areas
- Enables increased density of smaller establishments near residential districts, which can support the City's goals for complete, walkable neighbourhoods. Looking to the future, as VanPlan is being implemented through area planning such as Villages, having a policy in place that enables opportunities for small liquor establishments will be useful. Setting a maximum Class 2 size establishment next to residential districts can retain livability and protect residents from noise and nuisance that can come with larger establishments.
- Increases financial viability of smaller establishments offering live entertainment by increasing Class 2 maximum capacity from 150 to 200.
- Supports small establishments by removing the existing requirement for a kitchen in Non-Downtown locations (Appendix F). Business operators can decide whether a full kitchen with its capital and operational costs, and regulatory processes, is right for them.

The proposed change poses some risk to public health by removing limits on density of establishments, including near residential areas (Appendix I). Staff anticipate that if the policy is approved some new Liquor Establishments will open. How many and where is unknown. The current economic environment including high borrowing, equipment and payroll costs, and employee shortages make launching a new business challenging. On commercial streets in residential neighbourhoods the existing capacity for Liquor Establishments under current policy is not fully used; restaurants are much more common. It is not clear that removing distance requirements will result in a significant number of new pubs and nightclubs in these areas.

#### Granville Entertainment District (GED)

Staff propose to remove the moratorium (Appendix K) on additional Liquor Establishments and seat expansions in the Granville Entertainment District (GED). As in the rest of the city, no distancing requirements between establishments of the same size would be required.

Downtown Granville Street is in transition. As a hospitality-focused district, the GED suffered tremendously during the pandemic; businesses are struggling to recover.

The City is undertaking a Planning process to help re-establish Granville as an exciting, welcoming, safe and inclusive downtown destination. Results from the first phase of public engagement show priorities including arts and culture spaces; patios and places to gather and celebrate; and exciting businesses and events throughout the day and night. There is some interest in having more pubs and nightclubs, but more people prioritized sit-down restaurants and live-performance venues as their choice of liquor serving establishments<sup>2</sup>.

Removing the moratorium will open the door to new operators who may bring fresh ideas aligned with the new vision for Granville Street. The lack of distance requirements will give businesses flexibility to innovate and bring forward a wide range of offerings.

In addition, staff propose to align operating hours for Liquor Establishments on Granville Street so that all establishments between Drake St and W. Georgia St operate under the same hours.

Removal of the moratorium does risk increasing late night disorder, including gender based violence and public health harms from intoxication, all of which are significant concerns in the

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<sup>2</sup> Granville Street Planning Phase 1 Engagement Summary Vision and Objectives



GED. Expanded opportunities for pubs and nightclubs must be accompanied by new and on-going measures to protect public health and safety for residents and for visitors. Through the Granville Street Planning process staff will work with stakeholders to develop an equitable approach and recommendations to address public safety in the GED. Early recommendations that are being explored include a sobering space, drop-in service for survivors of gender based violence, and increased funding for evening street outreach. The Granville Street Planning process will conclude in 2024.

Dual Licensed Businesses

Since the Council direction to suspend distancing for restaurants seeking evening hours Liquor Establishment licences in Downtown and the DTES, twelve applications have been approved and six businesses have been fully licensed and are operating. Few complaints have been recorded to date. Staff recommend the City align its support for starting hours with hours allowed by the Province, 9pm instead of the current 10pm City policy. This change gives businesses the option of closing their kitchens one hour earlier and may increase financial viability. Staff will continue to monitor impacts of Dual licences.

Expanding Support for Non-Traditional Liquor Primary Licences

Staff recommend that the City expand its support for Liquor Primary licences at not-traditional liquor serving businesses beyond retail art dealers and community associations to include businesses like spas, barbershops, and bookstores. Staff propose to define eligible business types as those who typically receive customers on site (Appendix B); the Provincial intent is that liquor service during business hours is for customers of the primary business. Staff have heard of interest from a small number of businesses. The Province reports a limited number of these licences issued province-wide, and no compliance problems with licensees to date.

Staff further propose to amend the definition of Limited Service Food Establishment in the Licence By-law to enable these businesses to apply for a non-traditional liquor licence.

Process Improvement – Delegation of Authority to the CLI

City recommendations to the LCRB on applications for new Liquor Primary licences to operate in Vancouver require a Council resolution. Council resolution is the last step in the City approval process and can add up to 6 weeks, depending on the Council cycle. To decrease processing time, staff recommend Council delegate its authority to make recommendations on all Liquor Primary licences to the CLI. The CLI currently has delegated authority to make recommendations on changes to liquor licences, including to licence capacity. A delegated process would include an appeal process so that an applicant who disagrees with the CLI recommendation could appeal to Council for reconsideration.

Amendments to Cabaret and Restaurant Guidelines

Staff propose that Council approve amendments to the Cabaret and Restaurant Guidelines to update and align them with the proposed Policy on Establishments with Provincial Liquor Primary Licences (Appendix D).

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## APPENDIX A POLICY ON ESTABLISHMENTS WITH PROVINCIAL LIQUOR PRIMARY LICENSES

The Provincial Liquor and Cannabis Regulation Branch seeks City Council recommendations on applications for Provincial Liquor Primary licences in Vancouver. The City provides comment on the suitability of the location and hours of operation.

The following policies will inform recommendations to the Provincial Liquor and Cannabis Regulation Branch on applications for Liquor Primary licences.

Liquor Primary licence holders are issued the following Vancouver business licences, based on the main purpose of their business.

### **Standard Hours Liquor Establishment Class 1 – 6; Extended Hours Class 1 – 6**

Pubs, clubs and bars where liquor service is the primary business. Standard Hours and Extended Hours Liquor Establishment Class 3, 4, 5 and 6 may not be located abutting residential districts. Exceptions will be considered for establishments located in hotels and major business developments.

Recommended hours for these establishments will not exceed hours established in the Business Premises Regulation of Hours By-law.

Dual licensed establishments operate Restaurants during the day and Standard or Extended Hours Liquor Establishment Class 1 – 6 in the evening. The City will support 9pm as the starting hour for these Liquor Establishments.

**Venue** is a licence for theatres, halls, stadiums, arenas and other event driven businesses that serve liquor in conjunction with pre-booked events. The City will generally support hours of liquor service limited to two hours before and one hour after events.



## APPENDIX B

### **DRAFT By-law to amend the License By-law No. 4450 regarding miscellaneous amendments to liquor establishment and liquor licence regulations**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This by-law amends the indicated provisions of the License By-law.
2. In section 2, Council:
  - (a) in the definition of Extended Hours Liquor Establishment – Class 2, strikes out “150” and substitutes “200”;
  - (b) in the definition of Limited Food Service Establishment, strikes out “, and that does not include the sale of alcoholic drinks to customers for consumption on the premises”;
  - (c) in the definition of Standard Hours Liquor Establishment – Class 2, strikes out “150” and substitutes “200”; and
  - (d) in the definition of Standard Hours Liquor Establishment – Class 8, strikes out “a community association with an arts and culture mandate, or a business the primary purpose of which is the sale of works of art” and substitutes “a business the primary purpose of which is retail sales or the provision of a service to customers on the premises”.
3. In section 9A.1(1), Council strikes out “, except that Council does not delegate to the Inspector its power and duties with regard to the issuance of liquor primary licences”.
4. In section 19.2A(11)(a), Council strikes out “after 11:00 p.m.” and substitutes “outside the hours set for standard hours liquor establishments in the Business Premises Regulation of Hours By-law”.
5. In section 2, Council:
  - (a) in the definition of Extended Hours Liquor Establishment – Class 2, strikes out “150” and substitutes “200”;
  - (b) in the definition of Limited Food Service Establishment, strikes out “, and does not sell alcohol”;
  - (c) in the definition of Standard Hours Liquor Establishment – Class 2, strikes out “150” and substitutes “200”; and
  - (d) in the definition of Standard Hours Liquor Establishment – Class 8, strikes out “a community association with an arts and culture mandate, or a business the primary purpose of which is the sale of works of art” and substitutes “a business the primary purpose of which is retail sales or the provision of a service to customers on the premises”.



6. In section 9(1), Council strikes out “, except that Council does not delegate to the Inspector its power and duties with regard to the issuance of liquor primary licences”.

7. In section 21.3(11)(a), Council strikes out “after 11:00 p.m.” and substitutes “outside the hours set for standard hours liquor establishments in the Business Premises Regulation of Hours By-law”.

8. This by-law is to come into force and take effect on the date of its enactment, except that sections 5, 6 and 7 are to come into force and take effect on April 1, 2024, immediately after By-law No. 13702 comes into force and takes effect.

ENACTED by Council this                      day of    , 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**APPENDIX C**

**DRAFT By-law to amend the Business Premises Regulation of Hours**  
**By-law No. 8022 regarding an adjustment of hours for Granville Street**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This by-law amends the indicated provisions of Business Premises Regulation of Hours By-law No. 8022.
  
2. In section 2, Council:
  - (a) in the definition of Downtown – Primarily Commercial, adds “, and also includes the 1000-1300 blocks of Granville Street” after “Schedule C”; and
  - (b) in the definition of Downtown - Primarily Mixed Use, adds “, but does not include the 1000-1300 blocks on Granville Street”.
  
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_

, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

000075

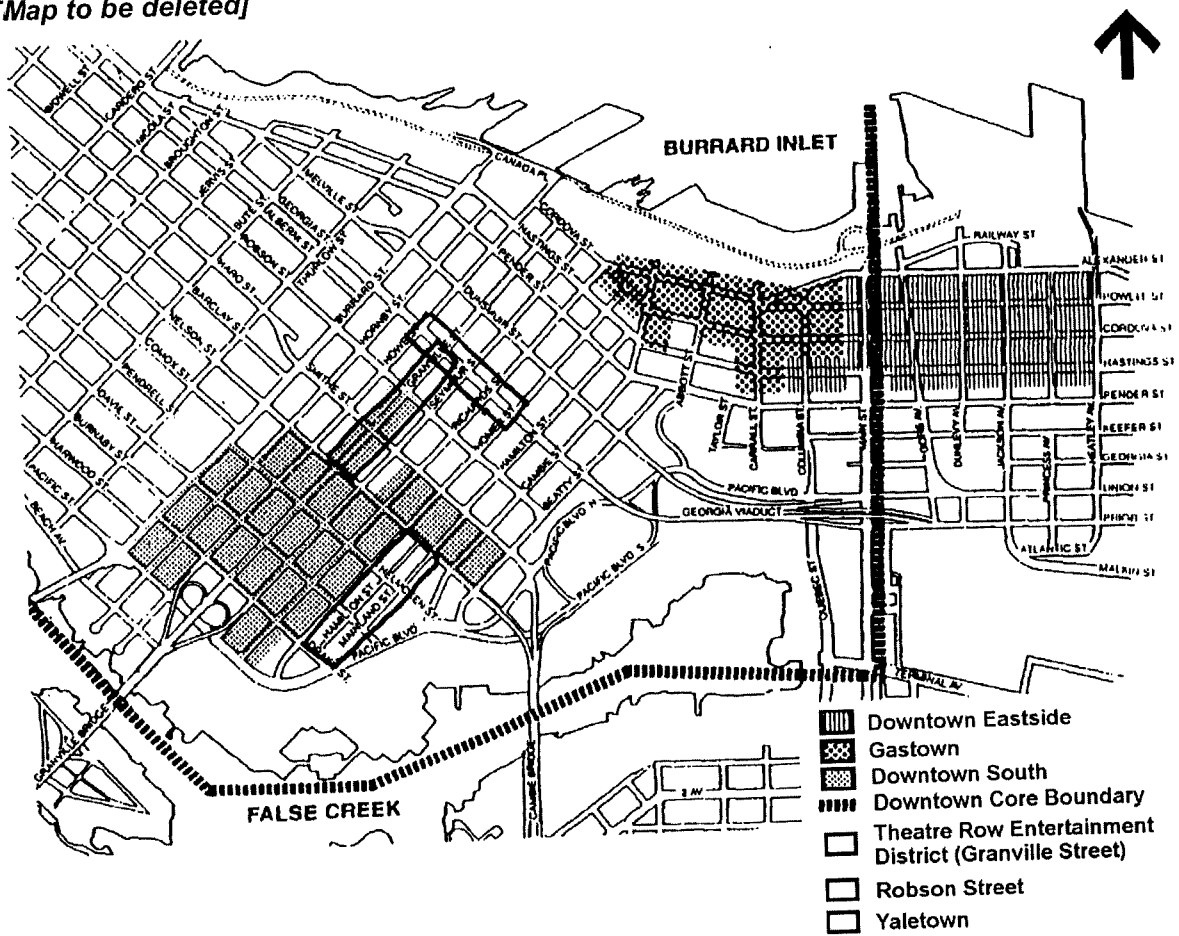
APPENDIX D  
AMENDMENT TO CABARET AND RESTAURANT GUIDELINES

# CABARET AND RESTAURANT GUIDELINES

(Including Establishments with Exotic Dancers and Strippers)

Adopted by City Council on August 9 and October 4, 1988  
Amended March 14 and August 1, 1989, October 16 and November 6, 1990, May 28, 1992,  
April 21, 1994, June 19, 1997, December 11, 1997, October 31, 2000, and July 20, 2022, and  
December XX 2023

[Map to be deleted]



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These guidelines are to be used in conjunction with a district schedule of the Zoning and Development By-law or with an official development plan by-law for development permit applications for a cabaret, or for a restaurant with dancing or live entertainment involving three or more persons or the use of an amplified musical instrument and patron participation (Restaurant - Class 2), including any increases in capacity or redevelopment of the premises. Cabaret and Restaurant - Class 2 are defined in Section 2 of the Zoning and Development By-law. The Liquor Licensing Policies and Procedures should also be consulted.

On April 21, 1994, Council directed that applications for establishments with exotic dancers or strippers be processed as "similar to" cabaret, and that these guidelines also apply to such establishments.

On June 19, 1997, Council approved new policies for the Theatre Row Entertainment District and other areas. These are outlined in Liquor Licensing Policies and Procedures.

- (1) For any proposed development, a cabaret, restaurant - class 2 or establishment with exotic dancers or strippers should not be located abutting, with or without the intervention of a street or lane, a residential use, R district, school, church, community centre, hospital or other institutional building where activities may take place in the evening.
- (2) For any proposed development, parking spaces and vehicular access to parking spaces required or provided should be oriented and located so they do not abut, face or adversely impact any residential or hospital use or R district.
- (2 3) For any proposed restaurant – class 2, a public notification to owners within a 2 block radius should be conducted. development, except within a new hotel outside the Downtown Core, a referendum polling residents and businesses within a 2,000 foot (610 m) radius should be carried out at the expense of the applicant (similar to a Neighbourhood Pub). At least 60% of those polled should approve the proposed development.
- (4) For any proposed development, except in the Theatre Row Entertainment District (the 700, 800 and 900 blocks of Granville Street), within a new hotel inside the Downtown Core, a referendum polling residents and businesses within a 1,000 foot (305 m) radius should be carried out at the expense of the applicant (similar to a Neighbourhood Pub). At least 60% of those polled should approve the proposed development.
- (5) Favourable consideration should be given to relaxing the one mile minimum distancing requirement for endorsing several applications for Class D "local pubs" on Theatre Row, Robson Street (Howe to Homer), or Yaletown, subject to a legal agreement indicating there will be no outdoor patio seating, off-site sale, exotic dancing, amplified music or a dance floor on the premises, and that it will not be operated in combination with an adjacent restaurant.
- (6) Favourable consideration should be given to endorsing one larger cabaret, up to a maximum of 1,000 seats in a non residential area of the downtown, preferably one identified as appropriate for an entertainment focus, subject to the applicant providing research from other cities demonstrating the economic feasibility of such an establishment, an analysis of the effect it would have on other entertainment venues in Vancouver, and an analysis and strategy to deal with any social or neighbourhood impacts.
- (7) For any proposed development, the applicant should provide a report from an acoustical consultant indicating the soundproofing measures which will be taken to ensure that noise does not emanate from the premises.
- (8) For any proposed development, the building should be air conditioned so that it is not necessary to open doors or windows, thus negating the soundproofing.
- (9) Any increase in seating capacity of existing cabarets is discouraged where they are adjacent to residential uses except for the Theatre Row Entertainment District. Where an existing cabaret is not close to and has no impact on any residential use, both physical expansion and increase in seating capacity (from 225 up to 350 seats) may be approved provided that the building meets all by-law requirements. The normal development permit process would apply, where necessary.
- (10) In the Downtown Eastside and Gastown areas new liquor licenses for Cabaret or Restaurant - Class 2, or amendments to existing licenses to increase seating capacity or extend hours of sale will not be permitted.
- (3)(11) Development permits for establishments with exotic dancers or strippers should be limited in time to three years. At the end of the time limit, no further referendum should be required unless directed by the Vancouver Liquor Licensing Commission.
- (12) In cases where Time limited Development Permit approvals for new or physical expansion of existing Class 'A' Lounge/Pub, Class 'C' Cabaret, Class 'D' Neighbourhood Pub or

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~~Restaurant Class 2 licensed establishments are granted, they should be issued subject to the process outlined below:~~

~~(i) The applicant files a pre-site application with the Chief License Inspector.~~

~~(ii) The applicant receives the endorsement of Council subject to the applicant acknowledging their understanding of the four-month Time-limited Development Permit process.~~

~~(iii) The applicant submits a Development Permit application. The Development Permit approval will be granted subject to satisfactory compliance with the relevant requirements of the Zoning and Development, Parking and/or Official Development Plan By-laws. A Development Permit approval may be granted for the new development, (i.e., change of use, new construction or construction of an addition to the existing facility) and would be limited in time to a four-month period subject to four-month renewals by the Director of Planning unless instructed otherwise by Council.~~

~~(13) With respect to existing Class 'A' Lounge/Pub, Class 'C' Cabaret or Class 'D' Neighbourhood Pub licensed establishments seeking extended hours or increased seating capacity, Council endorse a process of requiring the holder of the existing Development Permit to relinquish that permit, and to apply for a time-limited permit.~~



**APPENDIX E  
 ZONING & DEVELOPMENT BYLAW ZONING DISTRICT SCHEDULES THAT PERMIT PUBS  
 AND NIGHTCLUBS**

*Table (1): Zoning District Schedules that permit Cabaret and Neighbourhood Public House*

<b>Cabaret</b>	<b>Neighbourhood Public House</b>	
C-2	C-1	I-1
C-3A	C-2	I-1A
C-5	C-2B	I-1B
C-5A	C-2C	I-1C
C-6	C-2C1	M-1
FC-1	C-3A	M-1A
IC-3	C-5	MC-1
HA-1	C-5A	MC-2
HA-1A	C-6	HA-1
HA-2	C-7	HA-1A
	C-8	HA-2
	FC-1	HA-3
	FC-2	

Note: Cabaret and Neighbourhood Public House are conditional use approvals in all district schedules

Cabarets and Neighbourhood Public Houses are permitted uses in some CD-1 districts.

## APPENDIX F DISTANCING POLICY

*Table 1: Summary of Liquor Distancing Policy*

Liquor Est. Class (by person capacity)	Allowed where Neighbourhood Public House or Cabaret is a permitted use in Z&D By-law	Distance Required between Establishments of same Class	
		Downtown	Non-Downtown
Class 1 ( 1- 65 )	All areas of the City	50 m	500 m
Class 2 (66 - 150)	All areas of the City  In Downtown primarily residential areas only with food service & specified kitchen size  In Non-Downtown primarily residential areas, only in local shopping areas, food service & specified kitchen size	100 m	500 m
Class 3 (151 - 300)	Primarily commercial, industrial & mixed-use areas  Not abutting primarily residential	100 m	500 m
Class 4 (301 - 500)	Primarily Commercial & industrial areas  Downtown in primarily mixed-use areas only with food service & specified kitchen size Non-Downtown in primarily Mixed-use only with major hotel.  Not abutting primarily residential	100 m	500 m
Class 5 (501 - 950)	Primarily Commercial & industrial areas	500 m	750 m
Class 6 (950+)	Not abutting primarily residential or mixed-use	750 m	1 km

Note: Exceptions may be considered for an establishment located within a hotel or other major business/development with internal access, security, and additional impact reduction strategies

## APPENDIX G RESEARCH

*Table 1 Regulation of Liquor Establishment Location and Density in BC Cities*

City	Zoning	Policy/Guidelines	Other considerations
Burnaby	<ul style="list-style-type: none"> <li>Liquor establishments permitted in mostly commercial zones and some public and institutional zones.</li> <li>Some zones allow for more than 100-seat establishments (i.e. commercial zones/town centres) while all other zones where permitted, allow for 100 or fewer seat establishments.</li> </ul>	<ul style="list-style-type: none"> <li>Staff can apply Council approved guidelines to limit total number of karaoke bars through buffers.</li> <li>No buffers between liquor establishment and other land uses.</li> </ul>	<ul style="list-style-type: none"> <li>Do not regulate density of liquor establishments (where they can be located in relation to other liquor establishments) outside of karaoke guidelines.</li> </ul>
Kelowna	<ul style="list-style-type: none"> <li>Liquor establishments permitted in mostly commercial, mixed use, urban centres and some industrial zones.</li> <li>Permitted as a secondary use in other zones (i.e. Comprehensive Development Zones)</li> <li>Some zones limit size by floor area/capacity.</li> </ul>	<ul style="list-style-type: none"> <li>A liquor policy exists that is no longer used in most liquor application reviews:                             <ol style="list-style-type: none"> <li>Manages density (how many) and distribution (where) of liquor establishments</li> <li>Sets limits on size of establishments and distance from other establishments</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>Zoning by-law updated in 2022 and serves as the framework for where liquor establishments are permitted.</li> </ul>
Richmond	<ul style="list-style-type: none"> <li>Liquor establishments are permitted in some mixed-use and commercial zones.</li> <li>Sets limit on size of Neighbourhood Public House at 125 persons where permitted.</li> </ul>	<ul style="list-style-type: none"> <li>Establishes a minimum distance all liquor establishments must be from schools, parks or community centres (500m).</li> </ul>	<ul style="list-style-type: none"> <li>Does not regulate size of liquor establishment except Neighbourhood Public House.</li> <li>Does not regulate density of liquor establishments.</li> </ul>
Surrey	<ul style="list-style-type: none"> <li>Liquor establishments permitted in most commercial zones.</li> <li>Liquor service permitted within the <i>Entertainment Use</i>, provided a <i>Neighbourhood Pub</i> is also permitted within the Zone.</li> </ul>	<ul style="list-style-type: none"> <li>Provides location criteria where neighbourhood pubs should be located (i.e. proximity to residential use).</li> <li>Establishes a minimum distance of 400m all neighbourhood pubs should be from schools, children's parks, playgrounds.</li> </ul>	<ul style="list-style-type: none"> <li>Does not regulate size/capacity of liquor establishments.</li> <li>Does not regulate density of liquor establishments to each other or total number of establishments.</li> </ul>



<p>Victoria</p>	<ul style="list-style-type: none"> <li>• Two zoning by-laws (downtown and non-downtown).</li> <li>• Liquor establishments permitted in mostly central business districts and commercial zones and there is also site-specific rezoning that allows this use.</li> <li>• Some non-downtown zones that permit liquor establishments limit size of establishment by capacity/floor area.</li> </ul>	<ul style="list-style-type: none"> <li>• Policy guides how staff process an application.</li> </ul>	<ul style="list-style-type: none"> <li>• Does not generally regulate size/capacity of liquor establishments (historically, some site specific rezoning set conditions such as capacity and floor area).</li> <li>• Does not regulate density of liquor establishments to each other or total number of establishments.</li> </ul>
<p>Whistler</p>	<ul style="list-style-type: none"> <li>• Liquor establishments are permitted in mostly commercial and industrial zones and some comprehensive development, residential zones.</li> <li>• Whistler considers the Core Commercial 1 and 2 districts as their “entertainment” areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive liquor policy in place to guide the Liquor Licence Advisory Committee (LLAC) who provides feedback and recommendations to Council and staff on applications.</li> <li>• The policy guides staff and the LLAC to determine size of and where and how many liquor establishments should be permitted.</li> </ul>	<ul style="list-style-type: none"> <li>• The policy does not provide defined criteria on size, density and distribution of liquor establishments. Rather, it provides guidelines or considerations for staff/LLAC.</li> </ul>

**Provincial & City regulatory changes since 2006 that increased access to liquor in Vancouver:**

- Patios at Liquor Establishments
  - Enabled in 2007 (CoV)
  - Extended summer hours implemented, 2014 (CoV)
  - Limit on % of total seats removed, 2018 (CoV)
  - Increased opportunities for patios on private property, 2023 (CoV)
  - Year round patios, 2021 (CoV)
  - Outdoor liquor consumption spaces piloted, 2020 (CoV)
- Manufacturer lounges (Breweries, wineries, distilleries)
  - Enabled, 2013 (CoV)
  - Increase to 20% of stock from other manufacturers, 2016 (LCRB)
  - Patios enabled 2017 (CoV)
- Restaurants with Liquor Service
  - Liquor purchase without food allowed 2015 (LCRB)

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- Patron mobility with drinks (LCRB)
- Dual licensing enabled, 2016 (LCRB) (CoV)
- Non-traditional liquor serving Businesses
  - Eligible for Liquor Primary licence, 2016 (LCRB); 2017 (CoV)
- Liquor Establishments
  - Occupant Load calculations for liquor service area aligned with BC Fire Code; distancing policy exceptions up to 30% permitted to enable businesses to take advantage of new calculation, 2020 (CoV)

### **Change in Access to Liquor Establishments (pubs and nightclubs) since 2006**

Since 2006, the number of pubs and nightclubs licensed to operate in Vancouver has decreased slightly. In 2006 there were 179 and in 2023 there are 168.

## APPENDIX H STAKEHOLDER FEEDBACK

### Organizations, businesses and groups consulted

ÆGIR Consulting Inc.	Kissa Tanto Restaurant
After Dark Hospitality	Laowei and Bagheera
Alliance of Beverage Licensees	MJB Lawyers
American, Hero's Welcome	Mount Pleasant BIA
Bar Watch	MRG Group
BC Craft Brewers	Number 5 Orange
Cabana	Numbers Cabaret
Chinatown BIA	Paradox Hotel, Mansion
Collingwood BIA	Parq
Commodore – Live Nation	Point Gray BIA
DD Mau	Randall Olafson Consultants Ltd.
Downtown BIA	Rising Tide Consultants Ltd.
Fraser Street BIA	Strathcona BIA
Fringe Café	Dr. Sun Yat-Sen Garden
Gastown BIA	The Pint
Good Night Out	Thrive Advisors
Hightower Management (Pumpjack Pub, The Junction, GPO)	Heritage Vancouver Society
Hospitality Vancouver Association	West End BIA
IRL Group	

### BIA Members Survey - July 21 to August 22, 2023

Survey Instrument	Representation	# of Participants
Online survey	Members from 7 BIAs 1 non-member  BIA's represented: <ul style="list-style-type: none"> <li>• Fraser Street</li> <li>• Gastown,</li> <li>• Hastings North</li> <li>• Marpole</li> <li>• South Granville</li> <li>• Strathcona</li> <li>• West Broadway</li> </ul>	23

### Key Components of Distancing Policy, Stakeholder Feedback and Staff Comment

- 1. Reduce or remove distance requirements between establishments of the same size citywide**

Feedback overwhelmingly supported removal of distance requirements between establishments of the same size Downtown and outside of Downtown. Industry associations and business owners stressed that distancing requirements limit their ability to find suitable, affordable locations.

There was some support for retaining distance requirements between large establishments (Class 4, 5, and 6), particularly outside of Downtown.

Staff note that the current policy already allows for large establishments next to one another, for example a 500 person Class 4, next to a 750 person Class 5. Removal of distance requirements would allow two Class 4s to locate next to one another or two Class 5s.

## **2. Increase Class 2 Maximum Capacity beyond 150**

Staff heard support for increasing the maximum capacity of Class 2. Business operators noted that 150 maximum capacity, which includes staff, can be challenging for businesses that want to make space for live entertainment. The space required for a small stage and equipment reduces the number of customers that can enter the establishment. Stakeholders supported between 200 and 250.

Staff note that Class 2 is the current maximum size establishment allowed next to residential districts. Setting a new maximum capacity of 200 persons provides an immediate opportunity for a 33 % increase to existing businesses (pending site and building suitability), and helps to retain livability for neighbourhood residents.

## **3. Size of establishments next to residential districts**

Feedback was mixed on retaining smaller Class 2 establishments as the largest Class next to residential districts. Some stakeholders felt that businesses should be able to determine the size of establishment appropriate to an area. Some supported up to Class 3 next to residential. Others agreed that Class 2 with an increase to 200 maximum capacity is appropriate.

Staff note that removal of distancing requirements enables increased density next to residential districts. Retaining the Class 2 limit can help to maintain neighbourhood livability and residents from the nuisance that can accompany larger establishments.

The proposed policy makes exception for establishments located in hotels or major business developments so there are opportunities for larger establishments that might be located next to residential districts.

## **4. Granville Entertainment District (GED): remove moratorium from all or some size establishments**

Industry stakeholders were overwhelmingly in support of removing the GED moratorium on establishments of all sizes. The central view is that the GED will benefit from new operators who will diversify offerings and bring in more and new customers. Some stakeholders expressed the view that the moratorium in the GED has impeded positive change in that area because existing operators do not face competition.

Not all owners favour removal of the moratoria. A few reported that new competition for a limited customer base is unwelcome at a time when businesses are struggling to recover from the pandemic, and face on-going challenges including staff shortages, payroll increases, and inflation.

Business Improvement Associations did not take official positions. Feedback included the view that new businesses can draw new customers, and more businesses open during day and evening hours can help to improve safety in the area.



Staff heard strong concern from some non-industry stakeholders that removing the moratorium in the GED risks increased harms to public health and safety, particularly from late night disorder including assault and sexual assault, and over-consumption of liquor. Populations including women and other equity deserving groups were identified as being at high risk of violence. Immediate health harms to individuals associated with over-consumption of liquor were also identified. These stakeholders either do not support additional pubs and nightclubs, or support smaller size establishments only.

Feedback from Good Night Out Vancouver suggested the City require staff training in sexual violence prevention.

Barwatch suggested the City require all new establishments to participate in the Barwatch program.


Staff agree that expanded opportunities for pubs and nightclubs risk increasing harms to public health and safety and must be accompanied by new and on-going measures to protect public health and safety for residents and for visitors. Through the Granville Street Planning process staff will work with stakeholders to develop an equitable approach and recommendations to address public safety in the GED. Early recommendations that are being explored include a sobering space, drop-in service for survivors of gender based violence, and increased funding for evening street outreach.

#### **5. Delegation of authority for recommendations to the Province on Liquor Primary applications**

Industry organizations, business owners and industry consultants support this change noting that any changes that can speed up processing of applications are welcome.

**APPENDIX I  
VANCOUVER COASTAL HEALTH SUBMISSION  
(SEE NEXT PAGE)**

This is Exhibit " G " referred to in the  
affidavit of Carven Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

## MEMORANDUM

October 5, 2023

TO: Mayor and Council

CC: Paul Mochrie, City Manager  
Armin Amrolia, Deputy City Manager  
Karen Levitt, Deputy City Manager  
Maria Pontikis, Chief Communications Officer, CEC  
Rosemary Hagiwara, Acting City Clerk  
Teresa Jong, Administration Services Manager, City Manager's Office  
Mellisa Morphy, Director of Policy, Mayor's Office  
Trevor Ford, Interim Chief of Staff, Mayor's Office  
Lon LaClaire, General Manager, Engineering Services  
Sandra Singh, General Manager, Arts, Culture and Community Service

FROM: Doug Smith  
Acting General Manager, Planning, Urban Design and Sustainability

SUBJECT: Memo - Granville Street Planning: Phase 1 Engagement Summary and Update on Next Steps

RTS #: 15410

This memo provides a summary of Phase 1 engagement findings for the *Granville Street Planning* process and an update on key next steps for Phase 2 work.

### Phase 1 Engagement

Please find attached the Phase 1 Engagement Summary: Vision and Objectives report for the Granville Street Planning process. This report summarizes the key findings that were gathered through multiple engagement activities, between June 1 and August 31, 2023. These findings have confirmed a bold new vision for Granville Street, and will inform emerging policy directions and recommended actions that will be developed in the next phase of the project.

Key highlights of Phase 1 engagement include:

- Collected over 10,300 comments (in six different languages) and had over 190,000 interactions (in-person and online) from the online survey and twenty-one (21) events.
- Collaborated with Downtown Van (BIA) and other key stakeholders, to both broaden and deepen opportunities to engage, including the Granville Street Block Party.



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- Overall, the feedback has been positive with strong support for the proposed vision statement and objectives for Granville Street and the Granville Entertainment District (GED) as 77% of participants surveyed agreed with the vision statement.
- Specific priorities include the protection and enhancement of arts and culture spaces; more patios and places to sit, gather and celebrate; safe, reliable and accessible transit; and introducing new and exciting businesses and events throughout the day and night.
- However, concerns regarding safety and the perception of safety remain a priority in the area (87% of survey participants said they felt 'unsafe' or 'uncomfortable' on Granville Street), and there is a strong desire to create a safer and more inclusive nightlife experience.

## Next Steps

Staff will continue to work with the public and stakeholders to develop and test ideas to help implement the vision, and bring forward recommendations to Council in 2024. Staff will also continue to advance development proposals in alignment with the Granville Street Planning process, through the Council adopted Granville Street Interim Rezoning Policy (IRP), including 800 Granville and those proposals that support the delivery of much needed hotel space in the downtown.

Through the next phase of work, the project team will engage a multidisciplinary design consultancy to develop an Urban Design Framework for Granville Street that provides an integrated approach to public space, building design, signage and lighting in the area. A request for proposals will be released shortly seeking consultants with expertise in entertainment districts and destination high streets.

In addition to the medium-term concepts that will be explored through the design consultancy, staff are developing an immediate work program for pilots and streetscape improvements in the area. This work will provide near-term benefits, while also serving as the first steps in phased implementation of the vision.

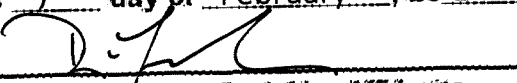
Staff will continue to provide Council with updates on the progress of this project as we advance this work with the public and stakeholders.

Should you have any questions please reach out to me at [doug.smith@vancouver.ca](mailto:doug.smith@vancouver.ca).



Doug Smith  
Acting General Manager, Planning, Urban Design and Sustainability  
604.829.4308 | [doug.smith@vancouver.ca](mailto:doug.smith@vancouver.ca)

This is Exhibit " H " referred to in the  
affidavit of Carven Sui  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24



A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

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THIS AGREEMENT is made as of the 8 day of July, 2017

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at 453 West 12th Avenue, in the City of Vancouver, in the Province of British Columbia V5Y 1V4

(the "Landlord")

AND:

CINEMA PUBLIC HOUSE LTD. (Incorporation No. BC0851050) 302-1110 Hamilton Street, in the City of Vancouver, in the Province of British Columbia V6B 2S2

(the "Tenant")

Premises:

901 Granville Street, Vancouver, BC

Term:

Five (5) Years, Commencing April 1, 2018

Rent:

The Rent is as follows:

Year 1: \$240,020.48 per annum (\$66.97 psf) plus GST;  
Year 2: \$245,253.12 per annum (\$68.43 psf) plus GST;  
Year 3: \$250,557.44 per annum (\$69.91 psf) plus GST;  
Year 4: \$255,897.60 per annum (\$71.40 psf) plus GST;  
Year 5: \$261,273.60 per annum (\$72.90 psf) plus GST.

Rent Review: N/A

Option to Renew:

One - Five (5) Year Renewal Term.

Early Termination:

N/A

  
initials

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initials

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A. The Landlord is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address as 901 Granville Street, Vancouver, and legally described as:

Parcel Identifier Number 012-849-243, 012-849-235  
Lot 37 and 38  
Block 72  
District Lot 541  
Plan 210

which lands and premises are hereinafter called the "Building";

B. The Tenant has requested that the Landlord lease the portion of the Building as set out on Schedule "A" attached hereto (the "Premises") to the Tenant as hereinafter provided; and

C. The Landlord's Council, by resolution made at its meeting the 13th day of June, 2017, resolved to lease the Premises to the Tenant upon the terms and conditions hereinafter set out.

NOW THEREFORE In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the conditions set out hereunder:

#### ARTICLE 1

##### Section 1.1 Term

In consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of five (5) years commencing on the 1st day of April, 2018 and expiring at 11:59 p.m. on the 31st day of March, 2023 (the "Term").

Section 1.2 Early Termination - Intentionally Deleted

##### Section 1.3 Rent

The rent, plus GST (the "Rent") shall be paid by the Tenant in advance in equal monthly payments on the first day of each month of the Term at the rate set out below commencing April 1, 2018. The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease.

  
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Year of the Term	Rent per sq. ft. of Rentable Area	Per Annum	Per Month
Year 1	\$66.97	\$240,020.48	\$20,001.71
Year 2	\$68.43	\$245,253.12	\$20,437.76
Year 3	\$69.91	\$250,557.44	\$20,879.79
Year 4	\$71.40	\$255,897.60	\$21,324.80
Year 5	\$72.90	\$261,273.60	\$21,722.80

Free Rent Allowance:

Landlord will provide renovation assistance for Tenant to improve the Premises in the form of free rent, up to a maximum of one month Rent (excluding GST). The improvement /renovation must be enduring nature, be integral to the Premises and is a benefit to both Landlord and Tenant. Tenant shall not carry out any renovation or any alternation to the Premises without prior written consent of the Landlord. Upon completion of the renovation and Tenant shows proof of receipts that improvement is completed, Landlord will waive a maximum of one month rental payment. In the event the proposed renovation has not commenced by March 31, 2020, the free rent allowance will be forfeited.

Section 1.4 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this lease shall be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Landlord's Director of Real Estate Services specified in Section 15.1 or such other place as the Landlord may designate from time to time in writing to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit; and
- (d) deemed to be rent, in partial consideration for which this lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent as the Landlord has for default in payment of rent.

Section 1.5 Utilities

  
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The Tenant shall pay all charges, rates and levies on account of utilities including heat, electricity, gas, recycle, garbage, organic waste collection, telephone and cablevision and all other expenses and outgoings relating to the Premises immediately when due and, upon request, provide the Landlord with receipts evidencing such payment. For clarification, the water utilities are included in the total Rent payment.

**Section 1.6 Use of Premises**

The Tenant will not use or occupy, nor suffer or permit the use of the Premises or any part thereof for any purpose other than Restaurant and Pub with a maximum capacity of fifty (50) liquor primary seats and ninety-two (92) food primary seats (the "Permitted Use"). Without limiting the generality of the foregoing, the Tenant shall not at anytime suffer, permit or allow any person to occupy the Premises for residential purposes. [The Tenant covenants and agrees that no area of the Premises may be used for a dance floor. In the event that the regulatory disallows the use of 50 liquor primary seats, the Tenant is still bound by the terms and conditions of this Lease and may continue operate the Premises as a restaurant.

The Tenant will not use, or suffer or permit the use of, any part of the Premises in such a manner as to cause, suffer or permit any annoying noises or offensive odours to emanate from any part of the Premises.

By agreeing to the Tenant using the Premises for the Permitted Use, the Landlord is agreeing as the owner of the Premises only and is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto and other relevant by-laws. Nothing in this Section 1.6 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

**Section 1.7 Interest on Arrears**

Whenever and so long as the Rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the Landlord has demanded payment. In this lease, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this lease. The Tenant shall also pay the Landlord's standard charge levied on N.S.F. cheques.

**Section 1.8 Security Deposit**



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The Tenant shall lodge with the Landlord a security deposit of \$20,883.37. At all times the deposit shall stand charged with a lien in favour of the Landlord which shall be in priority to any claims of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. The Landlord may satisfy any claims it may have against the Tenant arising hereunder, whether liquidated or otherwise, by forthwith applying the deposit or any portion thereof to payment of such claims. In the event that the Landlord appropriates all or any portion of the deposit in payment of such claims, the Tenant shall forthwith replenish the deposit upon notice from the Landlord and failing such replenishment the Landlord may terminate this lease. Subject to any claims by the Landlord, upon termination of this lease the balance of the deposit shall be remitted to the Tenant PROVIDED HOWEVER no interest shall be payable on the deposit. The Landlord shall not be obliged to apply any or all of the deposit to any claims it may have against the Tenant before terminating this lease or having recourse to any other remedy. The deposit shall not be refundable upon assignment. The assignor and assignee between themselves shall make whatever adjustment they deem appropriate.

Section 1.9 Taxes - Intentionally Deleted

Section 1.10 Goods and Services Tax

The Tenant shall pay when due all goods and services taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of or that would not be payable but for the rights and obligations contained in this lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Tenant to the Landlord. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 1.11 Rent Review - Intentionally Deleted

Section 1.12 Naming Rights

The Tenant shall not name or rename, or sell the right to name or rename to a third party, the Premises or the Licensed Area, or any portion thereof (including individual rooms), without first having obtained the consent in writing of the Landlord, which consent may be withheld.

Section 1.13 Excess Rent

Notwithstanding any other provision in this lease, if as a result of any assignment, sublease, setting over, or otherwise parting with possession of the Premises or letting any third party into possession of the Premise the Tenant directly or indirectly receives from the assignee, subtenant or occupant (collectively referred to herein as the "Transferee") any payment, fee or any other consideration, whether in the form of cash, negotiable instrument, goods, services or in any other form whatsoever (the "Consideration") which is in excess of the

  
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Rent or any other amount payable by the Tenant to the Landlord under this lease then such Consideration will be deemed to be and will be rent payable to the Landlord under this Lease, payable at the same time as such Consideration is payable by the Transferee to the Tenant.

ARTICLE 2

Section 2.1 No Damage

The Tenant shall not suffer, cause nor permit any damage or injury to the Premises other than reasonable wear and tear.

Section 2.2 Snow off Sidewalks

The Tenant covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law of the City of Vancouver and that it will indemnify and save harmless the Landlord from all costs, loss, damages, compensation and expenses suffered by the Landlord and sustained or caused by the Tenant's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Tenant does not remove snow and ice as required by the Street and Traffic By-law, the Landlord may clear the sidewalks and the cost of such removal shall be paid by the Tenant to the Landlord.

Section 2.3 Renovations

The Tenant shall not carry out or cause to be carried out any additions, renovations or alterations to the Premises or redecoration of the Premises ("Alterations") without the Landlord's prior written consent and in the giving of such consent the Landlord may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this lease. All such works shall be wholly at the Tenant's expense but shall be the Landlord's absolute property except to the extent that the same may be reasonably categorized as trade fixtures.

By consenting to any Alterations, the Landlord is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Alterations are permitted under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto, the City of Vancouver Building By-law No. 6134 and amendments thereto, and other relevant by-laws. No consent given by the Landlord (and no failure to enforce this section of this lease) will affect the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

Section 2.4 Maintenance

The Tenant shall maintain the Premises, both interior and exterior, in a sanitary, neat, tidy and safe condition and free from nuisance at all times. The Tenant is responsible for the repair and maintenance of the exterior awning the executively serve the Premises.

Tenant is responsible for the costs of regular service, maintenance, repair and replacement of the HVAC units that executively serve the Premises.

  
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Section 2.5 Repairs

The Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of such premises, reasonable wear and tear and structural elements or defects excepted, and the Landlord shall have access to the Premises for purpose of inspection during normal business hours and the Tenant shall repair according to notice. Without limiting the generality of the foregoing, the Tenant will promptly replace at its own cost and expense all damaged awning, glass, plate glass, doors and windows (whether exterior or interior) within the Premises unless such damage is caused by the negligence of the Landlord. If the Tenant shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Tenant, and the Landlord and its employees, agents, contractors and subcontractors shall not be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

Section 2.6 Liens and Encumbrances

In connection with all labour performed in, or materials supplied for, the making, erection, installation or alteration of any work or installations made by or for the Tenant in the Premises, the Tenant will comply with all the provisions of the Builders Lien Act, as amended or substituted from time to time, and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.

The Tenant will not create any mortgage, security agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures or permit any such mortgage, security agreement or other encumbrance to attach to the Premises.

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefore arise or are filed or any such mortgage, security agreement or other encumbrance attaches to the title to the Premises, the Tenant will, within fifteen (15) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. Provided however, that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien, the Tenant will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefore, and such costs as the court may direct. This section shall not prevent the Tenant mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures.

Pursuant to Section 3(2) of the Builders Lien Act, the Landlord may file in the Land Title Office notice of its fee simple interest in the land on which the Premises are located, as

  
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is required by law to ensure that the Landlord's title does not become charged with liens related to this lease.

**ARTICLE 3**

**Section 3.1 Limitation of Liability**

The Landlord and its officers, employees and agents shall not be responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Tenant or by any other person who may be in or about the Premises; or
- (b) any loss or damage of any nature whatsoever, however caused, to the Premises, any property belonging to the Tenant or to any other person while such property is in or about the Premises,

whether in the course of the performance of the Landlord's obligations under this lease or otherwise, unless resulting from the negligence of the Landlord.

**Section 3.2 Exclusion of Liability**

The Landlord and its officers, employees and agents shall not under any circumstances be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by the Tenant or by its officers, employees or agents or any other person who may be in or about the Premises, or any loss or damage of any nature whatsoever to the Premises or to any property belonging to the Tenant or to its officers, employees or agents or to any other person while such property is in or about the Premises,
  - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Premises; or
  - (ii) however caused, if the Landlord or its officers, employees or agents enter upon the Premises in the case of an emergency;
- (b) any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Tenant or its officers, employees or agents;
- (c) any business, economic or indirect loss or damage suffered or sustained by the Tenant or its officers, employees or agents of any nature whatsoever, however caused; or

  
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- (d) any loss which the Tenant is obligated to insure against hereunder or has insured against.

### Section 3.3 Indemnification

The Tenant agrees to indemnify and save harmless the Landlord and its officers, employees and agents in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from the occupation or possession of the Premises by the Tenant, and in respect of all costs, expenses and liabilities incurred by the Landlord in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining thereto and the liabilities or obligations incurred or sustained by or imposed upon the Landlord or in respect of any of its officers, employees or agents, and in respect of any loss, cost, expense or damage suffered or incurred by the Landlord arising from any breach by the Tenant of any of its covenants and obligations under this lease, PROVIDED HOWEVER the Tenant's covenant to indemnify and save harmless the Landlord and its officers, employees and agents shall not apply to the extent that the loss or damage is caused by negligence on the part of the Landlord or its officers, employees and agents.

## ARTICLE 4

### Section 4.1 Definitions

In this lease, the following words and expressions shall have the following meanings:

- (a) "Environment" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease;
- (b) "Hazardous Substances" means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, ureaformaldehyde, asbestos materials, underground tanks, compounds known as chlorobiphenyls, Pollutants, contaminants, hazardous, corrosive or toxic Substances, special waste or waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licenced by any federal, provincial or municipal authority;
- (c) "Medium" means any land, water or air and includes the Premises;
- (d) "Pollute" is a verb which means to Release into or onto any Medium any Substance that:
  - (i) alters the physical, biological or chemical nature of that Medium;

  
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- (ii) alters the capacity of the Medium to support any living thing, whether animal or plant life;
- (iii) injures or is capable of injuring the health or safety of a person in, on or near the Medium;
- (iv) injures or is capable of injuring property or any life form in, on or near the Medium;
- (v) interferes with or is capable of interfering with visibility or the dispersion of light or any photochemical activity within the Medium;
- (vi) interferes with or is capable of interfering with the normal conduct of business in, on, near or from the Medium;
- (vii) causes or is capable of causing physical discomfort to a person in, on or near the Medium;
- (viii) damages or is capable of damaging the Environment; or
- (ix) is Waste,

and "Polluted" is an adjective, and "Pollution" and "Pollutant" are nouns, which have meanings that correspond to the meaning contained in this paragraph;

- (e) "Release" includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (f) "Waste" has the meaning given to it in the Environmental Management Act, S.B.C. 2003, c. 53, as amended or substituted from time to time but if the Environmental Management Act is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act; and
- (g) "Substance" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease.

**Section 4.2 Suitability of the Premises**

The Tenant acknowledges and agrees that the Landlord, either itself or through its officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officers, employees or agents as to:

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for any business, activity or purpose whatever;

  
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- (c) the suitability of the Premises for use by the Tenant;
- (d) the existence, nature or extent of any Pollution on or of the Premises; or
- (e) the need to take any remedial action in relation to any Pollution on or of the Premises.

**Section 4.3 Tenant's Inspection of the Premises**

The Tenant acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for use by the Tenant;
- (c) the existence, nature or extent of any Pollution on the Premises; and
- (d) the need to take any remedial action in relation to any Pollution on or of the Premises;

and the Tenant has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Premises are being leased to the Tenant on an "as is" basis.

The Tenant hereby assumes any and all duties, obligations or liabilities under any relevant law in respect of the Premises, including but not limited to any costs, expenses or liabilities for any remedial action for any Pollution of the Premises caused by the Tenant during the Term.

**Section 4.4 Release and Indemnification**

The Tenant hereby releases the Landlord and its officers, employees and agents from any and all costs, expenses, damages, losses or liabilities that may be incurred or suffered by the Tenant by reason of or resulting from or in connection with or arising in any manner whatsoever out of:

- (a) the Premises not being suitable for use by the Tenant;
- (b) the Premises being, or being found to be at any time, Polluted; or
- (c) the need to take any remedial action and the taking of such action as a result of such Pollution on or off the Premises.

The Tenant shall indemnify, defend and save harmless the Landlord in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property outside the Premises, arising out of or in any way connected with the

  
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manufacture, storage, transportation, handling and discharge of Hazardous Substances on or from the Premises by the Tenant or any one for whom the Tenant is responsible in law.

Section 4.5 Removal of Hazardous Substances

The Tenant shall not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances and if at any time there shall be any Hazardous Substances upon the Premises or a part thereof as a result of the breach of this covenant, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.5.

Section 4.6 Breach of Laws Relating to Hazardous Substances

Without limiting the generality of Section 4.5, the Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws and regulations from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence thereunder or a breach thereof and, if the Tenant shall, either alone or with others, cause or suffer the happening of such event, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Section 4.6;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Premises or, if

  
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such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.6.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this Section 4.6 as a result of such occurrence.

If any governmental authority having jurisdiction shall require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises during the Term, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. AND the Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant, pursuant to Section 10.7 of this lease.

**Section 4.7 Enquiries Pertaining to Hazardous Substances**

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises and the Premises including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

**Section 4.8 Landlord's Inspection of Goods**

The Landlord may at any time and from time to time inspect the Tenant's goods upon the Premises and the Tenant's records relating thereto for the purpose of identifying the nature of the goods and the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing.

**Section 4.9 Ownership Remains With Tenant**

If the Tenant shall bring or create upon the Premises any Hazardous Substances or suffer the bringing or creation upon the Premises of any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substance upon the Premises then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises and notwithstanding the expiry or earlier termination of this lease.

**Section 4.10 Environmental Covenants Survive Termination**

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The obligations of the Tenant in this Article 4 shall survive the expiry or earlier termination of this lease save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Tenant; but having commenced such work, the Landlord shall have no obligation to the Tenant to complete such work.

#### ARTICLE 5

##### Section 5.1. Tenant's Insurance

The Tenant shall, without limiting any of its obligations or liabilities under this lease, obtain and continuously carry during the term of this lease at its own expense and cost, insurance coverage with minimum limits of not less than those specified, as follows:

- (a) comprehensive general liability insurance with limits of \$5,000,000 dollars per occurrence or such higher limit of coverage as the Landlord's Director of Risk Management may require from time to time and the policy shall:
  - (i) indemnify and protect the Tenant, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises;
  - (ii) insure the Tenant, the Landlord and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
  - (iii) add the Landlord, its officials, officers, employees and agents as additional Insureds;
  - (iv) include All Risk (Broad Form) Tenant's Legal Liability insurance for an amount equal to the full replacement cost of the Premises, but not less than \$910,000, such coverage to include the activities and operations conducted by the Tenant and third parties in the Premises;
  - (v) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this lease and Commercial General Liability insurance coverage to include Liquor Liability.

  
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- (vi) provide for a limit of deductibility not greater than Two Thousand Five Hundred Dollars (\$2,500.00), with the exception of claims arising from forceable ejection where the limit of deductibility shall be not greater than Three Thousand Five Hundred Dollars (\$3,500.00) or such other minimum limit as the Landlord's Director of Risk Management may sanction from time to time, acting reasonably.
- (b) All Risk (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Tenant is legally liable or installed by or on behalf of the Tenant (and which is located in the Premises), including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any display model, project, prototype, tool, instrument or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. The City of Vancouver shall be added as named insured and loss payee for its interest.
- (c) Tenant shall carry All Risk Blanket Plate Glass insurance against damage or breakage of glass within the Premises (whether exterior or interior).

**Section 5.2 General Requirements of Insurance**

The following shall apply to all insurance policies:

- (a) the policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 30 days prior written notice of material change or cancellation. Notice shall be given to the City of Vancouver, c/o Risk Management Division, Attention: Insurance Administrator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises;
- (b) neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this lease with respect to liability of the Tenant or otherwise;
- (c) the insurance coverage shall be primary insurance as respects the Landlord and any insurance or self-insurance maintained by or on behalf of the Landlord, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it; and
- (d) subject to the provisions of this Article 5, the Tenant shall provide at his/their own cost any additional insurance which the Tenant is required by law to provide or which the Tenant considers necessary.

**Section 5.3 Evidence of Insurance**

  
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Prior to the commencement of the lease, the Tenant shall provide evidence of each policy of insurance required to be taken out by the Tenant in the form of a City of Vancouver Certificate of Insurance. If required by the Landlord, the Tenant shall provide certified copies of the policies signed by the insurers. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the Landlord may secure such insurance and the Tenant shall pay the cost of same as additional rent.

**ARTICLE 6**

**Section 6.1 Termination on Damage or Destruction**

If the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Tenant or convenient access to the Premises cannot be had, all as determined by the Landlord in its sole discretion, the Landlord may, at its option, elect to not rebuild or repair the Premises and may terminate this lease and the Tenant's liability for rent will end as of the date of such damage or destruction but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

**Section 6.2 Repair of Damage or Destruction**

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within 60 calendar days of the occurrence of the damage or destruction. If the Landlord does not initiate the rebuilding or repairing within such time period or, having commenced rebuilding or repairing, does not prosecute same to completion with reasonable dispatch, then the Tenant may give the Landlord 14 calendar days notice of the termination of this lease but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

**Section 6.3 Abatement of Rent**

In the event of damage or destruction to the Premises to the extent that the Premises or part of the Premises are rendered unusable or convenient access to the Premises cannot be had, which in either case is not caused by the default or negligence of the Tenant or those for whom it is responsible in law, the rent will abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined in the opinion of the Landlord and such abatement will continue only so long as the Landlord determines its continuance to be reasonable.

**ARTICLE 7**

**Section 7.1 Assignment**

The Tenant shall not assign its leasehold interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may not unreasonably

  
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withhold but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the lease, then the Landlord may withhold its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee.

Any amalgamation of the Tenant with any other party, and any change of effective control of the Tenant, will constitute an assignment of the Tenant's interest under this lease and will be subject to all of the provisions of this Section 7.1. Change of effective control of the Tenant includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Tenant or the business required to be carried on in the Premises.

#### Section 7.2 Subleasing

The Tenant shall not sublease, license, set over or otherwise part with possession of the Premises or let any third party into possession of the Premises save and except upon written consent of the Landlord, which consent the Landlord may not unreasonably withhold.

#### Section 7.3 Assignment of Sublease Rent

Notwithstanding Section 7.2 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sublease, license or occupation agreement with any third party, which assignment shall supersede any provisions regarding the Tenant in bankruptcy and any claims of the creditors of the Tenant whether by execution, attachment, garnishing order or otherwise PROVIDED HOWEVER the Landlord agrees to refrain from enforcing the said assignment so long as the Tenant shall not be in default in the payment of rent or the performance or observance of its covenants hereunder. Upon the Tenant falling into default in the payment of its rent or the performance or observance of its other covenants hereunder, the Landlord may forthwith direct the sub lessee, licensee or such other third party to pay to the Landlord the sublease rent, license fees or other monies as would otherwise be owing to the Tenant from time to time and the payment of such monies to the Landlord shall pro tanto discharge the sub lessee's, licensee's or other third party's obligations to the Tenant and the Landlord shall apply such monies to the rent and the performance and observance of the Tenant's covenants hereunder notwithstanding any claims on the part of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. If the sub lessee, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sublease, license or other third party agreement shall cease and determine and the Landlord may forthwith re-enter the subleased, licensed or occupied portion of the Premises and arrange for new occupants thereof whose occupation shall be subject to the provisions of this paragraph.

#### Section 7.4 Mortgage of Lease

Under no circumstances whatever may this lease be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.

  
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ARTICLE 8

Section 8.1 Bankruptcy

If the Term or any of the goods or chattels of the Tenant are at any time seized or taken in execution by any creditor of the Tenant, or if the Tenant makes a general assignment for the benefit of creditors, or if the Tenant institutes proceedings to have the Tenant adjudicated as bankrupt or insolvent, or if the Tenant becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Tenant bankrupt or insolvent, or if the Tenant is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Tenant's property shall be appointed or applied for by the Tenant or by one or more of the Tenant's creditors, then the Landlord shall be so notified and the then current rent plus an additional three (3) months current rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears of rent and, at the option of the Landlord, the Term is subject to termination forthwith. If the Tenant becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Landlord or if a committee is appointed under the Patients Property Act, R.S.B.C. 1996, c. 349, as amended or substituted from time to time, to lawfully deal with the Tenant's estate then at the option of the Landlord the Term shall forthwith terminate. If the Tenant surrenders up its certificate of incorporation or otherwise ceases to exist the Term terminates as of such surrender or dissolution. If the Tenant is a natural person, at any time after the Tenant's death the Landlord may terminate the Term upon sixty (60) days notice to any executor or administrator of his estate.

ARTICLE 9

Section 9.1 Statutes and By-laws

The Tenant covenants to promptly and faithfully observe and comply with all federal, provincial or civic statutes, by-laws, regulations and orders now or hereafter which are in force and in effect which touch and concern the Premises or the Tenant's activities within the Premises, including, without limitation, any applicable environmental guidelines, and any amendments thereto, which deal with environmental protection and safety and/or Hazardous Substances. If any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Tenant shall perform and observe same at his own expense in the place and stead of the Landlord.

Section 9.2 Quiet Enjoyment

Subject to the provisions of this lease and subject to the provision that nothing contained or implied herein shall prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the Vancouver Charter, S.B.C. 1953, c. 55, as amended or substituted from time to time, and the rights and powers of the Landlord under all of its public and private statutes, by-laws and regulations, all of which may be as fully and

  
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effectively exercised in relation to the Premises as if this lease had not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

Section 9.3 Performance of Obligations

The Tenant covenants with the Landlord to faithfully and promptly pay the rent and perform and observe its obligations herein.

Section 9.4 No Registration of Lease

The Landlord is not obligated to deliver this lease in registrable form. The Tenant shall not register this lease in the Land Title Office.

ARTICLE 10

Section 10.1 Breach of Covenants

If and whenever:

- (a) any Rent payment or any part thereof is not made on the day appointed for payment thereof; or
- (b) the Tenant is in default in the payment of any money, other than Rent, required to be paid by the Tenant under the terms of this lease and such default continues for ten (10) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Tenant to pay the same; or
- (c) the Tenant defaults in performing or observing any of the provisions of this lease other than those requiring payment of money to the Landlord and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or
- (d) the Premises are vacated or unoccupied for ten (10) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the Landlord; or
- (e) the Premises are abandoned by the Tenant; or
- (f) this lease is terminated;

then and in every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forcible entry if necessary, to re-

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enter into and upon the Premises, and to terminate this lease by leaving upon the Premises notice in writing of such termination. If the Landlord terminates this lease pursuant to this section, or otherwise as a result of default of the Tenant, there shall immediately become due and owing to the Landlord, in addition to any other sums payable to the Landlord hereunder as damages suffered by the Landlord as a result of the Tenant's breach, the then current month's rent, together with the rent accruing for the remainder of the Term. This provision for notice and termination shall not be construed so as to delay or supercede any specific remedy to which the Landlord may have recourse in this lease.

#### Section 10.2 Distraint

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this lease) and the costs of the seizure and sale. The Tenant further agrees that if it abandons the Premises and any arrears of rent remain unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and property of the Tenant at any place to which the Tenant or any other person may have removed them from the Premises, in the same manner as if such goods and property had remained in, about or upon the Premises.

#### Section 10.3 Right to Re-let

If the Landlord becomes entitled to re-enter the Premises the Landlord shall have the right, if it thinks fit, to enter the Premises as the agent of the Tenant either by force or otherwise without being liable for any prosecution therefor, and as agent of the Tenant to re-let the Premises or any part or parts thereof at the risk of the Tenant and, as agent for the Tenant, to receive the rent therefor and, as agent for the Tenant, to take possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the Landlord's cost of so entering and re-letting, then to interest on amounts due by the Tenant to the Landlord hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the Landlord on account of the rent due hereunder to the Landlord.

#### Section 10.4 Forfeiture

The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event the Tenant shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the Landlord re-enters the Premises following the occurrence of any default by the Tenant hereunder, or if this lease is terminated before the expiration date thereof originally fixed herein.

#### Section 10.5 Remedies Generally

Mention in this lease of any particular right or remedy of the Landlord in respect of the default by the Tenant shall not preclude the Landlord from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for

  
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in this lease. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed or performed, the Tenant's only remedy (except where another remedy is expressly provided herein, in which event the Tenant shall be restricted to that remedy) shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that the Tenant has suffered as a result of a breach (if established) by the Landlord in the observance and performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed and performed. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of the Landlord and the Tenant created hereby, the Tenant's use or occupancy of the Premises or any claim for any injury. In the event the Landlord commences any action or proceeding for non-payment of rent, the Tenant agrees not to interpose any counterclaim of any nature or description in any such action or proceeding. In the event of any breach or threatened breach by the Tenant of any of the terms and provisions of this lease, the Landlord shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Tenant hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, whether by a renewal or extension option herein contained or by separate agreement, the Landlord may cancel such option or agreement for renewal or extension of this lease, upon written notice to the Tenant.

Section 10.6 Expenses

If any legal proceeding is brought for recovery of possession of the Premises, for the recovery of rent or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord as additional rent, upon demand, all costs and expenses incurred therefor (including without limitation, all professional and consultant fees, and all legal fees on a solicitor and his own client basis, disbursements, and all court costs and expenses of any legal proceeding; and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" shall include the pro-rata portion of the wages, salaries and all other remuneration of the Landlord's officers and employees reasonably attributed to the matter).

Without limiting the generality of the immediately preceding paragraph or any other provisions of this lease, the Tenant shall pay to the Landlord, as additional rent upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this Section 10.6) which the Landlord may incur or pay out by reason of, or in connection with:

- (a) any proceeding by the Landlord to terminate this lease or for the recovery of possession of the Premises or for the recovery of rent;

  
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- (b) any other proceeding by the Landlord against the Tenant or any indemnitor;
- (c) any distress levied by the Landlord against the Tenant's goods, chattels and inventory or any of them on the Premises for the recovery of rent;
- (d) any default by the Tenant in the observance or performance of any obligations of the Tenant under this lease whether or not the Landlord commences any proceeding against the Tenant or any indemnitor;
- (e) any proceeding brought by the Tenant against the Landlord (or any officer, employee or agent of the Landlord) in which the Tenant fails to secure a final judgment against the Landlord;
- (f) any other appearance by the Landlord (or any officer, employee or agent of the Landlord) as a witness or otherwise in any proceeding whatsoever involving or affecting the Landlord, the Tenant, this lease, the indemnity agreement (if any) or the Premises;
- (g) any amendment, modification or change in any of the terms of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such amendment, modification or change is finally agreed on);
- (h) any renewal, extension, surrender, or release of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such renewal, extension, surrender or release becomes effective);
- (i) any transfer of this lease (and any request or negotiations pertaining thereto, whether or not such transfer is approved and finally agreed on); and
- (j) any Alterations of or to the Premises (and any request or negotiations pertaining thereto, whether or not such Alterations are approved and finally agreed on).

The Tenant's obligations under this Section 10.6 shall survive the expiration or earlier termination of this lease.

**Section 10.7 Landlord May Remedy Tenant's Default**

If the Tenant fails to pay, when due, any amount required to be paid by the Tenant pursuant to this lease, the Landlord, after giving two (2) days' notice in writing to the Tenant, may, but shall not be obligated to, pay all or any part of it. If the Tenant is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Tenant pursuant to this lease), the Landlord may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency) having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required, including, without limitation, entering upon the Premises and doing such things upon or in respect of the Premises or any part thereof as the Landlord

  
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considers requisite or necessary. All expenses incurred and expenditures attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 10.7, shall be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord shall have no liability to the Tenant or any other person for any claims resulting from any such action, entry or performance of any work by the Landlord upon the Premises.

**Section 10.8 Security Agreement**

- (a) The Tenant hereby grants to the Landlord a security interest ("Security Interest") in all of the Tenant's personal property of any kind including, without limiting the generality of the foregoing, all goods, chattels, trade fixtures, furniture, equipment, inventory, stock-in-trade, chattel paper, instruments, documents of title, supplies, securities, the business on the Premises, accounts receivable, book debts and intangibles (collectively, "Collateral") which are or may be at any time hereafter on the Premises or elsewhere, to secure the payment of all rent and the fulfillment of the other obligations of the Tenant under this lease. Except for the Security Interest, the Tenant agrees that all Collateral on the Premises shall be the unencumbered property of the Tenant. The Tenant agrees to enter into, on the Landlord's request, a separate security agreement, mortgage or similar other charge or security instrument, in addition to this security agreement, or to document separately the Security Interest hereby granted, containing such terms as the Landlord shall reasonably require, on all of the Collateral at any time during the Term, including all after-acquired items forming part of the Collateral, as security for the payment of rent and performance by the Tenant of all of its other obligations pursuant to this lease. Whether or not any additional or separate security agreement, mortgage, charge or other security instrument is requested by or given to the Landlord as aforesaid, the Tenant confirms and agrees that the Security Interest is complete and valid without the necessity of the Tenant's giving any other or further documentation in respect thereof. The Tenant agrees that the Security Interest shall attach to the Collateral immediately upon the execution of this lease and that, to the extent necessary to give full effect to this Section 10.8, this lease is intended to constitute a security agreement as defined in the Personal Property Security Act, R.S.B.C. 1996 c. 359 as amended or substituted from time to time. This security agreement is separate from and shall survive the termination, expiry or disclaimer of this lease.
- (b) On default by the Tenant under this lease, the Landlord may itself, or by its agents or employees, or by a receiver or any replacement thereof appointed in writing by Landlord, take possession of the Collateral, carry on the business on the Premises, in such manner as Landlord or such receiver determines, and realize upon the Collateral and enforce its rights under the Security Interest by any remedy or proceeding authorized or permitted hereby or at law including, without limitation, all rights and remedies available to a secured party under the Personal Property Security Act and any other similar statutes; included in

  
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such rights of the Landlord is the right to recover the reasonable expenses of retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and all other reasonable expenses, including legal costs, incurred by the Landlord, the Landlord may exercise any rights as provided by this Section 10.8 on the Premises and for such purpose may lock the Premises, change any locks on the Premises and by any means exclude the Tenant from all or any parts of the Premises and the Landlord shall not thereby be terminating this lease in the absence of express written notice terminating this lease.

- (c) This Security Interest shall not be deemed to have been satisfied, discharged or redeemed by reason of the Tenant not being indebted to the Landlord at any time or from time to time and no payment shall reduce the amount secured by this Security Interest except to the extent expressly approved by the Landlord in writing.
- (d) This Security Interest is given in addition, and not as an alternative, and may be exercised by the Landlord without prejudice to any other rights of the Landlord under this lease or at law including, without limitation, the Landlord's right of distress.

ARTICLE 11

Section 11.1 Vacant Possession

Upon termination of the Term, whether by the passage of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to Article 2 hereof.

Section 11.2 Trade Fixtures

- (a) If the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof.
- (b) If the Tenant fails to remove any of its trade fixtures and restore the Premises as provided in Section 11.2(a), all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord requires removal thereof pursuant to Section 11.2(d).
- (c) If the Tenant abandons the Premises or this lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant, as of

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the moment of such default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 11.2(d), become and be deemed to be the property of the Landlord, without compensation to the Tenant but without prejudice to any other right or remedy of the Landlord at law or in equity.

- (d) Notwithstanding that any trade fixture is or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 11.2(d), fails to promptly remove any trade fixture in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixture and make good any damage caused to the Premises resulting from the installation or removal thereof, without any liability accruing against the Landlord and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

Section 11.3 Overholding

If the Tenant continues to occupy the Premises after the expiration of the Term, and the Landlord shall accept Rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, at a monthly Rent equal to 150% of the Rent payable by the Tenant in the last month of the Term or any renewal term. Any month-to-month tenancy shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month's prior notice in writing. Nothing contained in this Section 11.3 shall be construed to limit or impair any of the Landlord's rights of re-entry or eviction or constitute a waiver.

**ARTICLE 12**  
**RIGHT OF ENTRY**

Section 12.1 For Showings/Inspection

The Landlord or its agents have the right to enter the Premises at any reasonable time (and upon twenty-four (24) hours written notice to the Tenant) to examine them or to show them to prospective purchasers, tenants or mortgagees, and to enter the Premises at times mutually agreed between the Landlord and the Tenant (or on reasonable prior notice) to make such repairs as the Landlord may deem necessary or desirable and the Landlord will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Tenant in whole or in part nor a breach of the Landlord's obligations and the rent reserved will in no way abate by reason of loss or interruption of the

  
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business of the Tenant or otherwise while the repairs are being made, provided the Landlord takes all commercially reasonable steps to perform the work expeditiously and with as little inconvenience to the Tenant as is possible in the circumstances.

Section 12.2 Landlord's Access to Records

The Landlord may at any reasonable time and upon twenty-four (24) hours written notice to the Tenant enter (or permit governmental authorities to enter) the Premises or any other office of the Tenant's for the purpose of ensuring the Tenant's compliance with this lease, including without limitation, by auditing the Tenant's environmental and financial records and by conducting soil, water and other tests, provided that the Landlord takes reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

Section 12.3 "For Lease/Sale" Signs

During the six (6) months prior to the expiration of the Term, the Landlord may place upon the Premises the usual notices "For Lease" or "For Sale" and the Tenant will permit the notices to remain without interference or interruption. The Landlord may at any time within six (6) months before the end of the Term enter the Premises and bring others at all reasonable hours for the purposes of showing the Premises to prospective tenants or purchasers.

Section 12.4 Emergency Access

If and when for any reason an emergency will exist or be contemplated, the Landlord or its agents may enter the Premises by a master key, or may forcibly enter them, provided reasonable care is exercised, without rendering the Landlord or such agent liable, and without in any manner affecting the Tenant's obligations under this lease. However, despite the above, the Landlord has no obligation, responsibility or liability, for the care, maintenance or repair of the Premises except as otherwise specifically provided.

ARTICLE 13

Section 13.1 Option to Renew

- if:
  - (a) the Tenant pays the rent as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this lease; and
  - (b) the Tenant gives the Landlord not less than twelve (12) months and not more than eighteen (18) months written notice prior to the expiration of the Term of the Tenant's exercise of this option to renew;

  
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then the Landlord shall grant to the Tenant a renewal lease upon the expiration of the Term for a period of five (5) years (the "Renewal Term") on the same terms and conditions as set out in this lease except that:

- (i) there shall be no further right to renew;
- (ii) with respect to such Renewal Term, the Landlord shall have no obligation to pay or provide to the Tenant any allowance, concession or inducement of any nature, or provide any free rent or discounted rent of any nature, or provide any fixturing period, or do or perform any Landlord's work in, on, to or for the Premises;
- (iii) the parties will, by agreement in writing signed by both parties or their agents, determine the market rental value of the Premises and such determination shall be the Rent payable by the Tenant during the Renewal Term;
- (iv) if the market rental value of the Premises for the Renewal Term has not been determined in the manner described in the immediately preceding subparagraph, on or before the commencement date of the Renewal Term, then either of the parties may elect to arbitrate the issue by so notifying the other in writing of such election, whereupon each party shall forthwith appoint one (1) arbitrator and the two (2) arbitrators so appointed shall appoint a third arbitrator and the three (3) arbitrators shall determine the market rental value of the Premises, which will be the Rent payable by the Tenant for the Renewal Term, and the provisions of the Commercial Arbitration Act, R.S.B.C. 1996, c. 55, as amended or substituted from time to time, shall apply to the selection of the arbitrators and the arbitration PROVIDED HOWEVER if the parties can agree upon a single arbitrator then the arbitration shall be conducted by a single arbitrator;
- (v) if the Rent reserved for the Renewal Term has not been determined on the first day of the Renewal Term, then, until such determination is made, the Tenant shall continue to pay monthly in advance and without deduction, the Rent applicable on the last day of the Term, PROVIDED HOWEVER that when the Rent reserved for the Renewal Term has been determined as aforesaid, the parties, within ten (10) business days of such determination having been made, shall make such payment or repayment as may be necessary to ensure that the Tenant has then paid the same amount that he would have paid if such determination had been made on the first day of the Renewal Term. Any amounts payable by the Tenant to the Landlord pursuant to this Section 13.1 shall bear interest at the rate of three percent (3%) per annum above the prime rate, per annum, calculated monthly not in advance, from the first day of the Renewal Term until paid; and

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- (vi) provided always that the Rent payable by the Tenant during the Term shall not be relevant in determining the market rental value of the Premises for the Renewal Term.

#### ARTICLE 14

##### Section 14.1 Landlord Released

In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of its interest in this lease, the Landlord will without further written agreement be released and relieved of and from such liabilities and obligations.

##### Section 14.2 Tenant's Covenant

The Landlord may sell, transfer or otherwise dispose of the Premises, or any portion of the Premises, to any party and upon the conveyance to such party of the Premises or any portion of them, the Tenant will attorn to and become the Tenant of such party under the terms of this lease and the Tenant will provide such party with an acknowledgment in writing binding upon the Tenant that it will perform the obligations and satisfy the liabilities of the Tenant, and any indemnifier or covenantor will execute and deliver a new covenant or indemnity agreement to such party on the same terms as any existing agreement with the Landlord.

##### Section 14.3 Status Statement

The Tenant will provide within three (3) days of the request of the Landlord a status statement for the Landlord, addressed to the Landlord and any potential buyer or mortgagee, binding upon the Tenant, confirming:

- (a) that the Tenant has accepted possession of the Premises;
- (b) whether or not the Landlord has carried out all of its obligations pursuant to this lease;
- (c) that this lease constitutes the whole of the agreement between the parties (or setting out such other agreements);
- (d) that this lease is in full force and effect and that there are no defences or set offs which the Tenant claims against the Landlord (or setting out any such claims); and
- (e) such other matters as may be reasonably required by the Landlord or any potential or actual purchaser of the Premises.

  
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ARTICLE 15

Section 15.1 Delivery of Notices

Any notice required to be given hereunder must be in writing and the sender must deliver it by hand or by telecopier or by mail to the party to which it is to be given, as follows:

- (a) to the Tenant:  
 Cinema Public House Ltd.  
 302-1110 Hamilton Street,  
 Vancouver, BC V5Y 1V4  
  
 Attention: Reid Ogdon, VP Operations

and

- (b) to the Landlord:  
  
 City of Vancouver  
 c/o The Director of Real Estate Services  
 453 West 12th Avenue  
 Vancouver BC V5Y 1V4

or to such other address or telecopier number as the party may designate and will be deemed to have been received on the day of delivery or telecopying if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth day after mailing, provided that if there is between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

Section 15.2 Administration of Lease

Where this agreement requires or permits on the part of the Landlord any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Landlord when performed by the Landlord's Director of Real Estate Services or his nominee.

Section 15.3 Covenants Survive Termination

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this lease or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the

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other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

Section 15.4 Time is of the Essence

Time shall be of the essence of this lease, save as herein otherwise specified.

Section 15.5 Captions and Headings

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

Section 15.6 Interpretation

Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; these presents shall extend to, be binding upon and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the heirs, executors, administrators, successors and permitted assigns of the Tenant.

Section 15.7 Joint and Several

Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

Section 15.8 Waiver

No waiver of or neglect to enforce this lease upon a default by the Tenant will be deemed to be a waiver of any such right upon any subsequent similar default. Without limiting the generality of this Section 15.8, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this lease will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

Section 15.9 Entire Agreement

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this lease or the Premises except as expressly set out in this lease, and that this lease may not be modified except by an agreement in writing executed by both the Landlord and the Tenant.

Section 15.10 Governing Law

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This lease will be governed by and interpreted in accordance with the laws of British Columbia and the parties irrevocably attorn to the jurisdiction of the courts of British Columbia.

Section 15.11 Severability

If any provision or provisions of this lease are determined by a court to be illegal or not enforceable, it or they shall be considered separate and severable from this lease and the remaining provisions of this lease shall remain in full force and be binding upon the parties.

Section 15.12 Relationship between Landlord and Tenant

Nothing contained in this lease nor any acts of the Landlord or the Tenant will be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

Section 15.13 Force Majeure

Despite anything contained in this lease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this lease because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Tenant from payment of rent or the Landlord from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this lease.

Section 15.14 Good Neighbourhood Clause

During and throughout the Term the Tenant covenants to and with the Landlord as follows:

- to be a good neighbour in the Community;
- to keep the exterior around the premises in a clean, sanitary and safe condition;
- to ensure patrons do not loiter or panhandle in close proximity to the premises or the building;
- to monitor patrons smoking outside the premises in accordance with the City of Vancouver Smoking Bylaw;
- to monitor and promote the orderly conduct of patrons immediately outside the premises and minimize any possible impacts to pedestrians and the surrounding businesses and neighbours;
- to discourage patrons from engaging in behaviour that may disturb the peace, quiet and enjoyment of the neighbourhood;

Initials

Handwritten mark in the top right corner.

- to ensure that noise emissions from the premises do not disturb surrounding businesses, and neighbours;
- to forbid any illegal activity within the premises;
- to be responsive to any concerns that may arise.

In response to the Community's needs, Tenant agrees to carefully give consideration to any concerns or issues expressed by the members of the community about this business use and will take appropriate actions to deal with the complaints in their control in a timely manner.

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

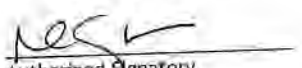
CITY OF VANCOUVER

Per:

  
 Authorized Signatory

CINEMA PUBLIC HOUSE LTD.

Per: ROEDON

  
 Authorized Signatory

\_\_\_\_\_  
 Authorized Signatory

Approved by resolution of Vancouver City Council on June 13, 2017.

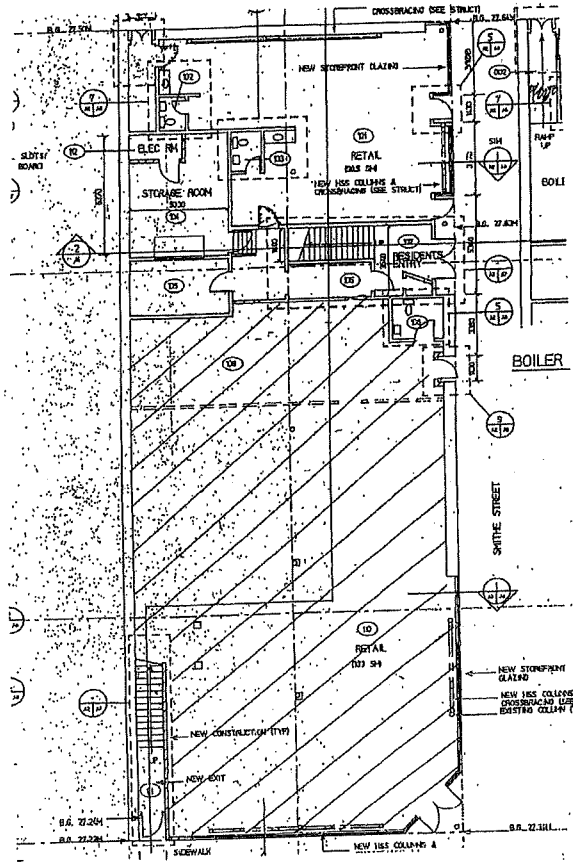
This is the signatory page of a Lease between the City of Vancouver as Landlord and Cinema Public House Ltd. as Tenant concerning 901 Granville Street, Vancouver, BC (the Premises).

[Remainder page intentionally left blank]

  
 Initials

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SCHEDULE "A"



This is Exhibit " 1 " referred to in the  
affidavit of Carvan Sung  
sworn before me at Vancouver, BC  
this 7th day of February, 20 24



A Commissioner for taking Affidavits  
within British Columbia

Robert K. Pecher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

CS

ASSIGNMENT AND ASSUMPTION OF LEASE  
AND LANDLORD'S CONSENT

THIS AGREEMENT, is made the 10 day of July, 2019 (the "Effective Date").

BETWEEN:

CINEMA PUBLIC HOUSE LTD. (Inc. No. BC0851050), a corporation duly incorporated under the laws of the Province of British Columbia having an address at c/o 300-595 Hornby Street, Vancouver, British Columbia V6C 2E8

(the "Assignor")

AND:

DONNELLY PUBLIC HOUSES INC. (Inc. No. BC1044563), a corporation duly incorporated under the laws of the Province of British Columbia having an address at c/o 300-595 Hornby Street, Vancouver, British Columbia V6C 2E8

(the "Assignee")

AND:

CITY OF VANCOUVER, having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia V5Y 1V4

(the "Landlord")

WITNESSES THAT WHEREAS:

- A. By a lease agreement dated July 8, 2017 made between the Landlord and the Assignor (the "Lease"), the Landlord leased to the Assignor certain premises (the "Premises") located at 901 Granville Street, Vancouver, British Columbia, as more particularly described in the Lease;
- B. The Assignor has advised the Landlord that, effective as of the Effective Date, the Assignor will be party to one or more transactions in pursuance of a corporate restructuring under the terms of which the Lease will be assigned from the Assignor to the Assignee;
- C. The Lease contains a prohibition on assignments of the Lease without the prior written consent of the Landlord;

{0118095191}

Assignment of Lease  
901 Granville Street



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- D. The Assignor has requested that the Landlord consent to the assignment of the Lease from the Assignor to the Assignee (hereinafter referred to as the "Assignment"); and
- E. The Landlord has agreed to consent to the Assignment, in consideration of the covenants of the Assignee and Assignor herein contained, on the terms and conditions set forth in this Agreement,

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar paid by each of the parties to the other (the receipt and sufficiency of which are hereby expressly acknowledged) and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. In this Agreement, the expression "Assignor's Covenants" means all obligations of the Assignor, as tenant, as set out in the Lease and, without limiting the generality of the foregoing, includes the obligation to pay rent and all other payments to the Landlord now owing or to be due in the future and whether characterized as rent or not, and all other obligations of the Assignor, whether constituting conditions, covenants, provisos, representations, undertakings or warranties.
2. The Assignor hereby assigns to the Assignee and the Assignee hereby takes by assignment all of the Assignor's right, title and interest in and to the Premises, the Lease, and the unexpired residue of the term of the Lease and all benefits and advantages to be derived therefrom from and after the Effective Date.
3. The Landlord hereby consents to the Assignment subject to the terms and conditions herein contained.
4. The Assignor hereby acknowledges to the Landlord and covenants with the Landlord that, notwithstanding the assignment contained in this Agreement, the Assignor shall not be released from the Assignor's Covenants and shall remain bound by the Lease and liable and obligated to observe and perform the Assignor's Covenants during the term of the Lease and any renewal or extension thereof.
5. The consents herein contained are restricted to the assignment by the Assignor to the Assignee set forth in this Agreement and the prohibition contained in the Lease against assignment or subletting by the "Tenant" thereunder or any assignee of the "Tenant" thereunder shall otherwise remain in full force and effect and this consent shall not be deemed to be a consent to (or waiver of the requirement for the Landlord's consent to) any further or other assignment of the Lease or any part thereof or subletting of the Lease Premises or any part thereof.
6. The Assignee covenants and agrees with the Landlord and the Assignor from and after the Effective Date as follows:
  - (a) to perform all of the Assignor's Covenants as if the Assignee was named as the tenant in the Lease and the Assignee hereby acknowledges receipt of a copy of the Lease;

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- (b) that the Landlord shall be entitled to all remedies in respect of non-payment of rent and breaches of covenants and conditions as though the Assignee was named as the "Tenant" in the Lease; and
  - (c) the Assignee shall not assign the Lease nor any part thereof or sublet or part with possession of the Premises or any part thereof except in accordance with the terms of the Lease.
7. The Assignee hereby covenants and agrees with the Assignor and the Landlord to observe and perform the Assignor's Covenants, including payment of rent, from and after the Effective Date.
  8. The Assignor and Assignee acknowledge and agree that the Landlord shall retain the Security Deposit of \$20,883.37 to be held by the Landlord in accordance with the terms of the Lease.
  9. Any covenants, agreement, condition, or proviso made by two or more persons shall be construed as several as well as joint.
  10. This Agreement shall not be enforced nor binding on any of the parties hereto until executed by all of the parties named herein.
  11. The Assignor and the Assignee shall, at their respective sole cost and expense, promptly execute such further assurances with respect to the Premises, the Lease and this Agreement as the Landlord reasonably requires from time to time.
  12. This Agreement shall enure to the benefit of the Landlord and its successors and assigns and shall be binding upon the Assignor, the Assignee and each of their heirs, executors, administrators and permitted assigns, respectively.

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(014005121)

Assignment of lease  
901 Granville Street

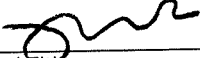
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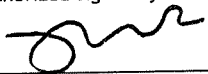
13. This Agreement and any documents collateral thereto, may be executed in any number of counterparts, and such counterparts taken together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF the Landlord, the Assignor, and the Assignee have all executed this agreement as of the day and year first above written.

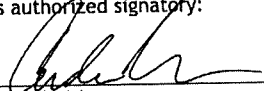
**CINEMA PUBLIC HOUSE LTD.**  
by its authorized signatory:

  
\_\_\_\_\_  
Name and Title:

**DONNELLEY PUBLIC HOUSES INC.**  
by its authorized signatory:

  
\_\_\_\_\_  
Name and Title:

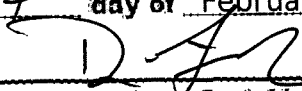
**CITY OF VANCOUVER**  
by its authorized signatory:

  
\_\_\_\_\_  
Name and Title:

ANDREW NEWMAN  
Real Estate Services

Assignment of

This is Exhibit " J " referred to in the  
affidavit of Carvan Sing  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

Q

**From:** Reid Ogdon  
**To:** [Chan, Melinda](#)  
**Cc:** [Derek Thorpe](#)  
**Subject:** [EXT] Re: Rent Deferrment Request - 901 Granville  
**Date:** Thursday, April 23, 2020 11:49:27 AM

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**City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.**

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Thank you Melinda, we will plan to speak to you in a month's time.

Reid Ogdon  
Vice President

Donnelly Group  
604 899-3229 \* 222  
[www.donnellygroup.ca](http://www.donnellygroup.ca)

DONNELLY GROUP Vancouver | Toronto

---

**From:** "Chan, Melinda" <Melinda.Chan@vancouver.ca>  
**Date:** Thursday, April 23, 2020 at 11:05 AM  
**To:** "Reid Ogdon (ro@donnellygroup.ca)" <ro@donnellygroup.ca>  
**Subject:** Rent Deferrment Request - 901 Granville

Hi Reid,

Further to our recent discussions around rent payment obligations per the lease agreement (the "Lease") dated July 8, 2017 between the City of Vancouver (the "Landlord") and Donnelly Public Houses Inc. (the "Tenant") for premises located at 901 Granville Street, Vancouver, B.C. (the "Premises"), the Landlord is agreeable to a deferral of the payment of Rent for the months of April & May, 2020 in the amount of \$50,442.86 ("Rent", more particularly defined in Section 1.3 of the Lease), with no interest penalties, to be paid instead in equal installments over 12 months commencing January 1, 2021 (the "Rent Deferral Agreement"). All other terms and conditions of the Lease remain in full force and effect, including the obligation to pay utilities, assessments or any other "rent" when due, as required in the Lease. For greater certainty, the parties agree that Rent continues to be due and accrue under the Lease and this Rent Deferral Agreement is not a waiver of Rent due under the Lease; however, the Landlord agrees that it will not assess interest on the unpaid Rent as otherwise permitted by Section 1.7 of the Lease so long as the Tenant complies with the repayment terms of this Rent Deferral Agreement. Should there be any default to the proposed terms of this Rent Deferral Agreement or any other terms under the Lease, the Landlord reserves all

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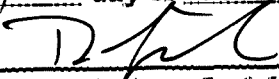
rights and remedies afforded it under the Lease to correct the default.

**To confirm their intent** to be legally bound by the above terms and conditions, the Landlord and the Tenant now agree, pursuant to the *Electronic Transactions Act* (British Columbia), that upon the exchange of e-mails by the City's Director of Real Estate (or acting or deputy) and Tenant's authorized signatory confirming their agreement to the terms and conditions of this Rent Deferral Agreement, such terms and conditions will be legally binding on each party and will take legal full force and effect as of and from May 1, 2020. The parties agree to more formally ratify and confirm the Rent Deferral Agreement in writing in due course.

Accordingly, I now confirm on behalf of the City's Director of Real Estate that the foregoing Rent Deferral Agreement is now duly executed and delivered by the Landlord to the Tenant pursuant to the Electronic Transactions Act and, provided I receive an e-mail from you, or your authorized signatory to similar effect prior to 5:00 p.m. Pacific Standard Time April 25, 2020, the foregoing Rent Deferral Agreement will, pursuant to the Electronic Transactions Act, be conclusively deemed to have been executed and delivered by each party and legally binding on both as of and from May 1<sup>st</sup>, 2020.

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services | City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

This is Exhibit " K " referred to in the  
affidavit of Carvan Sim  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

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## MODIFICATION OF LEASE AND RENT DEFERRAL AGREEMENT

This Agreement is made of the 8th day of June, 2021

BETWEEN:

**CITY OF VANCOUVER**  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "Landlord")

AND:

**DONNELLY PUBLIC HOUSES INC.** (Inc. No. BC1044563)  
300 - 595 Hornby Street  
Vancouver, British Columbia  
V6C 2E8

(the "Tenant")

(Each, a "Party" and, together, the "Parties")

WHEREAS:

- A. The Landlord owns certain lands and premises (the "Lands") in the City of Vancouver, British Columbia, having a civic address of 901 Granville Street and legally described as:
- Parcel Identifier Number: 012-849-243, 012-849-235  
Lot 37 and 38  
Block 72  
District Lot 541  
Plan 210
- B. By way of a lease dated July 8, 2017 (the "Original Lease"), the Landlord leased to the Tenant a portion of a building (the "Premises") on the Lands, for a term of five (5) years commencing on April 1, 2018 and ending on May 31, 2023. A copy of the Original Lease is attached hereto as Schedule "A".
- C. By way of an assignment and assumption of lease dated July 18, 2019 (the "Assignment Lease"), the Original Lease was assigned from Cinema Public House Ltd. to Donnelly Public Houses Inc. A copy of the Assignment is attached hereto as Schedule "B".
- D. By way of a rent deferral agreement dated April 23, 2020 ("the Original Rent Deferral Agreement"), the Landlord agreed to defer the payment of Rent for the months of April 2020 and May 2020 in the amount of \$50,442.86. A copy of the Original Rent Deferral Agreement is attached hereto as Schedule "C". The Original Rent Deferral Agreement was executed pursuant to the Electronic Transactions Act.



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MODIFICATION OF LEASE AND RENT DEFERRAL AGREEMENT

- E. The Tenant repaid the Original Rent Deferral Agreement arrears of \$50,442.86 as part of the lump sum payment of \$55,477.50 received by the Landlord on May 28, 2021.
- F. The Original Lease has one (1) Option to Renew of five (5) years.
- G. The Landlord has agreed to permit the Tenant to further defer Rent for the twelve (12) months from November 1, 2020 - October 1, 2021.
- H. All defined terms in this modification of lease and rent deferral agreement (the "**Modification Agreement**") have the same meaning ascribed to them in the Original Lease, the Assignment Lease and the Original Rent Deferral Agreement, unless otherwise indicated.
- I. The Original Lease, as modified by the Assignment Lease, Original Rent Deferral Agreement and this Modification Agreement, is called the "**Lease**".

NOW THEREFORE in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PAYMENT OF DEFERRED RENT**

Tenant has agreed to make a lump sum payment of \$44,928.00 by December 31, 2021, leaving rental arrears of \$214,396.12. Commencing January 1, 2022, the Tenant hereby covenant and agrees with the Landlord that the Tenant will pay to the Landlord \$5,359.90 per month in additional Rent for the next forty (40) months. At the end of the Lease, \$133,997.58 will be immediately due and owing on March 31, 2023.

If the Tenant exercises the Option to Renew and enters into the renewal term, commencing April 1, 2023, the Landlord agrees that the Tenant can continue to pay to the Landlord the remaining deferred rent of \$5,359.90 per month in additional Rent for the next twenty-five (25) months.

**2. INTERPRETATION**

All capitalized terms in this Agreement, unless otherwise defined in this Agreement, have the meanings ascribed thereto in the Lease.

**3. RENT DEFERRAL AGREEMENT RATIFIED AND CONFIRMED**

Except as hereby expressly modified, the Rent Deferral Agreement is hereby ratified and confirmed by the parties to the effect and with the intent that the Rent Deferral Agreement and this Agreement will be read and construed as one document.

**4. FURTHER ASSURANCES**

The parties hereto will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

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**5. BINDING EFFECT**

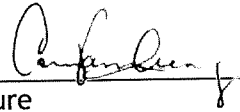
This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**6. COUNTERPARTS**

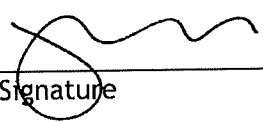
This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be signed by their proper officers duly authorized in that behalf as of the day and year first above written.

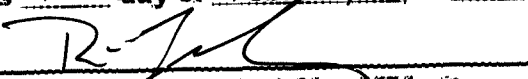
**CITY OF VANCOUVER**  
by its authorized signatories:

  
\_\_\_\_\_  
Signature

**DONNELLY PUBLIC HOUSES INC. (Inc. No. BC1044563)**  
by its authorized signatories:

  
\_\_\_\_\_  
Signature

This is Exhibit " L " referred to in the  
affidavit of Devan Singh  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



**Meena Lally**

---

**From:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Sent:** Wednesday, May 18, 2022 9:59 AM  
**To:** 'Reid Ogdon'  
**Subject:** 901 Granville St Lease Expiration  
**Attachments:** Modification to Lease and Rent Deferral Agreement - 901 Granville (Cinema) - June 2021 - Signed.pdf

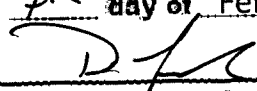
Hi Reid,

The lease for the premises at 901 Granville Street will expire March 31, 2023. You are currently on a rent deferral program schedule with an expected balance owing of \$133,997.58 at the end of term. There was an Option to Renew which was not exercised and is now void. Could you please confirm what your plans? Do you want to remain in the premises and negotiate a new lease and continue with the rent deferral? Do you wish to pay off the total amount owing at the end of the lease term and vacate the premises? Please call me to discuss at your earliest convenience.

Regards,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services | City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

This is Exhibit " M " referred to in the  
affidavit of Caron Song  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fickler  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

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**Meena Lally**

---

**From:** Reid Ogdon <ro@donnellygroup.ca>  
**Sent:** Tuesday, May 31, 2022 10:40 AM  
**To:** Chan, Melinda  
**Cc:** Emily Shelle  
**Subject:** [EXT] Cinema Lease renewal  
**Attachments:** 20220531104134432.pdf

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

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Hi Melinda –

Thanks for your time last week regarding the renewal of our lease at 901 Granville St. We are renewing and will continue to work with you on terms. I wanted to ensure that I sent you a formal renewal, see attached, we will wait for your direction post-Summer about when this is being brought to Council.

Regards,

Reid Ogdon  
COO

DONNELLY GROUP DUTCH LOVE  
[donnellygroup.ca \[donnellygroup.ca\]](mailto:ro@donnellygroup.ca) [dutch.love \[dutch.love\]](http://dutch.love)



# FREEHOUSE©

Dear Sirs/Mesdames:

**Re: Lease dated February 29, 2008 and modified April 21, 2010, as amended (collectively, the "Lease") made between Cinema Public House Ltd. (the "Tenant") and City of Vancouver] (the "Landlord") in respect of those premises located at 901 Granville Street, Vancouver, British Columbia (as more particularly described in the Lease)**

Pursuant to Section 13.1 of the Lease, the Tenant hereby delivers notice of its exercise of its option to [renew the Lease / extend the Term (as defined in the Lease)] for a further period of 5 years from the current expiry date. All other terms as stated in the Lease will continue to apply as stated therein.


Please confirm your receipt of this letter by signing below in the place as designated and returning a copy of this letter to the undersigned by e-mail at [ro@donnellygroup.ca](mailto:ro@donnellygroup.ca).

I understand that the lease renewal will be brought to City Council in September 2022 and we would request an additional five year option.

Yours truly,

**Cinema Public House Ltd.**

Per:

  
Authorized Signatory

Receipt acknowledged and agreed this 27th day of May, 2022.

**City of Vancouver**

Per:

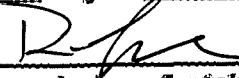
\_\_\_\_\_  
Authorized Signatory

Freehouse Collective  
990-355 Burrard St.  
Vancouver BC, V6C2G8

[ro@donnellygroup.ca](mailto:ro@donnellygroup.ca)

000144

This is Exhibit " N " referred to in the  
affidavit of Caren Song  
sworn before me at Vancouver, BC  
this 7th day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



CG

**Meena Lally**

---

**From:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Sent:** Tuesday, November 8, 2022 11:38 AM  
**To:** 'Reid Ogdon'  
**Subject:** RE: 901 Granville - Offer to Lease  
**Attachments:** 901 Granville Rent Schedule- Extended Rent Deferral - 8 Nov 2022.pdf; Offer to Lease - 901 Granville St (Cinema) - 8 Nov 2022.pdf

Hi Reid,

I can't move on the market rental rates, however, I've discussed with my manager and I can extend your rent deferral repayment another 12 months. The deferred rent owing on April 1, 2023 is \$133,997.50. Extending the deferral repayment reduces your monthly rent deferral repayment from \$5,359.90 to \$3,621.55 per month. The deferred rent would be fully paid by April 1, 2026. Your rental payments would look like below or as per the detailed schedule attached. (Please note that the Gross Rent doesn't include GST below).

Date	Gross Rent	Rent Deferral Amount	Total Monthly Rent
<i>Current</i>	\$21,772.80	\$5,359.90	\$27,132.70
April 1, 2023 – March 31, 2025	\$25,237.33	\$3,621.55	\$28,858.88
April 1, 2025 – April 30, 2026	\$26,581.33	\$3,621.55	\$30,202.88
May 1, 2026 – March 31, 2027	\$26,581.33	\$0	\$26,581.33
April 1, 2027 – March 31, 2028	\$27,776.00	\$0	\$27,776.00

I've revised the Offer to Lease accordingly with the ten year lease with rent review. If this is acceptable, please sign and return to me.

Thanks,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services | City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

**From:** Reid Ogdon <ro@donnellygroup.ca>  
**Sent:** Monday, November 7, 2022 8:26 AM  
**To:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Subject:** [EXT] Re: 901 Granville - Offer to Lease

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Hi Melinda,

CS

We are happy to move forward, I am conscious about how far I push back on the rates, but they have gone up much higher than our other venues in the immediate neighbourhood. With the arrears being paid over the same term and business not back to normal levels it is a math problem. Can you consider slightly more moderate increases in the first half of the renewal term?

**Reid Ogdon**  
COO

**Donnelly Group**  
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[\[dutch.love\]](http://dutch.love)

---

**From:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>  
**Date:** Friday, November 4, 2022 at 10:47 AM  
**To:** Reid Ogdon <[ro@donnellygroup.ca](mailto:ro@donnellygroup.ca)>  
**Subject:** RE: 901 Granville - Offer to Lease

Hi Reid,

If you're in agreement with the proposed new lease terms, please sign the Offer to Lease agreement and return to me so I can start preparing the Council Report before your lease expires March 31, 2023.

Thanks,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services | City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

**From:** Chan, Melinda  
**Sent:** Tuesday, October 18, 2022 9:07 AM  
**To:** 'Reid Ogdon' <[ro@donnellygroup.ca](mailto:ro@donnellygroup.ca)>  
**Subject:** RE: 901 Granville - Offer to Lease

Hi Reid,

CS

No, sorry for any confusion, but the rent deferral payments are on top of the Gross Rent shown on the Offer to Lease. Real estate values have increased over the last 5 years. The Gross Rent shown is the regular rental payments and represents the minimum rent plus operating expenses including property taxes in lieu, property levies, utilities, and property maintenance costs. The minimum rent is market rent and based on the market rents in the area for your premises. Minimum rent rates on Granville Street to the north of your property averages \$120 - \$140 psf. The property across the street at 897 Granville St, presently occupied by Champs, is currently listed for a Gross Rent of \$158.00 psf. Your property is a good corner property and at a Gross Rent of \$84.50 psf to start, is a reflection of it's location further south on Granville Street, albeit, still enjoying the prime exposure and location of Granville Street.

Thanks,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services I City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

**From:** Reid Ogdon <[ro@donnellygroup.ca](mailto:ro@donnellygroup.ca)>  
**Sent:** Friday, October 14, 2022 5:01 PM  
**To:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>  
**Subject:** [EXT] Re: 901 Granville - Offer to Lease

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Hi Melinda –

My CFO was wondering about whether the rent deferral calculations were incorporated into the new gross rent payments? The reason being is the average gross rent per sf has gone up close to \$20 per sf since last term.

Thanks,

**Reid Ogdon**  
COO

**Donnelly Group**  
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**dutch love**  
[\[dutch.love\]](http://dutch.love)



---

**From:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>  
**Date:** Thursday, September 29, 2022 at 8:59 AM  
**To:** Reid Ogdon <[ro@donnellygroup.ca](mailto:ro@donnellygroup.ca)>  
**Subject:** 901 Granville - Offer to Lease

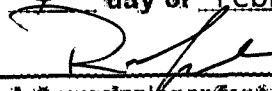
Hi Reid,

Attached please find the landlord's Offer to Lease. I've drafted it as a 5 year lease. The rent deferral repayments of \$5,359.90 per month will continue up to and the last payment April 1, 2025. I understand that you wanted a 5 year lease with an Option to Renew for another 5 year term, however, our business practice is not to provide Options to Renew anymore. Instead we can provide for a longer lease term with a rent review to be completed at the end of Year 5. Please let me know your preference and I can discuss with my manager.

Regards,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services I City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

This is Exhibit " 0 " referred to in the  
affidavit of Carvin Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

**CINEMA PUBLIC HOUSE LTD**  
(dba Cinema Public House)

Financial Information  
July 31, 2023

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## COMPILATION ENGAGEMENT REPORT

### TO THE MANAGEMENT OF CINEMA PUBLIC HOUSE LTD

On the basis of information provided by management, we have compiled the balance sheet of Cinema Public House Ltd (dba Cinema Public House) as at July 31, 2023, the statement of operations and deficit for the year then ended, and note 2, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

*Smythe LLP*

Chartered Professional Accountants

Vancouver, British Columbia  
November 29, 2023

#### VANCOUVER

1700-475 Howe St  
Vancouver, BC V6C 2B3  
T: 604 687 1237  
F: 604 688 4675

#### LANGLEY

600-19933 86 Ave  
Langley, BC V2Y 4K5  
T: 604 282 3600  
F: 604 357 1376

#### NANAIMO

201-1825 Bowen Rd  
Nanaimo, BC V9S 1H1  
T: 250 755 2111  
F: 250 984 0886

CS

**CINEMA PUBLIC HOUSE LTD**  
(dba Cinema Public House)  
Balance Sheet

	July 31, 2023	July 31, 2022
<b>Assets</b>		
<b>Current</b>		
Cash and cash equivalents	\$ 30,080	\$ 160,989
Accounts receivable	6,227	1,713
Inventories	19,579	15,606
Prepaid expenses	25,270	20,883
	81,156	199,191
<b>Due from related parties</b>	1,006,989	949,929
<b>Equipment and leasehold improvements</b>	71,025	93,070
<b>License</b>	60,000	60,000
	\$ 1,219,170	\$ 1,302,190
<b>Liabilities</b>		
<b>Current</b>		
Accounts payable and accrued liabilities	\$ 167,871	\$ 285,475
Promissory note payable to shareholder	470,005	470,005
	637,876	755,480
<b>Due to related parties</b>	570,465	451,474
<b>Due to shareholder</b>	24,995	24,995
<b>Long-term debt</b>	196,364	196,364
	1,429,700	1,428,313
<b>Capital stock and deficit</b>		
<b>Share capital</b>	100	100
<b>Deficit</b>	(210,630)	(126,223)
	(210,530)	(126,123)
	\$ 1,219,170	\$ 1,302,190

See supplemental information.



**CINEMA PUBLIC HOUSE LTD**  
(dba Cinema Public House)  
Statement of Operations and Deficit

	Year Ended July 31, 2023	52-Week Period Ended July 31, 2022
<b>Sales</b>	\$ 1,389,196	\$ 1,187,652
<b>Cost of sales</b>	355,452	261,539
<b>Gross margin</b>	1,033,744	926,113
<b>Expenses</b>		
Salaries and benefits	523,871	450,600
Rent	212,522	298,972
Advertising and promotion	116,579	47,505
Repairs and maintenance	73,849	68,258
Interest and bank charges	58,072	38,759
Office and general	46,142	81,784
Insurance	39,368	28,451
Business licenses and fees	26,251	9,009
Professional fees	24,809	7,469
Meals and entertainment	4,977	895
Equipment rental	4,118	3,463
Amortization	28,787	31,910
	1,159,345	1,067,075
<b>Loss before other items</b>	(125,601)	(140,962)
<b>Other items</b>		
Debt forgiveness	89,170	-
Government assistance	-	153,523
Management fees	(47,976)	(59,383)
	41,194	94,140
<b>Net loss for year</b>	(84,407)	(46,822)
<b>Deficit, beginning of year</b>	(126,223)	(79,401)
<b>Deficit, end of year</b>	\$ (210,630)	\$ (126,223)

See supplemental information.

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**CINEMA PUBLIC HOUSE LTD**  
**(dba Cinema Public House)**  
**Supplemental Information**

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**1. FISCAL YEAR**

The Company's fiscal year ends on the Sunday closest to July 31, resulting in a year of either 52 or 53 weeks. All references to fiscal year refer to the fiscal year ending on the Sunday closest to July 31.

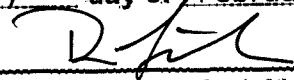
Effective August 1, 2022, the Company changed its fiscal year end from a 52 or 53 week period to July 31.

**2. BASIS OF ACCOUNTING**

The basis of accounting applied in the preparation of the balance sheet of Cinema Public House Ltd as at July 31, 2023 and the statement of operations and deficit for the year then ended is the historical cost basis and reflects cash transactions with the addition of the following:

- (a) accounts receivable
- (b) inventories recorded at cost based on the first-in first-out method
- (c) prepaid expenses recorded at cost and expensed upon termination of lease
- (d) equipment and leasehold improvements recorded at cost and amortized based on the same basis as for income tax
- (e) accounts payable and accrued liabilities

This is Exhibit " P " referred to in the  
affidavit of Carmen Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

**Meena Lally**

---

**From:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Sent:** Monday, December 11, 2023 10:25 AM  
**To:** Horne, Susan; Mackay, Gordon; Sung, Carvan  
**Subject:** FW: Cinema Follow-up  
**Attachments:** Cinema Public House Ltd. July 31, 2023 .pdf

FYI, I received this from Reid on Friday afternoon.

Thanks,  
Melinda

**From:** Reid Ogdon <ro@donnellygroup.ca>  
**Sent:** Friday, December 8, 2023 3:25 PM  
**To:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Cc:** Mike Bell <Mike.Bell@parthenon.ey.com>  
**Subject:** Cinema Follow-up

Hi Melinda,

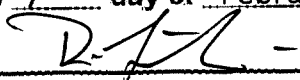
Following up on my note from earlier today, would it be possible to schedule a call for Monday. I have copied Mike Bell at Ernst & Young on this note, as he is the Monitor for our CCAA filing and would like to discuss the sale and lease assignment on our behalf. Cinema has been underperforming the last few years and this is reason for selling, I have attached most recent accountant prepared financials. You can see the performance for both FY2023 and FY2022, side by side shows us losing 130-140K per year - this current year is worse.

Please send me some times that work for you and we will accommodate, I would prefer that we resolve the lease assignment out of court.

**Reid Ogdon**  
COO

**Donnelly Group**  
[freehouse.co](http://freehouse.co) [[freehouse.co](http://freehouse.co)]

This is Exhibit " Q " referred to in the  
affidavit of Carven Song  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fisher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

93

THIS AGREEMENT is made as of the 29th day of March, 2023

BETWEEN:

CITY OF VANCOUVER, a municipal corporation with offices at 453 West 12th Avenue, in the City of Vancouver, in the Province of British Columbia V5Y 1V4

(the "Landlord")

AND:

990-355  
BLISSARD ST.

DONNELLY PUBLIC HOUSES INC. (Incorporation No. BC1044563) ~~301-1110 Hamilton Street~~, in the City of Vancouver, in the Province of British Columbia ~~V6B 2S2~~ V6C 2G8

(the "Tenant")

Premises:

901 Granville Street, Vancouver, B.C.

Term:

Ten (10) Years

Rent:

April 1, 2023 - March 31, 2025: \$25,237.33 per month (\$84.50 psf)  
April 1, 2025 - March 31, 2027: \$26,581.33 per month (\$89.00 psf)  
April 1, 2027 - March 31, 2028: \$27,776.00 per month (\$93.00 psf)

The Gross Rent set out above includes an amount in lieu of Realty Taxes (as if levied) and common area operating costs.

Rent Review:

The Landlord and the Tenant agree that the Rent will be reviewed as of July 1, 2027 (the "Rent Review Date"). The rent payable as of the Rent Review Date will be the market rental value of the Premises, for similarly developed space at that time, except that such Rent will not be less than the Rent in effect immediately before the Rent Review Date.

Early Termination:

At any time during the Term, if the Tenant is in breach of the City of Vancouver's Development Permit and/or the Good Neighbour Agreement, the Landlord shall have the right to terminate this Lease by giving the Tenant not less than twelve

Lease - 901 Granville Street (CINEMA) - April 1, 2023

initials

CG

(12) months prior written notice without compensation or liability to the Tenant of any kind or nature (including, without limitation, loss of business or any other consequential damages or liabilities). The Tenant will have three (3) months to correct the breach.

Lease - 901 Granville Street (CINEMA) - April 1, 2023

  
INITIALS

C

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Lease - 901 Granville Street (CINEMA) - April 1, 2023

  
initials



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Lease - 901 Granville Street (CINEMA) - April 1, 2023

  
initials

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- Appendix B: Service Level Agreement
- Appendix C: Rent Deferral Agreement
- Appendix D: Good Neighbour Agreement

Lease - 901 Granville Street (CINEMA) - April 1, 2023

3

A. The Landlord is the owner of all and singular those lands and premises situate in the City of Vancouver, in the Province of British Columbia, having a civic address as 901 Granville Street, Vancouver, and legally described as:

Parcel Identifier Number: 012-849-243, 012-849-235  
Lot 37 and 38  
Block 72  
District Lot 541  
Plan 210

which lands and premises are hereinafter called the "Building";

B. The Tenant has requested that the Landlord lease the portion of the Building as set out on Schedule "A" attached hereto (the "Premises") to the Tenant as hereinafter provided; and

C. The Landlord's Council, by resolution made at its meeting the 28th day of March, 2023, resolved to lease the Premises to the Tenant upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord by these presents does demise and lease the Premises unto the Tenant and the Tenant does hereby take and rent the Premises upon and subject to the conditions set out hereunder.

## ARTICLE 1

### Section 1.1 Term

In consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of Ten (10) Years commencing on the 1<sup>st</sup> day of April, 2023 and expiring at 11:59 p.m. on the 31<sup>st</sup> day of March, 2033 (the "Term").

### Section 1.2 Early Termination

At any time during the Term, if the Tenant is in breach of the City of Vancouver's Development Permit and/or the Good Neighbour Agreement, the Landlord shall have the right to terminate this Lease by giving the Tenant not less than twelve (12) months prior written notice without compensation or liability to the Tenant of any kind or nature (including, without limitation, loss of business or any other consequential damages or liabilities). The Tenant will have three (3) months to correct the breach.

### Section 1.3 Rent

Yielding and paying therefor in advance during the first day of each month of the Term, monthly rent (the "Rent"), inclusive of an amount in lieu of Realty Taxes and Operating Costs as follows:

Lease - 901 Granville Street (CINEMA) - April 1, 2023

C

April 1, 2023 - March 31, 2025:	\$25,237.33 per month (\$84.50 psf)
April 1, 2025 - March 31, 2027:	\$26,581.33 per month (\$89.00 psf)
April 1, 2027 - March 31, 2028:	\$27,776.00 per month (\$93.00 psf)

The Landlord and Tenant agreed to a Modification of Lease and Rent Deferral Agreement (the "Rent Deferral") dated June 8, 2021 and the Tenant agreed to pay the deferred rent of \$5,359.90 per month upon exercise of the Option to Renew for the next twenty five (25) months. See Appendix C. The Landlord and Tenant have agreed to extend the Rent Deferral for a further twelve (12) months and the Tenant will pay the deferred rent of \$3,621.55 per month for the next thirty seven (37) months commencing April 1, 2023 up to and including April 1, 2026. The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease.

#### Section 1.4 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this lease shall be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any setoff, compensation or deduction whatsoever at the office of the Landlord's Director of Real Estate Services specified in Section 15.1 or such other place as the Landlord may designate from time to time in writing to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit; and
- (d) deemed to be rent, in partial consideration for which this lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent as the Landlord has for default in payment of rent.
- (e) at Landlord's request, Tenant will make all payments under this Lease by way of electronic funds transfer from Tenant's bank account and will execute and deliver either concurrently with this Lease or from time to time within three (3) business days following request thereof, such documentation as may be required by Landlord and its bank in order to effect all payments under this Lease by electronic funds transfer.

#### Section 1.5 Utilities

The Tenant shall pay all charges, rates and levies on account of utilities including heat, electricity, gas, water, garbage and organic waste collection, telephone and cablevision and

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all other expenses and outgoings relating to the Premises immediately when due and, upon request, provide the Landlord with receipts evidencing such payment.

### Section 1.6 Use of Premises

The Tenant will not use or occupy, nor suffer or permit the use of the Premises or any part thereof for any purpose other than a Restaurant and Pub under the Dual Licence - Liquor Primary Licence (Liquor Establishment - Class 2) (the "Permitted Use") subject to:

- i) A maximum interior capacity of 92 person and an outdoor patio capacity of 14 persons;
- ii) Extended Hours of operation limited to 10 pm to 3 am, seven days a week;
- iii) The outdoor patio ceasing all liquor service and vacated by 11 pm nightly;
- iv) No music or entertainment permitted on the patio;
- v) An acoustic report certifying that the establishment meets City of Vancouver Noise Control Bylaw requirements, with a copy to the Landlord;
- vi) A Time-Limited Development Permit; and
- vii) Signing a Good Neighbour Agreement (GNA) with the City of Vancouver prior to business licence issuance, with a final copy to the Landlord. GNA form is attached as Appendix D.

The current Restaurant - Class 1 business licence remains the primary use for the space. Issuance of the City of Vancouver business licence for the new Liquor Establishment - Class 2 establishment will be ancillary to the current Restaurant - Class 1 business licence. Without limiting the generality of the foregoing, the Tenant shall not at anytime suffer, permit or allow any person to occupy the Premises for residential purposes.


The Tenant will not use, or suffer or permit the use of, any part of the Premises in such a manner as to cause, suffer or permit any annoying noises or offensive odours to emanate from any part of the Premises.

By agreeing to the Tenant using the Premises for the Permitted Use, the Landlord is agreeing as the owner of the Premises only and is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the Permitted Use is a permitted use under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto and other relevant by-laws. Nothing in this Section 1.6 affects the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

### Section 1.7 Interest on Arrears

Whenever and so long as the Rent or any other amounts payable hereunder by the Tenant to the Landlord shall be in arrears, such amounts shall bear interest at the rate of three percent (3%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the Landlord has demanded payment. In this lease, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver,

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British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder shall be fourteen percent (14%) per annum calculated monthly not in advance from the date due until paid. The Landlord shall have all the remedies for the collection of such interest as in the case of rent in arrears, but this provision for interest shall not prejudice or affect any other remedy of the Landlord under this lease. The Tenant shall also pay the Landlord's standard charge levied on N.S.F. cheques.

#### Section 1.8 Security Deposit

The Tenant shall lodge with the Landlord a security deposit equivalent to one (1) month's Rent. The Landlord acknowledges holding a security deposit of \$20,883.37. The balance of \$5,615.83 will be required to top-up the security deposit. At all times the deposit shall stand charged with a lien in favour of the Landlord which shall be in priority to any claims of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. The Landlord may satisfy any claims it may have against the Tenant arising hereunder, whether liquidated or otherwise, by forthwith applying the deposit or any portion thereof to payment of such claims. In the event that the Landlord appropriates all or any portion of the deposit in payment of such claims, the Tenant shall forthwith replenish the deposit upon notice from the Landlord and failing such replenishment the Landlord may terminate this lease. Subject to any claims by the Landlord, upon termination of this lease the balance of the deposit shall be remitted to the Tenant PROVIDED HOWEVER no interest shall be payable on the deposit. The Landlord shall not be obliged to apply any or all of the deposit to any claims it may have against the Tenant before terminating this lease or having recourse to any other remedy. The deposit shall not be refundable upon assignment. The assignor and assignee between themselves shall make whatever adjustment they deem appropriate.


#### Section 1.9 Taxes - Intentionally deleted

#### Section 1.10 Harmonized Sales Tax

The Tenant shall pay when due all Harmonized Sales Taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments which are from time to time payable by the Tenant or the Landlord as a result of or that would not be payable but for the rights and obligations contained in this lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Tenant to the Landlord. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the Landlord may be collected by the Landlord as additional rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

#### Section 1.11 Rent Review

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The parties agree that the Rent will be reviewed as of July 1, 2027 (the "Rent Review Date") and the Rent payable as of a Rent Review Date will be the market rental value of the Premises, except that such Rent will not be less than the Rent in effect immediately before the Rent Review Date, and the following apply:

- (a) on or after three (3) months before a Rent Review Date, the parties will, by agreement in writing, determine the market rental value of the Premises, which market rental value will be the revised Rent payable by the Tenant from such Rent Review Date until the day before the subsequent Rent Review Date, if any;
- (b) if the market rental value of the Premises is not determined by agreement between the parties on or before the applicable Rent Review Date, then either party may elect to arbitrate the issue by so notifying the other in writing, whereupon each party will forthwith appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator and the three arbitrators will determine the market rental value of the Premises, which will be the Rent payable by the Tenant from the applicable Rent Review Date until the day before the subsequent Rent Review Date, if any, and the provisions of the Commercial Arbitration Act, R.S.B.C. 1996, Chapter 55, as amended or substituted from time to time, will apply to the selection of the arbitrators and the arbitration PROVIDED HOWEVER if the parties can agree upon a single arbitrator then the arbitration will be conducted by a single arbitrator; the Landlord and the Tenant will bear the costs of arbitration equally;
- (c) the Rent payable by the Tenant for the period preceding the Rent Review Date will not be relevant in determining the market rental value of the Premises and therefore the Rent payable as of the Rent Review Date; and
- (d) if the Rent has not been determined on the applicable Rent Review Date, then, until such determination is made, the Tenant will continue to pay monthly in advance and without deduction the Rent payable prior to the Rent Review Date, PROVIDED that:
  - (i) when the Rent as of the Rent Review Date has been determined, the parties, within 10 business days of such determination having been made, will make such payment or refund as may be necessary to ensure that the Tenant has paid the amount that would have been paid if the Rent payable had been determined as of that date; and
  - (ii) any amount payable by the Tenant to the Landlord pursuant to Section 2.6(i) above will bear interest at the rate of three percent (3%) per annum above the prime rate, per annum, calculated monthly not in advance, from the Rent Review Date until paid.

Section 1.12 Naming Rights

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The Tenant shall not name or rename, or sell the right to name or rename to a third party, the Premises or the Licensed Area, or any portion thereof (including individual rooms), without first having obtained the consent in writing of the Landlord, which consent may be withheld.

**Section 1.13 Excess Rent**

Notwithstanding any other provision in this lease, if as a result of any assignment, sublease, setting over, or otherwise parting with possession of the Premises or letting any third party into possession of the Premise the Tenant directly or indirectly receives from the assignee, subtenant or occupant (collectively referred to herein as the "Transferee") any payment, fee or any other consideration, whether in the form of cash, negotiable instrument, goods, services or in any other form whatsoever (the "Consideration") which is in excess of the Rent or any other amount payable by the Tenant to the Landlord under this lease then such Consideration will be deemed to be and will be rent payable to the Landlord under this Lease, payable at the same time as such Consideration is payable by the Transferee to the Tenant.

**ARTICLE 2**

**Section 2.1 No Damage**

The Tenant shall not suffer, cause nor permit any damage or injury to the Premises other than reasonable wear and tear.

**Section 2.2 Snow off Sidewalks**

The Tenant covenants that it will keep adjacent sidewalks clear of snow and ice to comply with the requirements of the Street and Traffic By-law of the City of Vancouver and that it will indemnify and save harmless the Landlord from all costs, loss, damages, compensation and expenses suffered by the Landlord and sustained or caused by the Tenant's failure to remove snow and ice from the sidewalks. PROVIDED THAT if the Tenant does not remove snow and ice as required by the Street and Traffic By-law, the Landlord may clear the sidewalks and the cost of such removal shall be paid by the Tenant to the Landlord.

**Section 2.3 Renovations**

The Tenant shall not carry out or cause to be carried out any additions, renovations or alterations to the Premises or redecoration of the Premises ("Alterations") without the Landlord's prior written consent and in the giving of such consent the Landlord may attach whatever conditions, directions, stipulations, prohibitions or deadlines as it deems appropriate and the same shall be conditions of this lease. All such works shall be wholly at the Tenant's expense but shall be the Landlord's absolute property except to the extent that the same may be reasonably categorized as trade fixtures.

By consenting to any Alterations, the Landlord is not in any way (either in its capacity as landlord or as a regulatory public body) stating, warranting or representing that the

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Alterations are permitted under the City of Vancouver Zoning and Development By-law No. 3575 and amendments thereto, the City of Vancouver Building By-law No. 6134 and amendments thereto, and other relevant by-laws. No consent given by the Landlord (and no failure to enforce this section of this lease) will affect the Tenant's obligations to comply at its sole expense with all such by-laws pursuant to Section 9.1 of this lease.

**Section 2.4 Maintenance**

The Tenant shall maintain the Premises, both interior and exterior, in a sanitary, neat, tidy and safe condition and free from nuisance at all times. The Tenant is responsible for the repair and maintenance of the exterior awning exclusively serving the Premises.

The Tenant is responsible to regularly service, maintain, repair and replace the heating, ventilation and air conditioning equipment ("HVAC") at the Tenant's expense. The HVAC service record shall be submitted for the Landlord's review annually if requested.

**Section 2.5 Repairs**

The Tenant shall keep and maintain the Premises in good repair as would a reasonable and prudent owner of such premises, structural elements excepted, and the Landlord shall have access to the Premises for purpose of inspection during normal business hours and the Tenant shall repair according to notice. Without limiting the generality of the foregoing, the Tenant will promptly replace at its own cost and expense all damaged glass, plate glass, doors and windows (whether exterior or interior) within the Premises unless such damage is caused by the negligence of the Landlord. If the Tenant shall fail promptly to commence repairs and diligently prosecute same to completion after receipt of notice from the Landlord requiring repairs, then the Landlord may carry out or cause to be carried out such repairs, the costs of which shall be payable by the Tenant, and the Landlord and its employees, agents, contractors and subcontractors shall not be liable to the Tenant for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Tenant by reason of the Landlord effecting such repairs unless caused by the negligence of the Landlord or those for whom the Landlord is responsible in law.

Notwithstanding anything to the contrary contained within this lease, the Service Level Agreement attached as Appendix B to this lease shall outline the Tenant's and Landlord's respective responsibilities related to the maintenance and repair of the Premises.

**Section 2.6 Liens and Encumbrances**

In connection with all labour performed in, or materials supplied for, the making, erection, installation or alteration of any work or installations made by or for the Tenant in the Premises, the Tenant will comply with all the provisions of the Builders Lien Act, as amended or substituted from time to time, and other statutes from time to time applicable thereto, including any provision requiring or enabling the retention of any sum as a holdback.

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The Tenant will not create any mortgage, security agreement or other encumbrance in respect of any of its leasehold improvements or trade fixtures or permit any such mortgage, security agreement or other encumbrance to attach to the Premises.

If and whenever any builders lien or other lien for work, labour, services or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable, or claims therefore arise or are filed or any such mortgage, security agreement or other encumbrance attaches to the title to the Premises, the Tenant will, within fifteen (15) days after receipt of notice thereof, procure the discharge thereof, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. Provided however, that in the event of a bona fide dispute by the Tenant of the validity or correctness of any claim for any such lien, the Tenant will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefore, and such costs as the court may direct. This section shall not prevent the Tenant mortgaging or encumbering its chattels, inventory, trade fixtures or equipment which are not fixtures.

Pursuant to Section 3(2) of the Builders Lien Act, the Landlord may file in the Land Title Office notice of its fee simple interest in the land on which the Premises are located, as is required by law to ensure that the Landlord's title does not become charged with liens related to this lease.

### ARTICLE 3

#### Section 3.1 Limitation of Liability

The Landlord and its officers, employees and agents shall not be responsible in any way for:

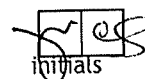
- (a) any personal injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by the Tenant or by any other person who may be in or about the Premises; or
- (b) any loss or damage of any nature whatsoever, however caused, to the Premises, any property belonging to the Tenant or to any other person while such property is in or about the Premises,

whether in the course of the performance of the Landlord's obligations under this lease or otherwise, unless resulting from the negligence of the Landlord.

#### Section 3.2 Exclusion of Liability

The Landlord and its officers, employees and agents shall not under any circumstances be liable or responsible in any way for:

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- (a) any personal injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by the Tenant or by its officers, employees or agents or any other person who may be in or about the Premises, or any loss or damage of any nature whatsoever to the Premises or to any property belonging to the Tenant or to its officers, employees or agents or to any other person while such property is in or about the Premises,
  - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Premises; or
  - (ii) however caused, if the Landlord or its officers, employees or agents enter upon the Premises in the case of an emergency;
- (b) any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Tenant or its officers, employees or agents;
- (c) any business, economic or indirect loss or damage suffered or sustained by the Tenant or its officers, employees or agents of any nature whatsoever, however caused; or
- (d) any loss which the Tenant is obligated to insure against hereunder or has insured against.

**Section 3.3 Indemnification**

The Tenant agrees to indemnify and save harmless the Landlord and its officers, employees and agents in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from the occupation or possession of the Premises by the Tenant, and in respect of all costs, expenses and liabilities incurred by the Landlord in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining thereto and the liabilities or obligations incurred or sustained by or imposed upon the Landlord or in respect of any of its officers, employees or agents, and in respect of any loss, cost, expense or damage suffered or incurred by the Landlord arising from any breach by the Tenant of any of its covenants and obligations under this lease, PROVIDED HOWEVER the Tenant's covenant to indemnify and save harmless the Landlord and its officers, employees and agents shall not apply to the extent that the loss or damage is caused by negligence on the part of the Landlord or its officers, employees and agents.

**ARTICLE 4**

**Section 4.1 Definitions**

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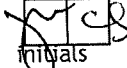
  
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In this lease, the following words and expressions shall have the following meanings:

- (a) "Environment" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease;
- (b) "Hazardous Substances" means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, ureaformaldehyde, asbestos materials, underground tanks, compounds known as chlorobiphenyls, Pollutants, contaminants, hazardous, corrosive or toxic Substances, special waste or waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licenced by any federal, provincial or municipal authority;
- (c) "Medium" means any land, water or air and includes the Premises;
- (d) "Pollute" is a verb which means to Release into or onto any Medium any Substance that:
  - (i) alters the physical, biological or chemical nature of that Medium;
  - (ii) alters the capacity of the Medium to support any living thing, whether animal or plant life;
  - (iii) injures or is capable of injuring the health or safety of a person in, on or near the Medium;
  - (iv) injures or is capable of injuring property or any life form in, on or near the Medium;
  - (v) interferes with or is capable of interfering with visibility or the dispersion of light or any photochemical activity within the Medium;
  - (vi) interferes with or is capable of interfering with the normal conduct of business in, on, near or from the Medium;
  - (vii) causes or is capable of causing physical discomfort to a person in, on or near the Medium;
  - (viii) damages or is capable of damaging the Environment; or
  - (ix) is Waste,

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and "Polluted" is an adjective, and "Pollution" and "Pollutant" are nouns, which have meanings that correspond to the meaning contained in this paragraph;

- (e) "Release" includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (f) "Waste" has the meaning given to it in the Environmental Management Act, S.B.C. 2003, c. 53, as amended or substituted from time to time but if the Environmental Management Act is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act; and
- (g) "Substance" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this lease.

**Section 4.2 Suitability of the Premises**

The Tenant acknowledges and agrees that the Landlord, either itself or through its officers, employees or agents, has not made and the Tenant has not relied upon any representations or warranties from the Landlord or its officers, employees or agents as to:

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for any business, activity or purpose whatever;
- (c) the suitability of the Premises for use by the Tenant;
- (d) the existence, nature or extent of any Pollution on or of the Premises; or
- (e) the need to take any remedial action in relation to any Pollution on or of the Premises.

**Section 4.3 Tenant's Inspection of the Premises**

The Tenant acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Premises and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) the state of repair of the Premises;
- (b) the suitability of the Premises for use by the Tenant;
- (c) the existence, nature or extent of any Pollution on the Premises; and

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- (d) the need to take any remedial action in relation to any Pollution on or of the Premises;

and the Tenant has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Premises are being leased to the Tenant on an "as is" basis.

The Tenant hereby assumes any and all duties, obligations or liabilities under any relevant law in respect of the Premises, including but not limited to any costs, expenses or liabilities for any remedial action for any Pollution of the Premises caused by the Tenant during the Term.

#### Section 4.4 Release and Indemnification

The Tenant hereby releases the Landlord and its officers, employees and agents from any and all costs, expenses, damages, losses or liabilities that may be incurred or suffered by the Tenant by reason of or resulting from or in connection with or arising in any manner whatsoever out of:

- (a) the Premises not being suitable for use by the Tenant;
- (b) the Premises being, or being found to be at any time, Polluted; or
- (c) the need to take any remedial action and the taking of such action as a result of such Pollution on or off the Premises.

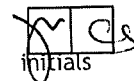
The Tenant shall indemnify, defend and save harmless the Landlord in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property outside the Premises, arising out of or in any way connected with the manufacture, storage, transportation, handling and discharge of Hazardous Substances on or from the Premises by the Tenant or any one for whom the Tenant is responsible in law.

#### Section 4.5 Removal of Hazardous Substances

The Tenant shall not bring upon the Premises or any part thereof, or cause or suffer the bringing upon the Premises or any part thereof, any Hazardous Substances and if at any time there shall be any Hazardous Substances upon the Premises or a part thereof as a result of the breach of this covenant, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Article;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and

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- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.5.

**Section 4.6 Breach of Laws Relating to Hazardous Substances**

Without limiting the generality of Section 4.5, the Tenant shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws and regulations from time to time in force relating to the Landlord, the Tenant, the activities carried out on the Premises relating to Hazardous Substances and the protection of the Environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Premises constituting an offence thereunder or a breach thereof and, if the Tenant shall, either alone or with others, cause or suffer the happening of such event, the Tenant shall, at its own expense:

- (a) immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the following provisions of this Section 4.6;
- (b) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the Landlord, obtain at the Tenant's cost and expense from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Premises or, if such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.6.

The Tenant shall, at its own expense, remedy any damage to the Premises caused by such event within the Premises or by the performance of the Tenant's obligations under this Section 4.6 as a result of such occurrence.

If any governmental authority having jurisdiction shall require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Premises or Released into the Environment from the Premises during the Term, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's requirements with respect to such plans. AND the Tenant agrees that if the Landlord determines, in its sole discretion, that the Landlord, its property or its reputation is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such

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work or any part thereof at the cost and expense of the Tenant, pursuant to Section 10.7 of this lease.

**Section 4.7 Enquiries Pertaining to Hazardous Substances**

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant, the Tenant's activities on the Premises and the Premises including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may require in order to facilitate the obtaining of such information.

**Section 4.8 Landlord's Inspection of Goods**

The Landlord may at any time and from time to time inspect the Tenant's goods upon the Premises and the Tenant's records relating thereto for the purpose of identifying the nature of the goods and the existence or absence of any Hazardous Substances and the Tenant shall assist the Landlord in so doing.

**Section 4.9 Ownership Remains With Tenant**

If the Tenant shall bring or create upon the Premises any Hazardous Substances or suffer the bringing or creation upon the Premises of any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substance upon the Premises then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord and notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises and notwithstanding the expiry or earlier termination of this lease.

**Section 4.10 Environmental Covenants Survive Termination**

The obligations of the Tenant in this Article 4 shall survive the expiry or earlier termination of this lease save only that, to the extent that the performance of those obligations requires access to or entry upon the Premises or any part thereof the Tenant shall have such entry and access only at such times and upon such terms and conditions as the Landlord may from time to time specify; and the Landlord may, at the Tenant's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Tenant; but having commenced such work, the Landlord shall have no obligation to the Tenant to complete such work.





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## ARTICLE 5

### Section 5.1 Tenant's Insurance

The Tenant shall, without limiting any of its obligations or liabilities under this lease, obtain and continuously carry during the term of this lease at its own expense and cost, insurance coverage with minimum limits of not less than those specified, as follows:

- (a) comprehensive general liability insurance with limits of \$5,000,000 dollars per occurrence or such higher limit of coverage as the Landlord's Director of Risk Management may require from time to time and the policy shall:
  - (i) indemnify and protect the Tenant, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Premises or to any public or private property occurring within or about the Premises or arising by virtue of the Tenant's occupation or possession of the Premises;
  - (ii) insure the Tenant, the Landlord and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party shall not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
  - (iii) add the Landlord, its officials, officers, employees and agents as additional insureds;
  - (iv) include All Risk (Broad Form) Tenant's Legal Liability insurance for an amount equal to the full replacement cost of the Premises but not less than \$910,000, such coverage to include the activities and operations conducted by the Tenant and third parties in the Premises;
  - (v) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this lease: and
  - (vi) provide for a limit of deductibility not greater than Two Thousand Five Hundred Dollars (\$2,500.00), with the exception of claims arising from forceable ejection where the limit of deductibility shall be not greater than Three Thousand Five Hundred Dollars (\$3,500.00) or such other minimum limit as the Landlord's Director of Risk Management may sanction from time to time, acting reasonably.
- (b) All Risk (Broad Form) insurance on property of every description and kind owned by the Tenant or for which the Tenant is legally liable or installed by or on behalf

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of the Tenant (and which is located in the Premises), including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any display model, project, prototype, tool, instrument or device within the Premises in an amount not less than ninety percent (90%) of the full replacement cost thereof. The City of Vancouver shall be added as named insured and loss payee for its interest.

- (c) The Tenant shall carry All Risk Blanket Plate Glass insurance against damage or breakage of glass within the Premises (whether exterior or interior).

Section 5.2 General Requirements of Insurance

The following shall apply to all insurance policies:

- (a) the policies shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Landlord's Director of Risk Management and shall provide the Landlord with 30 days prior written notice of material change or cancellation. Notice shall be given to the City of Vancouver, c/o Risk Management Division, Attention: Insurance Administrator. Notice must identify the name of the Tenant as set out in this lease and the location or address of the Premises;
- (b) neither the providing of insurance by the Tenant in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Tenant from any other provisions of this lease with respect to liability of the Tenant or otherwise;
- (c) the insurance coverage shall be primary insurance as respects the Landlord and any insurance or self-insurance maintained by or on behalf of the Landlord, its officials, officers, employees or agents shall be excess of this insurance and shall not contribute with it; and
- (d) subject to the provisions of this Article 5, the Tenant shall provide at his/their own cost any additional insurance which the Tenant is required by law to provide or which the Tenant considers necessary.

Section 5.3 Evidence of Insurance

Prior to the commencement of the lease, the Tenant shall provide evidence of each policy of insurance required to be taken out by the Tenant in the form of a City of Vancouver Certificate of Insurance. If required by the Landlord, the Tenant shall provide certified copies of the policies signed by the insurers. Although not required to do so, if the Tenant fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the

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Landlord may secure such insurance and the Tenant shall pay the cost of same as additional rent.

## ARTICLE 6

### Section 6.1 Termination on Damage or Destruction

If the Premises are substantially damaged or destroyed to the extent that the Premises or a substantial area of the Premises are rendered unusable by the Tenant or convenient access to the Premises cannot be had, all as determined by the Landlord in its sole discretion, the Landlord may, at its option, elect to not rebuild or repair the Premises and may terminate this lease and the Tenant's liability for rent will end as of the date of such damage or destruction but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

### Section 6.2 Repair of Damage or Destruction

If the Landlord elects to rebuild or repair the Premises, the Landlord will commence rebuilding or repairing within 60 calendar days of the occurrence of the damage or destruction. If the Landlord does not initiate the rebuilding or repairing within such time period or, having commenced rebuilding or repairing, does not prosecute same to completion with reasonable dispatch, then the Tenant may give the Landlord 14 calendar days notice of the termination of this lease but such termination will not operate so as to relieve the Tenant of any liability arising from such damage or destruction. There will be no compensation to the Tenant on account of such termination.

### Section 6.3 Abatement of Rent

In the event of damage or destruction to the Premises to the extent that the Premises or part of the Premises are rendered unusable or convenient access to the Premises cannot be had, which in either case is not caused by the default or negligence of the Tenant or those for whom it is responsible in law, the rent will abate in the same proportion that the area of which the Tenant is deprived bears to the total area as determined in the opinion of the Landlord and such abatement will continue only so long as the Landlord determines its continuance to be reasonable.

## ARTICLE 7

### Section 7.1 Assignment

The Tenant shall not assign its leasehold interest in the Premises save and except upon the written consent of the Landlord, which consent the Landlord may not unreasonably withhold but nevertheless if there are personal covenants herein on the part of the Tenant which, in the opinion of the Landlord's solicitors will not run with the lease, then the Landlord may withhold

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its consent to assignment unless the prospective assignee covenants with the Landlord to be bound by such personal covenants as if such covenants had been made between the Landlord and the prospective assignee.

Any amalgamation of the Tenant with any other party, and any change of effective control of the Tenant, will constitute an assignment of the Tenant's interest under this lease and will be subject to all of the provisions of this Section 7.1. Change of effective control of the Tenant includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Tenant or the business required to be carried on in the Premises.

### Section 7.2 Subleasing

The Tenant shall not sublease, license, set over or otherwise part with possession of the Premises or let any third party into possession of the Premises save and except upon written consent of the Landlord, which consent the Landlord may not unreasonably withhold.

### Section 7.3 Assignment of Sublease Rent

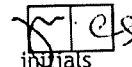
Notwithstanding Section 7.2 hereof, the Tenant hereby assigns to the Landlord all rents and fees payable to the Tenant under any sublease, license or occupation agreement with any third party, which assignment shall supersede any provisions regarding the Tenant in bankruptcy and any claims of the creditors of the Tenant whether by execution, attachment, garnishing order or otherwise PROVIDED HOWEVER the Landlord agrees to refrain from enforcing the said assignment so long as the Tenant shall not be in default in the payment of rent or the performance or observance of its covenants hereunder. Upon the Tenant falling into default in the payment of its rent or the performance or observance of its other covenants hereunder, the Landlord may forthwith direct the sub lessee, licensee or such other third party to pay to the Landlord the sublease rent, license fees or other monies as would otherwise be owing to the Tenant from time to time and the payment of such monies to the Landlord shall pro tanto discharge the sub lessee's, licensee's or other third party's obligations to the Tenant and the Landlord shall apply such monies to the rent and the performance and observance of the Tenant's covenants hereunder notwithstanding any claims on the part of the Tenant's trustee in bankruptcy or the Tenant's creditors, whether by execution, attachment, garnishing order or otherwise. If the sub lessee, licensee or other third party fails to abide by the Landlord's directions in this behalf then, at the Landlord's election, the sublease, license or other third party agreement shall cease and determine and the Landlord may forthwith re-enter the subleased, licensed or occupied portion of the Premises and arrange for new occupants thereof whose occupation shall be subject to the provisions of this paragraph.

### Section 7.4 Mortgage of Lease

Under no circumstances whatever may this lease be mortgaged or otherwise encumbered by way of sublease, assignment or otherwise.

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**Section 8.1 Bankruptcy**

If the Term or any of the goods or chattels of the Tenant are at any time seized or taken in execution by any creditor of the Tenant, or if the Tenant makes a general assignment for the benefit of creditors, or if the Tenant institutes proceedings to have the Tenant adjudicated as bankrupt or insolvent, or if the Tenant becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Tenant bankrupt or insolvent, or if the Tenant is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Tenant or its directors shall pass any resolution authorizing the dissolution or winding-up of the Tenant, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Tenant's property shall be appointed or applied for by the Tenant or by one or more of the Tenant's creditors, then the Landlord shall be so notified and the then current rent plus an additional three (3) months current rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears of rent and, at the option of the Landlord, the Term is subject to termination forthwith. If the Tenant becomes defunct or amalgamates with any other body without obtaining the prior written consent of the Landlord or if a committee is appointed under the Patients Property Act, R.S.B.C. 1996, c. 349, as amended or substituted from time to time, to lawfully deal with the Tenant's estate then at the option of the Landlord the Term shall forthwith terminate. If the Tenant surrenders up its certificate of incorporation or otherwise ceases to exist the Term terminates as of such surrender or dissolution. If the Tenant is a natural person, at any time after the Tenant's death the Landlord may terminate the Term upon sixty (60) days notice to any executor or administrator of his estate.

**ARTICLE 9**

**Section 9.1 Statutes and By-laws**

The Tenant covenants to promptly and faithfully observe and comply with all federal, provincial or civic statutes, by-laws, regulations and orders now or hereafter which are in force and in effect which touch and concern the Premises or the Tenant's activities within the Premises, including, without limitation, any applicable environmental guidelines, and any amendments thereto, which deal with environmental protection and safety and/or Hazardous Substances. If any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Tenant shall perform and observe same at his own expense in the place and stead of the Landlord.

**Section 9.2 Quiet Enjoyment**

Subject to the provisions of this lease and subject to the provision that nothing contained or implied herein shall prejudice or affect the Landlord's rights and powers in the exercise of its functions pursuant to the Vancouver Charter, S.B.C. 1953, c. 55, as amended or substituted from time to time, and the rights and powers of the Landlord under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively

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exercised in relation to the Premises as if this lease had not been executed and delivered by the Landlord and the Tenant, the Landlord covenants with the Tenant for quiet enjoyment.

Section 9.3 Performance of Obligations

The Tenant covenants with the Landlord to faithfully and promptly pay the rent and perform and observe its obligations herein.

Section 9.4 No Registration of Lease

The Landlord is not obligated to deliver this lease in registrable form. The Tenant shall not register this lease in the Land Title Office.

**ARTICLE 10**

Section 10.1 Breach of Covenants

If and whenever:

- (a) any Rent payment or any part thereof is not made on the day appointed for payment thereof; or
- (b) the Tenant is in default in the payment of any money, other than Rent, required to be paid by the Tenant under the terms of this lease and such default continues for ten (10) days following any specific due date on which the Tenant is to make such payment or, in the absence of such specific due date, for ten (10) days following notice requiring the Tenant to pay the same; or
- (c) the Tenant defaults in performing or observing any of the provisions of this lease other than those requiring payment of money to the Landlord and such default continues for a period of twenty (20) days after notice thereof to the Tenant, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Tenant fails to proceed promptly and diligently and continuously after the service of such notice to cure same; or
- (d) the Premises are vacated or unoccupied for ten (10) or more consecutive days while the Premises can be used for the Permitted Use, without the consent of the Landlord; or
- (e) the Premises are abandoned by the Tenant; or
- (f) this lease is terminated;

then and in every such case, it shall be lawful for the Landlord at any time thereafter without notice or demand, with or without process of law and by forcible entry if necessary, to re-enter

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into and upon the Premises, and to terminate this lease by leaving upon the Premises notice in writing of such termination. If the Landlord terminates this lease pursuant to this section, or otherwise as a result of default of the Tenant, there shall immediately become due and owing to the Landlord, in addition to any other sums payable to the Landlord hereunder as damages suffered by the Landlord as a result of the Tenant's breach, the then current month's rent, together with the rent accruing for the remainder of the Term. This provision for notice and termination shall not be construed so as to delay or supercede any specific remedy to which the Landlord may have recourse in this lease.

**Section 10.2 Distraint**

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell all the Tenant's goods and property, whether within the Premises or not, and apply the proceeds of such sale towards any arrears of rent (including amounts deemed to be rent under this lease) and the costs of the seizure and sale. The Tenant further agrees that if it abandons the Premises and any arrears of rent remain unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and property of the Tenant at any place to which the Tenant or any other person may have removed them from the Premises, in the same manner as if such goods and property had remained in, about or upon the Premises.

**Section 10.3 Right to Re-let**

If the Landlord becomes entitled to re-enter the Premises the Landlord shall have the right, if it thinks fit, to enter the Premises as the agent of the Tenant either by force or otherwise without being liable for any prosecution therefor, and as agent of the Tenant to re-let the Premises or any part or parts thereof at the risk of the Tenant and, as agent for the Tenant, to receive the rent therefor and, as agent for the Tenant, to take possession of any furniture, equipment and other property therein and sell the same at public or private sale without notice. Such rent and proceeds from the sale of the furniture, equipment and other properties shall be allocated first to the Landlord's cost of so entering and re-letting, then to interest on amounts due by the Tenant to the Landlord hereunder and unpaid, and then to the payment of such unpaid sums. The balance of such rent and proceeds, if any, may be applied by the Landlord on account of the rent due hereunder to the Landlord.

**Section 10.4 Forfeiture**

The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event the Tenant shall be evicted or dispossessed from the Premises for any cause, statutory or otherwise, or if the Landlord re-enters the Premises following the occurrence of any default by the Tenant hereunder, or if this lease is terminated before the expiration date thereof originally fixed herein.

**Section 10.5 Remedies Generally**

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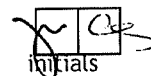
Mention in this lease of any particular right or remedy of the Landlord in respect of the default by the Tenant shall not preclude the Landlord from any other right or remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this lease. No right or remedy shall be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed or performed, the Tenant's only remedy (except where another remedy is expressly provided herein, in which event the Tenant shall be restricted to that remedy) shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that the Tenant has suffered as a result of a breach (if established) by the Landlord in the observance and performance of any of the terms, covenants and conditions contained in this lease on the part of the Landlord to be observed and performed. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of the Landlord and the Tenant created hereby, the Tenant's use or occupancy of the Premises or any claim for any injury. In the event the Landlord commences any action or proceeding for non-payment of rent, the Tenant agrees not to interpose any counterclaim of any nature or description in any such action or proceeding. In the event of any breach or threatened breach by the Tenant of any of the terms and provisions of this lease, the Landlord shall have the right to injunctive relief as if no other remedies were provided herein for such breach. The Tenant hereby expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of judgment therein shall bar the Landlord from bringing any subsequent action or proceeding from time to time. If the Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, whether by a renewal or extension option herein contained or by separate agreement, the Landlord may cancel such option or agreement for renewal or extension of this lease, upon written notice to the Tenant.

**Section 10.6 Expenses**

If any legal proceeding is brought for recovery of possession of the Premises, for the recovery of rent or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, the Tenant shall pay to the Landlord as additional rent, upon demand, all costs and expenses incurred therefor (including without limitation, all professional and consultant fees, and all legal fees on a solicitor and his own client basis, disbursements, and all court costs and expenses of any legal proceeding; and the term "proceeding" shall include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" shall include the pro-rata portion of the wages, salaries and all other remuneration of the Landlord's officers and employees reasonably attributed to the matter).

Without limiting the generality of the immediately preceding paragraph or any other provisions of this lease, the Tenant shall pay to the Landlord, as additional rent upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this Section 10.6) which the Landlord may incur or pay out by reason of, or in connection with:

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- (a) any proceeding by the Landlord to terminate this lease or for the recovery of possession of the Premises or for the recovery of rent;
- (b) any other proceeding by the Landlord against the Tenant or any indemnitor;
- (c) any distress levied by the Landlord against the Tenant's goods, chattels and inventory or any of them on the Premises for the recovery of rent;
- (d) any default by the Tenant in the observance or performance of any obligations of the Tenant under this lease whether or not the Landlord commences any proceeding against the Tenant or any indemnitor;
- (e) any proceeding brought by the Tenant against the Landlord (or any officer, employee or agent of the Landlord) in which the Tenant fails to secure a final judgment against the Landlord;
- (f) any other appearance by the Landlord (or any officer, employee or agent of the Landlord) as a witness or otherwise in any proceeding whatsoever involving or affecting the Landlord, the Tenant, this lease, the indemnity agreement (if any) or the Premises;
- (g) any amendment, modification or change in any of the terms of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such amendment, modification or change is finally agreed on);
- (h) any renewal, extension, surrender, or release of this lease or the indemnity agreement, if any (and any request or negotiations pertaining thereto, whether or not such renewal, extension, surrender or release becomes effective);
- (i) any transfer of this lease (and any request or negotiations pertaining thereto, whether or not such transfer is approved and finally agreed on); and
- (j) any Alterations of or to the Premises (and any request or negotiations pertaining thereto, whether or not such Alterations are approved and finally agreed on).

The Tenant's obligations under this Section 10.6 shall survive the expiration or earlier termination of this lease.

**Section 10.7 Landlord May Remedy Tenant's Default**

If the Tenant fails to pay, when due, any amount required to be paid by the Tenant pursuant to this lease, the Landlord, after giving two (2) days' notice in writing to the Tenant, may, but shall not be obligated to, pay all or any part of it. If the Tenant is in default in the performance of any of its covenants or obligations hereunder (other than the payment of rent required to be paid by the Tenant pursuant to this lease), the Landlord may from time to time after giving such notice as it considers sufficient (or without notice in the case of an emergency)

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having regard to the circumstances applicable, perform or cause to be performed any of such covenants or obligations, or any part thereof, and for such purpose may do such things as may be required, including, without limitation, entering upon the Premises and doing such things upon or in respect of the Premises or any part thereof as the Landlord considers requisite or necessary. All expenses incurred and expenditures attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 10.7, shall be paid by the Tenant to the Landlord as additional rent upon demand. The Landlord shall have no liability to the Tenant or any other person for any claims resulting from any such action, entry or performance of any work by the Landlord upon the Premises.

#### Section 10.8 Security Agreement

- (a) The Tenant hereby grants to the Landlord a security interest ("Security Interest") in all of the Tenant's personal property of any kind including, without limiting the generality of the foregoing, all goods, chattels, trade fixtures, furniture, equipment, inventory, stock-in-trade, chattel paper, instruments, documents of title, supplies, securities, the business on the Premises, accounts receivable, book debts and intangibles (collectively, "Collateral") which are or may be at any time hereafter on the Premises or elsewhere, to secure the payment of all rent and the fulfillment of the other obligations of the Tenant under this lease. Except for the Security Interest, the Tenant agrees that all Collateral on the Premises shall be the unencumbered property of the Tenant. The Tenant agrees to enter into, on the Landlord's request, a separate security agreement, mortgage or similar other charge or security instrument, in addition to this security agreement, or to document separately the Security Interest hereby granted, containing such terms as the Landlord shall reasonably require, on all of the Collateral at any time during the Term, including all after-acquired items forming part of the Collateral, as security for the payment of rent and performance by the Tenant of all of its other obligations pursuant to this lease. Whether or not any additional or separate security agreement, mortgage, charge or other security instrument is requested by or given to the Landlord as aforesaid, the Tenant confirms and agrees that the Security Interest is complete and valid without the necessity of the Tenant's giving any other or further documentation in respect thereof. The Tenant agrees that the Security Interest shall attach to the Collateral immediately upon the execution of this lease and that, to the extent necessary to give full effect to this Section 10.8, this lease is intended to constitute a security agreement as defined in the Personal Property Security Act, R.S.B.C. 1996 c. 359 as amended or substituted from time to time. This security agreement is separate from and shall survive the termination, expiry or disclaimer of this lease.
- (b) On default by the Tenant under this lease, the Landlord may itself, or by its agents or employees, or by a receiver or any replacement thereof appointed in writing by Landlord, take possession of the Collateral, carry on the business on

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the Premises, in such manner as Landlord or such receiver determines, and realize upon the Collateral and enforce its rights under the Security Interest by any remedy or proceeding authorized or permitted hereby or at law including, without limitation, all rights and remedies available to a secured party under the Personal Property Security Act and any other similar statutes; included in such rights of the Landlord is the right to recover the reasonable expenses of retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and all other reasonable expenses, including legal costs, incurred by the Landlord, the Landlord may exercise any rights as provided by this Section 10.8 on the Premises and for such purpose may lock the Premises, change any locks on the Premises and by any means exclude the Tenant from all or any parts of the Premises and the Landlord shall not thereby be terminating this lease in the absence of express written notice terminating this lease.

- (c) This Security Interest shall not be deemed to have been satisfied, discharged or redeemed by reason of the Tenant not being indebted to the Landlord at any time or from time to time and no payment shall reduce the amount secured by this Security Interest except to the extent expressly approved by the Landlord in writing.
- (d) This Security Interest is given in addition, and not as an alternative, and may be exercised by the Landlord without prejudice to any other rights of the Landlord under this lease or at law including, without limitation, the Landlord's right of distress.

### ARTICLE 11

#### Section 11.1 Vacant Possession

Upon termination of the Term, whether by the passage of time or otherwise, the Tenant shall deliver up vacant possession of the Premises and shall leave the Premises in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish and stock-in-trade and shall ensure that the Premises are to the standard of repair and decoration required of the Tenant pursuant to Article 2 hereof.

#### Section 11.2 Trade Fixtures

- (a) If the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall have the right to remove its trade fixtures from the Premises but shall make good any damage caused to the Premises resulting from the installation or removal thereof.
- (b) If the Tenant fails to remove any of its trade fixtures and restore the Premises as provided in Section 11.2(a), all such trade fixtures shall become the property

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of the Landlord except to the extent that the Landlord requires removal thereof pursuant to Section 11.2(d).

- (c) If the Tenant abandons the Premises or this lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant, as of the moment of such default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 11.2(d), become and be deemed to be the property of the Landlord, without compensation to the Tenant but without prejudice to any other right or remedy of the Landlord at law or in equity.
- (d) Notwithstanding that any trade fixture is or may become the property of the Landlord, the Tenant shall forthwith remove all or part of the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 11.2(d), fails to promptly remove any trade fixture in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixture and make good any damage caused to the Premises resulting from the installation or removal thereof, without any liability accruing against the Landlord and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

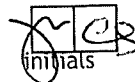
Section 11.3 Overholding

If the Tenant continues to occupy the Premises after the expiration of the Term, and the Landlord shall accept Rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, at a monthly Rent equal to 150% of the Rent payable by the Tenant in the last month of the Term or any renewal term. Any month-to-month tenancy shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month's prior notice in writing. Nothing contained in this Section 11.3 shall be construed to limit or impair any of the Landlord's rights of re-entry or eviction or constitute a waiver.

**ARTICLE 12  
RIGHT OF ENTRY**

Section 12.1 For Showings/Inspection

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The Landlord or its agents have the right to enter the Premises at any reasonable time (and upon twenty-four (24) hours written notice to the Tenant) to examine them or to show them to prospective purchasers, tenants or mortgagees, and to enter the Premises at times mutually agreed between the Landlord and the Tenant (or on reasonable prior notice) to make such repairs as the Landlord may deem necessary or desirable and the Landlord will be allowed to take all required material into and upon the Premises without such entry constituting an eviction of the Tenant in whole or in part nor a breach of the Landlord's obligations and the rent reserved will in no way abate by reason of loss or interruption of the business of the Tenant or otherwise while the repairs are being made, provided the Landlord takes all commercially reasonable steps to perform the work expeditiously and with as little inconvenience to the Tenant as is possible in the circumstances.

**Section 12.2 Landlord's Access to Records**

The Landlord may at any reasonable time and upon twenty-four (24) hours written notice to the Tenant enter (or permit governmental authorities to enter) the Premises or any other office of the Tenant's for the purpose of ensuring the Tenant's compliance with this lease, including without limitation, by auditing the Tenant's environmental and financial records and by conducting soil, water and other tests, provided that the Landlord takes reasonable steps to avoid interfering with the Tenant's use and occupation of the Premises.

**Section 12.3 "For Lease/Sale" Signs**

During the six (6) months prior to the expiration of the Term, the Landlord may place upon the Premises the usual notices "For Lease" or "For Sale" and the Tenant will permit the notices to remain without interference or interruption. The Landlord may at any time within six (6) months before the end of the Term enter the Premises and bring others at all reasonable hours for the purposes of showing the Premises to prospective tenants or purchasers.

**Section 12.4 Emergency Access**

If and when for any reason an emergency will exist or be contemplated, the Landlord or its agents may enter the Premises by a master key, or may forcibly enter them, provided reasonable care is exercised, without rendering the Landlord or such agent liable, and without in any manner affecting the Tenant's obligations under this lease. However, despite the above, the Landlord has no obligation, responsibility or liability, for the care, maintenance or repair of the Premises except as otherwise specifically provided.

**ARTICLE 13**

Intentionally Deleted

Lease - 901 Granville Street (CINEMA) - April 1, 2023

  
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**ARTICLE 14**

**Section 14.1 Landlord Released**

In the event of the sale or lease by the Landlord of the Premises or the assignment by the Landlord of its interest in this lease, the Landlord will without further written agreement be released and relieved of and from such liabilities and obligations.

**Section 14.2 Tenant's Covenant**

The Landlord may sell, transfer or otherwise dispose of the Premises, or any portion of the Premises, to any party and upon the conveyance to such party of the Premises or any portion of them, the Tenant will attorn to and become the Tenant of such party under the terms of this lease and the Tenant will provide such party with an acknowledgment in writing binding upon the Tenant that it will perform the obligations and satisfy the liabilities of the Tenant, and any indemnifier or covenantor will execute and deliver a new covenant or indemnity agreement to such party on the same terms as any existing agreement with the Landlord.

**Section 14.3 Status Statement**

The Tenant will provide within three (3) days of the request of the Landlord a status statement for the Landlord, addressed to the Landlord and any potential buyer or mortgagee, binding upon the Tenant, confirming:

- (a) that the Tenant has accepted possession of the Premises;
- (b) whether or not the Landlord has carried out all of its obligations pursuant to this lease;
- (c) that this lease constitutes the whole of the agreement between the parties (or setting out such other agreements);
- (d) that this lease is in full force and effect and that there are no defences or set offs which the Tenant claims against the Landlord (or setting out any such claims); and
- (e) such other matters as may be reasonably required by the Landlord or any potential or actual purchaser of the Premises.

**ARTICLE 15**

**Section 15.1 Delivery of Notices**

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Any notice required to be given hereunder must be in writing and the sender must deliver it by hand or by telecopier or by mail to the party to which it is to be given, as follows:

(a) to the Tenant:

Donnelly Public Houses Inc.  
302 - 1110 Hamilton Street  
Vancouver, BC V6B 2W2

Attention: Reid Ogdon, VP Operations

and

(b) to the Landlord:

City of Vancouver  
c/o The Director of Real Estate Services  
453 West 12th Avenue  
Vancouver BC V5Y 1V4

or to such other address or telecopier number as the party may designate and will be deemed to have been received on the day of delivery or telecopying if within business hours on a business day and otherwise on the next succeeding business day and, if mailed, the fifth day after mailing, provided that if there is between the time of mailing and the actual receipt of the notice a mail strike, slow-down or other labour dispute which might affect delivery of such notice then such notice shall only be effective if actually delivered.

**Section 15.2 Administration of Lease**

Where this agreement requires or permits on the part of the Landlord any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action shall be well and truly performed on the part of the Landlord when performed by the Landlord's Director of Real Estate Services or his nominee.

**Section 15.3 Covenants Survive Termination**

The covenants herein on the part of the Landlord and the Tenant which, as of termination of this lease or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding shall nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such covenant remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, notwithstanding anything herein to the contrary.

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**Section 15.4 Time is of the Essence**

Time shall be of the essence of this lease, save as herein otherwise specified.

**Section 15.5 Captions and Headings**

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease nor in any way affect this lease.

**Section 15.6 Interpretation**

Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires; these presents shall extend to, be binding upon and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the heirs, executors, administrators, successors and permitted assigns of the Tenant.

**Section 15.7 Joint and Several**

Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

**Section 15.8 Waiver**

No waiver of or neglect to enforce this lease upon a default by the Tenant will be deemed to be a waiver of any such right upon any subsequent similar default. Without limiting the generality of this Section 15.8, the acceptance by the Landlord of part payment of any sums, including rent, required to be paid under this lease will not constitute a waiver or release of the Landlord's right to payment in full of such sums.

**Section 15.9 Entire Agreement**

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this lease or the Premises except as expressly set out in this lease, and that this lease may not be modified except by an agreement in writing executed by both the Landlord and the Tenant.

**Section 15.10 Governing Law**

This lease will be governed by and interpreted in accordance with the laws of British Columbia and the parties irrevocably attorn to the jurisdiction of the courts of British Columbia.

Lease - 901 Granville Street (CINEMA) - April 1, 2023

  
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**Section 15.11 Severability**

If any provision or provisions of this lease are determined by a court to be illegal or not enforceable, it or they shall be considered separate and severable from this lease and the remaining provisions of this lease shall remain in full force and be binding upon the parties.

**Section 15.12 Relationship between Landlord and Tenant**

Nothing contained in this lease nor any acts of the Landlord or the Tenant will be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

**Section 15.13 Force Majeure**

Despite anything contained in this lease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this lease because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Tenant from payment of rent or the Landlord from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this lease.

**Section 15.14 Good Neighbour Agreement**

During and throughout the Term, the Tenant will enter into a Good Neighbour Agreement with the City of Vancouver - Licencing department with the final copy to be attached as Appendix D.


Lease - 901 Granville Street (CINEMA) - April 1, 2023

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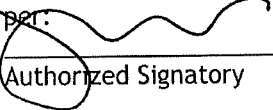
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IN WITNESS WHEREOF the parties hereto have executed this lease as of the day and year first above written.

CITY OF VANCOUVER

per:  **CARVAN SUNG**  
Real Estate Services  
Authorized Signatory

DONNELLY PUBLIC HOUSES INC.

  
Authorized Signatory  
  
\_\_\_\_\_  
Authorized Signatory

Approved by resolution of Vancouver City Council on March 28, 2023.

This is the signatory page of a Lease between the City of Vancouver as Landlord and Donnelly Public Houses Inc. as Tenant concerning 901 Granville Street (the Premises).

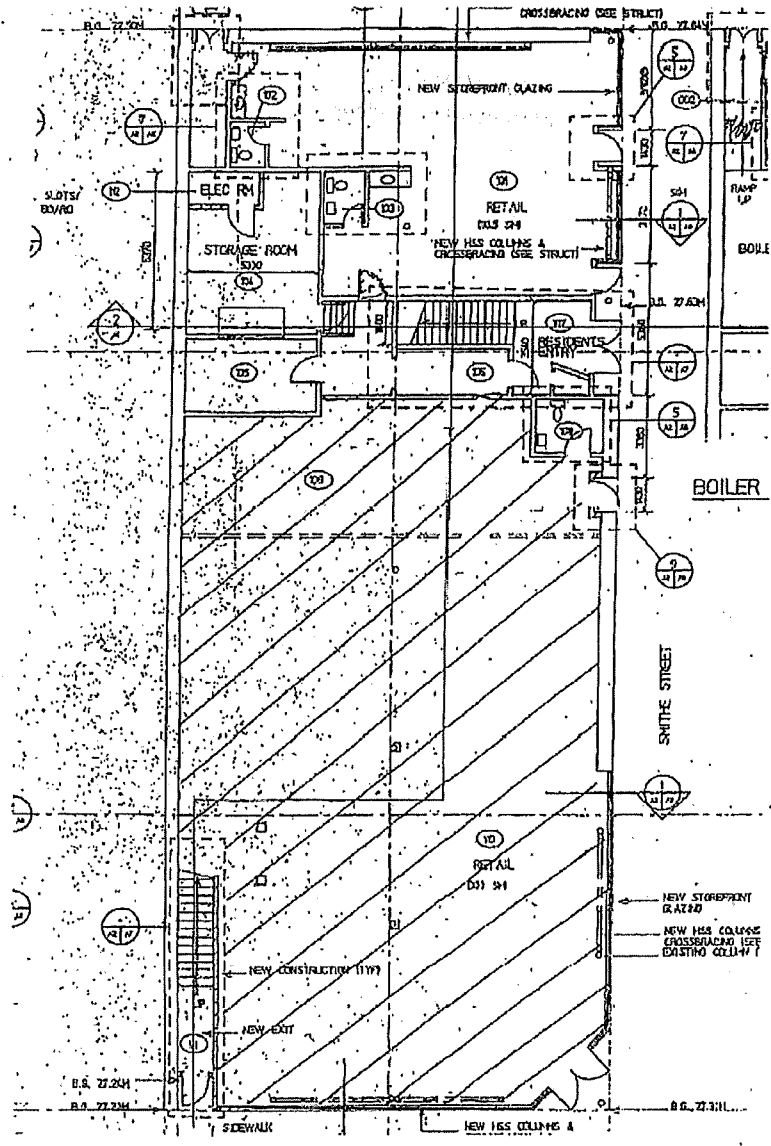
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Lease - 901 Granville Street (CINEMA) - April 1, 2023



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Appendix A



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Appendix B

SERVICE LEVEL AGREEMENT (SLA) COV AV - City of Vancouver Approved Vendor				
TENANCY PROFILE		Multiple Tenant - GROSS		
Item	Description	Party to Perform Work	Party to Pay for Work	Comment
<b>1.0</b>	<b>Heating, Ventilation and Air Conditioning</b>			
<b>1.1</b>	<b>Heating, Ventilation and Air Conditioning exclusive to or within the Premises (excluding common equipment/systems)</b>			
	a) annual inspection	Tenant	Tenant	COV AV
	b) routine maintenance and repair	Tenant	Tenant	COV AV
	c) provision & replacement of filter material	Tenant	Tenant	COV AV
	d) cleaning of ducts	Tenant	Tenant	COV AV
	e) life cycle replacement (Capital Maintenance)	Tenant	Tenant	COV AV
<b>1.2</b>	<b>Common Heating, Ventilation and Air Conditioning (if applicable, systems serving more than the Premises)</b>			
	a) annual inspection, maintenance and repair	COV	Tenant	included
	b) life cycle replacement	COV	Tenant	included
<b>2.0</b>	<b>Plumbing Systems</b>			
<b>2.1</b>	<b>Plumbing Systems exclusive to the Premises (excluding common systems/equipment)</b>			
	a) preventive maintenance and repairs to hydronic heating systems	Tenant	Tenant	COV AV
	b) major repairs and replacement of hydronic heating systems	Tenant	Tenant	COV AV
	c) preventive maintenance and repairs to domestic cold and hot water systems	Tenant	Tenant	COV AV
	d) major repairs and replacement of domestic cold and hot water systems	Tenant	Tenant	COV AV
	e) maintenance and repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	Tenant	Tenant	COV AV
	f) preventive maintenance and repairs to backflow preventor, if applicable	Tenant	Tenant	COV AV
	g) life cycle replacement of domestic cold and hot water systems, fixtures and piping	Tenant	Tenant	COV AV
	h) life cycle replacement of hydronic heating systems	Tenant	Tenant	COV AV
	i) life cycle replacement of fixtures (eg. faucets, urinals, water closets, drinking fountains, etc.)	Tenant	Tenant	COV AV
<b>2.2</b>	<b>Common Plumbing Systems (systems serving more than the Premises)</b>			
	a) annual inspection, maintenance and repair	COV	Tenant	included
	b) life cycle replacement of domestic cold and hot water systems; hydronic heating systems if applicable	COV	Tenant	included
	c) life cycle replacement of fixtures (eg. faucets, urinals, water closets, drinking fountains, sump pump, etc.) in common washrooms	COV	Tenant	included
<b>3.0</b>	<b>Mechanical Systems</b>			
<b>3.1</b>	<b>Mechanical Systems exclusive to the Premises (excluding common systems/equipment)</b>			
	a) preventive maintenance and repairs	Tenant	Tenant	COV AV
	b) life cycle replacement	Tenant	Tenant	COV AV
	c) installation, maintenance and replacement of additional equipment provided and installed by the occupant	Tenant	Tenant	COV AV
	d) elevator - maintenance and repair	Tenant	Tenant	COV AV
	e) elevator - life cycle replacement	Tenant	Tenant	COV AV
<b>3.2</b>	<b>Common Mechanical Systems (systems serving more than the Premises)</b>			

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	a)	annual inspection, maintenance and repair	COV	Tenant	included
	b)	life cycle replacement	COV	Tenant	included
<b>4.0</b>	<b>Fire Protection and Suppression Systems</b>				
<b>4.1</b>	<b>Fire Protection &amp; Suppression exclusive to the Premises</b>				
	a)	monthly inspection of fire extinguishers, and smoke detectors	Tenant	Tenant	COV AV
	b)	annual inspection of fire extinguishers	Tenant	Tenant	COV AV
	c)	repairs and recharging of fire extinguishers	Tenant	Tenant	COV AV
	d)	annual inspection, maintenance, repairs, and life-cycle replacement of smoke/heat detectors connected to the main building fire alarm system	Tenant	Tenant	COV AV
	e)	life cycle replacement of fire alarm system	Tenant	Tenant	COV AV
	f)	annual inspection, maintenance and repair of fire sprinkler system	Tenant	Tenant	COV AV
	g)	life cycle replacement of fire sprinkler system	Tenant	Tenant	COV AV
<b>4.2</b>	<b>Common Fire Protection &amp; Suppression (if applicable, systems serving more than the Premises)</b>				
	a)	annual inspection, maintenance and repairs of the fire alarm system	COV	Tenant	included
	b)	life cycle replacement of fire alarm system	COV	Tenant	included
	c)	annual inspection, maintenance and repair of fire sprinkler system	COV	Tenant	included
	d)	life cycle replacement of fire sprinkler system	COV	Tenant	included
<b>5.0</b>	<b>Security</b>				
<b>5.1</b>	<b>Security Systems dedicated to or within the Premises</b>				
	a)	system monitoring, inspection, maintenance and repair	Tenant	Tenant	
	b)	life cycle replacement	Tenant	Tenant	
	c)	repair, replacement, re-keying of all locks, fobs, and access devices (Tenant MUST provide a key to COV)	Tenant	Tenant	COV AV
<b>5.2</b>	<b>Common Security Systems (if applicable, systems serving more than the Premises)</b>				
	a)	system monitoring, inspection, maintenance and repair (including enterphones)	COV	Tenant	included
	b)	life cycle replacement	COV	Tenant	included
	c)	security personnel	COV	Tenant	included
<b>6.0</b>	<b>Electrical Distribution Systems</b>				
<b>6.1</b>	<b>Electrical Distribution Systems exclusive to the Premises (excluding common systems/equipment)</b>				
	a)	repairs and upgrades required by Code or initiated by Landlord	Tenant	Tenant	COV AV
	b)	repairs and upgrades required by Code and initiated by Tenant	Tenant	Tenant	COV AV
	c)	inspection, maintenance and repair of wiring, breakers and electrical panels	Tenant	Tenant	COV AV
	d)	life cycle replacement of wiring, breakers and panels	Tenant	Tenant	COV AV
	e)	repair or replacement of switches, receptacles, cover plates	Tenant	Tenant	COV AV
	f)	additions, extensions, or enhancements to meet tenant's needs including future maintenance	Tenant	Tenant	COV AV
<b>6.2</b>	<b>Common Electrical Distribution Systems (systems serving more than the Premises on service side)</b>				
	a)	inspection, maintenance and repair of electrical distribution systems	COV	Tenant	included
	b)	life cycle replacement of electrical distribution systems to the leased premises	COV	Tenant	included
	c)	maintenance, repair and replacement of auxiliary power generating systems	COV	Tenant	included
<b>7.0</b>	<b>Lighting Systems</b>				
<b>7.1</b>	<b>Lighting Systems exclusive to the Premises</b>				
	a)	lamp (eg. Bulbs, tubes) replacement for interior and exterior lighting	Tenant	Tenant	
	b)	annual inspection and maintenance of interior emergency/exit lighting	Tenant	Tenant	

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	c)	interior and exterior lighting fixture (eg. ballast) replacement	Tenant	Tenant	COV AV
	d)	life cycle replacement of fixtures	Tenant	Tenant	COV AV
	e)	cleaning of interior and exterior light fixtures	Tenant	Tenant	
	f)	provision, maintenance, repair and life cycle replacement of other lighting fixtures including portable, specialty fixtures, including exterior lighting related to the premises	Tenant	Tenant	
<b>7.2</b>	<b>Common Lighting Systems (if applicable, systems serving more than the Premises)</b>				
	a)	inspection, maintenance, repair, and cleaning of interior and exterior lighting	COV	Tenant	included
	b)	life cycle replacement of base building fixtures including emergency/exit lighting	COV	Tenant	included
<b>8.0</b>	<b>Windows</b>				
<b>8.1</b>	<b>Interior Windows exclusive to the Premises</b>				
	a)	breakage, routine repair and replacement of interior windows caused by occupant or occupant's operations	Tenant	Tenant	COV AV
	b)	cleaning of windows and surfaces of interior windows	Tenant	Tenant	COV AV
	c)	life cycle replacement	Tenant	Tenant	COV AV
<b>8.2</b>	<b>Exterior Windows exclusive to the Premises</b>				
	a)	breakage, routine repairs and replacement of exterior windows not caused by occupant or occupant's operations	Tenant	Tenant	COV AV
	b)	breakage, routine repairs and replacement of exterior windows caused by occupant or occupant's operations	Tenant	Tenant	COV AV
	c)	cleaning (interior and exterior surfaces)	Tenant	Tenant	COV AV
	d)	life cycle replacement	Tenant	Tenant	COV AV
<b>8.3</b>	<b>Common Interior or Exterior Windows (if applicable)</b>				
	a)	breakage, routine repairs and replacement of exterior windows not caused by occupant or occupant's operations	COV	COV	included
	b)	breakage, routine repairs and replacement of exterior windows caused by occupant or occupant's operations	COV	Tenant	chargeback
	c)	cleaning (interior and exterior surfaces)	COV	COV	included
	d)	life cycle replacement	COV	COV	included
<b>9.0</b>	<b>Doors</b>				
<b>9.1</b>	<b>Interior Doors exclusive to the Premises</b>				
	a)	maintenance and repair of interior doors	Tenant	Tenant	COV AV
	b)	life cycle replacement of interior doors	Tenant	Tenant	COV AV
<b>9.2</b>	<b>Exterior Doors exclusive to the Premises</b>				
	a)	maintenance and repair of exterior doors	COV	Tenant	TI Review
	b)	life cycle replacement of exterior doors	COV	Tenant	TI Review
<b>9.3</b>	<b>Common Interior or Exterior Doors</b>				
	a)	maintenance and repair	COV	Tenant	included
	b)	life cycle replacement	COV	Tenant	included
<b>10.0</b>	<b>Surfaces</b>				
<b>10.1</b>	<b>Interior &amp; Exterior Surfaces exclusive to the Premises</b>				
	a)	interior life cycle repainting	Tenant	Tenant	
	b)	provision of, maintenance and cleaning of window applications including, but not limited to blinds and curtains	Tenant	Tenant	
	c)	repairs to interior walls and ceilings, including minor painting and wallpaper cleaning	Tenant	Tenant	
	d)	life cycle replacement of ceiling tiles	Tenant	Tenant	

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	e)	interior repairs (excluding the tenant's improvements, furnishings, fittings and equipment) due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	COV	COV	
	f)	maintenance and repairs of floor coverings, such as carpet and tile	Tenant	Tenant	
	g)	life cycle replacement of flooring including underlay and coverings	Tenant	Tenant	TI Review
	h)	maintenance, repair, and replacement of millwork and other finish carpentry	Tenant	Tenant	
	i)	provision, maintenance, repair, and replacement of exterior awnings	Tenant	Tenant	
<b>10.2</b>	<b>Common Area Interior Surfaces</b>				
	a)	all maintenance and repairs	COV	COV	included
	b)	all capital maintenance or replacements	COV	COV	included
<b>10.3</b>	<b>Common Area Exterior Surfaces</b>				
	a)	maintenance and repairs of roof and walls	COV	COV	included
	b)	capital maintenance or life cycle replacement including repainting	COV	COV	included
	c)	repairs and painting of exterior surfaces including windows, trim, fascia and soffits	COV	COV	included
	d)	cleaning of roof areas and drains, eavestroughs, gutters and awnings	COV	COV	included
<b>11.0</b>	<b>Major Structural Systems</b>				
<b>11.1</b>	<b>Major Structural Systems exclusive to the Premises</b>				
	a)	repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing <u>not</u> due to damage by the tenant	COV	COV	
	b)	repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing due to damage by the tenant	COV	COV	
<b>11.2</b>	<b>Common Major Structural Systems</b>				
	a)	maintenance, repairs and replacement (eg. structure, foundations, building envelope)	COV	COV	
<b>12.0</b>	<b>Site Services</b>				
<b>12.1</b>	<b>Common Site Services (including the Shared Outdoor Amenity Space)</b>				
	a)	landscaping repairs including hardscapes, maintenance and replacement	COV	Tenant	included
	b)	grass cutting	COV	Tenant	included
	c)	general cleaning of grounds, litter disposal	COV	Tenant	included
	d)	graffiti removal	COV	Tenant	included
	e)	snow and ice removal from roof areas	COV	Tenant	included
	f)	snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	Tenant	Tenant	
	g)	removal of snow from entrance to parking areas	COV	Tenant	included
	h)	maintenance and repair of external walkways, steps	COV	Tenant	included
	i)	maintenance and minor repair of parking areas	COV	Tenant	included
	j)	replacement of external walkways and steps and repaving of parking and loading areas	COV	Tenant	included
	k)	maintenance, repair and replacement of gates and fences (excluding tenant specific gates and fences)	COV	Tenant	included
	l)	repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the occupant or occupants operations	COV	COV	included
	m)	irrigation repairs, maintenance, including DDC controls and replacement	COV	COV	included
<b>13.0</b>	<b>Signage</b>				

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<b>13.1</b>	<b>Exterior Signage exclusive to the Premises</b>			
	a)	maintenance, repair, and replacement (subject to prior approval of the CoV), including temporary signage	Tenant	Tenant
<b>13.2</b>	<b>Interior Signage exclusive to the Premises</b>			
	a)	maintenance, repair and replacement of interior building and wayfinding signage	Tenant	Tenant
<b>14.0</b>	<b>Janitorial</b>			
<b>14.1</b>	<b>Janitorial Services exclusive to the Premises</b>			
	a)	routine janitorial/custodial services	Tenant	Tenant
	b)	pest control services (interior and exterior)	Tenant	Tenant
	c)	provision of all washroom and cleaning supplies	Tenant	Tenant
	d)	garbage and recycling removal services and bins	Tenant	Tenant
<b>14.2</b>	<b>Common Area Janitorial Services</b>			
	a)	routine janitorial/custodial services	Tenant	Tenant
	b)	pest control services (interior and exterior)	Tenant	Tenant
	c)	provision of all washroom and cleaning supplies	COV	Tenant
	d)	garbage and recycling removal services and bins	Tenant	Tenant
<b>15.0</b>	<b>Fittings, Furnishings and other Equipment</b>			
<b>15.1</b>	<b>Fittings Furnishings &amp; Equipment exclusive to the Premises</b>			
	a)	inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	Tenant	Tenant
	b)	replacement of all appliances, program and non-installed equipment	Tenant	Tenant
	c)	maintenance, repair and replacement of furniture	Tenant	Tenant
<b>16.0</b>	<b>Renovations and Upgrades</b>			
<b>16.1</b>	<b>Renovations and Upgrades exclusive to the Premises</b>			
	a)	any upgrades, additions, enhancements or improvements initiated by the Tenant following the lease agreement Commencement Date (subject to prior approval by CoV) including remediation of hazardous materials	Tenant	Tenant
<b>17.0</b>	<b>Utilities</b>			
<b>17.1</b>	<b>Utilities</b>			
	a)	separately metered electricity, gas, water and sewer	Tenant	Tenant
	b)	shared electricity, gas, water, sewer ( <i>install sub-meter, where possible</i> )	COV	Tenant
	c)	all other utility charges (eg. cable, communications, etc.)	Tenant	Tenant
<b>18.0</b>	<b>Business Operations</b>			
<b>18.1</b>	<b>Business Operations</b>			
	a)	staff costs	Tenant	Tenant
	c)	insurance (CGL, business interruption, contents, tenant improvements, etc.)	Tenant	Tenant
	d)	insurance (building shell)	Tenant	Tenant
	d)	supplies and equipment, including for bathroom and kitchen	Tenant	Tenant
	e)	security services related directly to tenant's space	Tenant	Tenant



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**MODIFICATION OF LEASE AND RENT DEFERRAL AGREEMENT**

This Agreement is made of the 8th day of June, 2021

**BETWEEN:**

CITY OF VANCOUVER  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "Landlord")

**AND:**

DONNELLY PUBLIC HOUSES INC. (Inc. No. BC1044563)  
300 - 595 Hornby Street  
Vancouver, British Columbia  
V6C 2E8

(the "Tenant")

(Each, a "Party" and, together, the "Parties")

**WHEREAS:**

- A. The Landlord owns certain lands and premises (the "Lands") in the City of Vancouver, British Columbia, having a civic address of 901 Granville Street and legally described as:  
  
Parcel Identifier Number: 012-849-243, 012-849-235  
Lot 37 and 38  
Block 72  
District Lot 541  
Plan 210
- B. By way of a lease dated July 8, 2017 (the "Original Lease"), the Landlord leased to the Tenant a portion of a building (the "Premises") on the Lands, for a term of five (5) years commencing on April 1, 2018 and ending on May 31, 2023. A copy of the Original Lease is attached hereto as Schedule "A".
- C. By way of an assignment and assumption of lease dated July 18, 2019 (the "Assignment Lease"), the Original Lease was assigned from Cinema Public House Ltd. to Donnelly Public Houses Inc. A copy of the Assignment is attached hereto as Schedule "B".
- D. By way of a rent deferral agreement dated April 23, 2020 ("the Original Rent Deferral Agreement"), the Landlord agreed to defer the payment of Rent for the months of April 2020 and May 2020 in the amount of \$50,442.86. A copy of the Original Rent Deferral Agreement is attached hereto as Schedule "C". The Original Rent Deferral Agreement was executed pursuant to the Electronic Transactions Act.

9

MODIFICATION OF LEASE AND RENT DEFERRAL AGREEMENT

- E. The Tenant repaid the Original Rent Deferral Agreement arrears of \$50,442.86 as part of the lump sum payment of \$55,477.50 received by the Landlord on May 28, 2021.
- F. The Original Lease has one (1) Option to Renew of five (5) years.
- G. The Landlord has agreed to permit the Tenant to further defer Rent for the twelve (12) months from November 1, 2020 - October 1, 2021.
- H. All defined terms in this modification of lease and rent deferral agreement (the "Modification Agreement") have the same meaning ascribed to them in the Original Lease, the Assignment Lease and the Original Rent Deferral Agreement, unless otherwise indicated.
- I. The Original Lease, as modified by the Assignment Lease, Original Rent Deferral Agreement and this Modification Agreement, is called the "Lease".

NOW THEREFORE in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PAYMENT OF DEFERRED RENT

Tenant has agreed to make a lump sum payment of \$44,928.00 by December 31, 2021, leaving rental arrears of \$214,396.12. Commencing January 1, 2022, the Tenant hereby covenant and agrees with the Landlord that the Tenant will pay to the Landlord \$5,359.90 per month in additional Rent for the next forty (40) months. At the end of the Lease, \$133,997.58 will be immediately due and owing on March 31, 2023.

If the Tenant exercises the Option to Renew and enters into the renewal term, commencing April 1, 2023, the Landlord agrees that the Tenant can continue to pay to the Landlord the remaining deferred rent of \$5,359.90 per month in additional Rent for the next twenty-five (25) months.

2. INTERPRETATION

All capitalized terms in this Agreement, unless otherwise defined in this Agreement, have the meanings ascribed thereto in the Lease.

3. RENT DEFERRAL AGREEMENT RATIFIED AND CONFIRMED

Except as hereby expressly modified, the Rent Deferral Agreement is hereby ratified and confirmed by the parties to the effect and with the intent that the Rent Deferral Agreement and this Agreement will be read and construed as one document.

4. FURTHER ASSURANCES

The parties hereto will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

CS

MODIFICATION OF LEASE AND RENT DEFERRAL AGREEMENT

5. BINDING EFFECT


This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. COUNTERPARTS

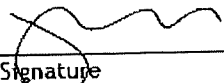
This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be signed by their proper officers duly authorized in that behalf as of the day and year first above written.

CITY OF VANCOUVER  
by its authorized signatories:

  
\_\_\_\_\_  
Signature

DONNELLY PUBLIC HOUSES INC. (Inc. No. BC1044563)  
by its authorized signatories:

  
\_\_\_\_\_  
Signature

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DEVELOPMENT, BUILDINGS AND LICENSING  
Licensing and Policy  
Liquor Licence Group

**BUSINESS LICENCE – OPERATING/ GOOD NEIGHBOUR AGREEMENT  
Liquor Primary – Liquor Establishment Class 2  
Cinema Restaurant**

Date: 04/21/2023

Business Address: **901 GRANVILLE STREET, Vancouver, B.C. V6Z 1L2**

Building Owner/Agent: City of Vancouver- Melinda Chan

Phone Number: 604-873-7918

Email Address: melinda.chan@vancouver.ca

Business Owner Full Name(s):	Phone Number(s):
1. <u>Jeffrey Brian Donnelly</u>	<u>604-899-3226</u>
2. _____	_____
3. _____	_____

Business Name: Cinema Public House Ltd.

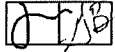
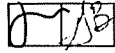
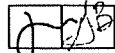
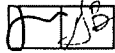
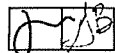
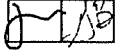
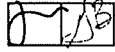
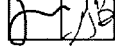
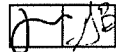
Director Name(s): Jeff Donnelly  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Vancouver, DEVELOPMENT, BUILDINGS AND LICENSING  
Licensing and Policy, Licence Office – Liquor Licence Group  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4 Canada  
Phone 3-1-1, Outside Vancouver 604-873-7000  
vancouver.ca

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PART I

Noise and Disorder:

1. Consideration will be given to possible noise impacts on neighbours and necessary steps will be taken to address these impacts should they occur. 
2. The Licensed Establishment shall undertake to monitor patrons smoking outside the premises to minimize possible impacts to pedestrians and the neighbourhood as outlined in Section 2.2 of the Health By-law No. 9535. 
3. The Licensed Establishment shall undertake to monitor and promote the orderly conduct of patrons immediately outside the premises, particularly those congregating outside during open hours, and to discourage patrons from engaging in behaviour that may disturb the peace, quiet and enjoyment of the neighbourhood. Examples of reasonable measures include installing adequate lighting outside the establishment and in the parking lot, supervising your parking areas, adding sound proofing, making structural changes to allow indoor line-up areas, and posting signs at the exit doors asking the patrons not to disturb the neighbours. 
4. In those instances where patrons are lining up on the public sidewalks the Licensed Establishment's staff shall ensure that the patrons are lined up in an orderly fashion allowing for the free flow of pedestrians along the sidewalk, not blocking lane ways or driveways and not spilling onto the roadway. 
5. The Licensed Establishment shall keep all doors and windows closed except for the purpose of entering or exiting when music is being played inside the establishment. 
6. The Licensed Establishment shall pursue the installation of a security camera system which records during business hours if one is not already installed. 
7. The Licensed Establishment will attempt to ensure any line up for admission is contained inside their establishment. Creation of "false" lineups is not permitted. 
8. The Licensed Establishment has an option to participate in a "Bar Watch Program" with the police and the Municipality to ensure noise and other related issues are addressed as needed. 
9. The Licensed Establishment will collectively prohibit any individual(s) that have previously caused a disturbance or nuisance and noted by the police, municipality or the establishment from continued attempts to enter the establishment. 

- 10. The Licensed Establishment will monitor the activity of patrons outside the establishment particularly at closing time, to ensure orderly dispersal and to ensure that the patrons do not disturb the peace, quiet, and enjoyment of the neighbourhood. Under such situations that the presence of staff does not facilitate orderly dispersal, and should circumstances require, staff will contact the police to request its assistance in facilitating the dispersal.

JTB

Criminal Activity:

- 1. The Licensed Establishment shall make every reasonable effort to scrutinize patrons as they enter the building to ensure that no items of contraband, including weapons and controlled substances, are brought onto the premises.
- 2. The Licensed Establishment will eject/remove anyone found to be in possession of drugs, any person selling, attempting to sell or suspected of selling drugs, any person entering or attempting to enter the premises with any weapon, and any person presenting or facilitating the presentation of false identification. The Licensed Establishment will eject/remove from the premises any person who refuses to cooperate with security and in so doing poses a threat of bodily harm, any person who causes a disturbance that creates a threat of bodily harm, or any person who engages in illegal activity in the Licensed Establishment.
- 3. The Licensed Establishment shall not tolerate any criminal activity within the Establishment.
- 4. The Licensed Establishment shall discourage, within the Establishment, the wearing or display of gang colours or any items which are intended to signify membership in a gang.

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JTB

JTB

JTB

Cleanliness:

- 1. The Licensed Establishment shall assign staff to inspect the outside of the premises each night of operation to ensure that there is no litter, garbage or other foreign objects associated with the premises left within the general area of the Licensed Establishment.
- 2. The Licensed Establishment will make all reasonable attempts to prevent patrons from exiting the establishment with bottles, cans, glassware, and/or plastic ware.

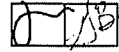
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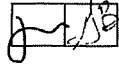
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Service and Sale of Alcohol:

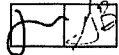
- 1. All staff serving liquor will have a valid "Serving it Right" certificate and will be trained in serving practices to ensure that patrons are not over served.
- 2. Patrons will be allowed the opportunity to purchase non-alcoholic beverages at a price which is less than the price of alcoholic beverages.



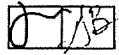


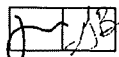
Cooperation and Communication with Neighbours, City and Police:

- 1. There will be complete support for, and cooperation with, the Vancouver Police Department Licensed Premises Checks.
- 2. When incidents occur which require police involvement all staff will cooperate with police officers and will not impede or obstruct the investigation in any way.
- 3. The establishment recognizes its role as a responsible corporate citizen and responsible neighbour within the community, and agrees to work with the City and its departments.
- 4. Any proposed changes to these guidelines will first be discussed and resolved with the Chief Licence Inspector or Licence Coordinator, Development, Buildings and Licensing, City of Vancouver.

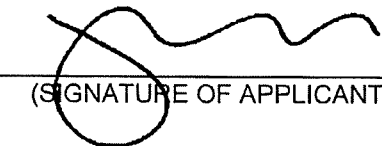






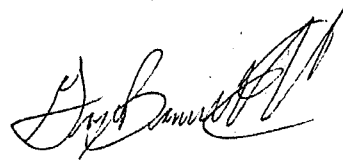


I, the undersigned, will comply with Part I of this document. It is also my intent to comply with Part II of this document to the best of my ability. I understand that Part II of this document is completely voluntary, and I have initialled each paragraph of this section I completely agree with and endorse.

  
(SIGNATURE OF APPLICANT)

April 21, 2023

Reviewed and signed by City of Vancouver Staff



3

PART II

I understand that as the Business Licence Holder, I will be responsible for the management of the premises in a responsible manner including employee actions. I also understand that my Business Licence may be reviewed for possible suspension if:

- a) I am convicted of any offence under any statute of Canada or the Province of British Columbia;
- b) I am convicted of any offence under any by-law of the City relevant to my licensed premise;
- c) I have been guilty of gross misconduct with respect to the licensed premise; or
- d) The business is harmful to the health or safety of persons under the age of 16.

I consent to the City of Vancouver using the following address for the purpose of affecting service of Business Licence related documents on myself or any company named in this Business Licence Application-Operator's Agreement:

Address: 990-355 Burrard Street

City: Vancouver Postal Code: V6C2G8

Email Address: eshelle@donnellygroup.ca Phone: 604-899-3229

(If applicable) I also confirm that the following individual, Barrister/Solicitor or Accountant is my authorized "address for service" to receive all Business Licence related documents on my behalf and any company named in this Business Licence Application – Operator's Agreement:

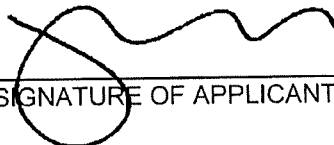
Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event that either of my addresses changes, I will, through written notification to the Chief Licence Inspector, City of Vancouver, provide all new information regarding any changes to my addresses at least 14 days prior to the effective date of change. In the event I do not provide any written notification of any changes of my addresses, then all Business Licence related documents must be served by the City of Vancouver at the above noted addresses.

  
\_\_\_\_\_  
(SIGNATURE OF APPLICANT)



This is Exhibit " R " referred to in the  
affidavit of Carven Sing  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24



A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



This is Exhibit "A" referred to in the affidavit of Jeff Donnelly sworn before me on January 18, 2024

*Jeff Donnelly*

A Commissioner for Taking Affidavits in and for the Province of British Columbia

### MEMBERS' CAUTION

It is difficult to create "standard terms and conditions" for the purchase and sale of a business as the variables are so different depending upon the type of business and the parties involved. Each transaction must be driven by its individual facts and circumstances.

This contract will need to be altered for many, if not most transactions. REALTORS® are reminded not to provide legal or accounting advice, but to refer their clients to other professionals for such advice.

Although a condition precedent of this contract is that each party will obtain independent legal advice and accounting advice as to the terms and conditions contained in the contract, there is, of course, the risk that a buyer or seller will not seek independent legal or financial advice, but will rely upon the REALTOR® and the terms of the contract to protect their interests. REALTORS® must be aware of this risk and act accordingly.

REALTORS® who are not experienced with business brokerage are advised to seek assistance from managing brokers and/or REALTORS® experienced with such transactions.

REALTORS® are reminded of Article 12 of the Standards of Business Practice in the Canadian Real Estate Association's REALTOR® Code of Ethics which states:

**Article 12 – Skilled and Conscientious Service**

*A REALTOR® shall render a skilled and conscientious service, in conformity with standards of competence which are reasonably expected in the specific real estate disciplines in which the REALTOR® engages.*

*When a REALTOR® is unable to render such service, either alone or with the aid of other professionals, the REALTOR® shall not accept the assignment or otherwise provide assistance in connection with the transaction.*

**FYI – THIS PAGE SHOULD NOT BE PRINTED AS PART OF THE STANDARD FORM**

## CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS

### INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by all parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing. For the purposes of Clauses 2.8, 31 and 42, the parties may wish to designate as "Principal" those individuals who are the operating mind of the Business.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 7.3 and 19) In the case of a transaction involving fee simple land, unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date, and the buyer signs the documents.
  - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
  - (c) In the case of a transaction involving fee simple lands or security for financing arranged by the buyer, the buyer's lawyer or notary then attends to the submission of the signed transfer documents (and any mortgages) in the appropriate Land Title Office and submission of any personal property security in the Personal Property Registry.
  - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, clause 34 requires the buyer to deliver the signed documents AT LEAST THREE DAYS before the completion date and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday or Sunday completion date, parties are strongly encouraged NOT to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new financing on Saturdays; lenders with existing mortgages or personal property security may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.
4. **POSSESSION:** (Clauses 7.4 and 20) The buyer should make arrangements through the REALTOR® for obtaining possession. The seller will not generally let the buyer have possession before the seller has actually received the sale proceeds.
5. **ADJUSTMENT:** (Clauses 7.5, 21 and 22) The buyer and seller should consider any additional adjustments that are necessary given the nature of the business assets.

A.M.
AC
DS

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## CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS

### INFORMATION ABOUT THIS CONTRACT (continued)

6. **TITLE:** (Clause 24) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the business assets and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in clause 24, Schedule Q and Schedule R, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage or registered personal property security agreement, make sure that title, zoning and building restrictions are all acceptable to your lender. In certain circumstances, the lender could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage or personal property security agreement, you may still be responsible for payment of the mortgage or personal property security agreement, unless arrangements are made with your lender.
7. **CUSTOMARY COSTS:** (Clause 38) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**

- Lawyer or Notary Fees and Expenses:
  - attending to execution documents.
- Costs of clearing title, including:
  - discharge fees charged by encumbrance holders,
  - prepayment penalties.
- Real Estate Commission.
- Goods and Services Tax (if applicable).
- Preparing Schedules to this Contract.

**Costs to be Borne by the Buyer**

- Lawyer or Notary Fees and Expenses:
  - searching title,
  - investigating title,
  - drafting documents.
- Land Title Registration fees.
- Personal Property Registration fees.
- Survey Certificate (if required).
- Appraisal (if applicable).
- Property Insurance Premiums.

- Provincial Sales Tax (if applicable).
- Property Transfer Tax (if applicable).
- Goods and Services Tax (if applicable).
- Title insurance costs (if applicable).
- Costs of Mortgage, including lender's Lawyer/Notary.

AC

A.M.

In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to clause 22.

8. **RISK:** (Clause 39) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date. The seller should maintain the seller's insurance in effect until the later of the date the seller receives the proceeds of sale, or the completion date.
9. **FORM OF CONTRACT:** REALTORS® should only use the Contract of Purchase and Sale for Business Assets where the *Real Estate Services Act* applies to the transaction. This Contract of Purchase and Sale is designed for the purchase and sale of business assets. If your transaction involves: commercial real estate only; a building under construction; a sale and purchase of shares in the ownership of a business; the purchase of a leasehold interest only; or other special circumstances or additional provisions not contained in this form, then a different form of contract will be needed, and professional advice should be obtained.



## CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS

MLS® NO: C8055425

DATE: November 01 2023

The Buyer hereby offers to purchase and assume the Business Assets (as described in Clauses 4, 10 and 12 (and, if applicable, Schedules A to K) from the Seller on the following terms and subject to the following conditions:

### PART 1 – INFORMATION SUMMARY

<b>1. Prepared By</b>	
<b>1.1</b>	Name of Brokerage <u>Woodhouse Realty</u>
<b>1.2</b>	Brokerage Address <u>102 - 6638 152 A Street</u> <u>Surrey</u> <u>BC</u> <u>V3S7J1</u>
<b>1.3</b>	REALTOR®'s Name <u>Harry Jassar, Sharry Bhullar PREC*</u> REALTOR®'s Phone No. <u>(604) 499-0030</u>
<b>1.4</b>	Personal Real Estate Corporation <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>1.5</b>	REALTOR®'s Email Address <u>harryjassar@woodhouserealty.com</u> REALTOR®'s Fax No. <u>(877) 285-2001</u>
<b>1.6</b>	Brokerage Phone No. <u>(604) 547-3338</u> Brokerage's Fax No. <u>(604) 593-0087</u>
<b>2. Seller</b>	
<b>2.1</b>	Seller <u>CINEMA PUBLIC HOUSE LTD.</u> Seller _____ Seller _____
<b>2.2</b>	Seller's Address _____
<b>2.3</b>	Seller's Fax No. _____
<b>2.4</b>	Seller's Email Address _____
<b>2.5</b>	Description of Seller <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Incorporation No. _____) <input type="checkbox"/> Other: _____
<b>2.6</b>	Seller's GST No. _____
<b>2.7</b>	Principal _____ Principal _____ Principal _____
<b>2.8</b>	Principal's Address _____
<b>2.9</b>	Principal's Phone No. _____ Principal's Fax No. _____

AC AM

BUYER'S INITIALS

[Signature]

SELLER'S INITIALS

9

<b>2.10 Principal's Email Address</b>		
<b>3. Buyer</b>		
3.1 Buyer <u>1442029 B.C. LTD</u>		
Buyer _____		
Buyer _____		
3.2 Buyer's Address		
3.3 Buyer's Phone No.		Buyer's Fax No.
3.4 Buyer's Email Address		
3.5 Description of Buyer		
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (Incorporation No. <u>BC1442029</u> ) <input type="checkbox"/> Other: _____		
3.6 Buyer's GST No. <u>724271614BC0001</u>		
<b>4. Business Assets</b>		<b>Clause</b>
4.1 Business Name <u>Cinema Public House</u>		
4.2 Location of Business Assets/Primary Place of Business <u>901 GRANVILLE STREET, Downtown Vancouver West, V6Z 1L3</u>		
4.3 Business Assets Included in this Contract (in accordance with <u>Clause 12</u> and, if applicable, <u>Schedules A to K</u> )		
A. Fee Simple Lands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12A
B. Leases	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12B
C. Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12C
D. Inventory	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12D
E. Contracts	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12E
F. Business Records	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12F
G. Intellectual Property	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12G
H. Permits and Licenses	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12H
I. Goodwill and Business Names	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12I
J. Telephone/Fax/E-mail/Website	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12J

AC	AM	
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**BUYER'S INITIALS**

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**SELLER'S INITIALS**

K.	Other: <input type="checkbox"/> Yes <input type="checkbox"/> No	12K
4.4	Business Assets Excluded from Contract (in accordance with Clause 12 and, if applicable, Schedule L) All cash on hand or on deposit All accounts and notes receivable; and Other: <u>Deposit on lease</u> -or- <input type="checkbox"/> See Schedule L	
5.	<b>Purchase Price</b>	
5.1	Purchase Price <input type="checkbox"/> OR <input checked="" type="checkbox"/> <u>AC</u> <input checked="" type="checkbox"/> <u>AC</u> <del>\$ 500,000.00</del> <del>\$ 550,000.00</del> \$ 575,000.00	13
5.2	Allocation of Purchase Price (In accordance with <u>Schedule N</u> )	14
6.	<b>Deposit</b>	
6.1	Deposit to be provided by the following date: <input checked="" type="checkbox"/> <del>within 48 hours of Acceptance of Offer or Counter Offer</del> 24 Hours of Subject Removal <input type="checkbox"/> Date _____ See <u>Schedule Q</u> of Additional Deposit Provisions <input type="checkbox"/> Yes <input type="checkbox"/> N/A	15 <input checked="" type="checkbox"/> <u>AC</u> <input checked="" type="checkbox"/> <u>AC</u>
6.2	Amount of Deposit \$ <u>30,000.00</u>	15
6.3	Deposit to be paid in trust to Woodhouse realty	15
7.	<b>Important Dates</b>	
7.1	Date(s) for Seller to Prepare and Deliver Schedule(s) [See Clause 10] <u>November 08 2023</u>	10, 16
7.2	Conditions Precedent Removal Date <u>November 24 2023</u>	17, 18
7.3	Completion Date <u>November 29 2023</u>	19
7.4	Possession Date <u>November 30th 2023</u> Possession Time <u>11 a.m</u>	20
7.5	Adjustment Date <u>November 30 2023</u>	21, 22
7.6	Viewing Date <u>November 01 2023</u>	23

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<b>8. Agency Disclosure</b>		
<b>8.1 Seller's Designated Agent</b>	REALTOR® <u>Jean Seguin PREC*</u> REALTOR® _____ Brokerage <u>RE/MAX Real Estate Services</u>	52
<b>8.2 Buyer's Designated Agent</b>	REALTOR® <u>Harry Jassar, Sharry Bhullar PREC*</u> REALTOR® _____ Brokerage <u>Woodhouse Realty</u>	52
<b>8.3 Limited Dual Agency Designated Agent</b>	REALTOR® _____ REALTOR® _____ Brokerage _____  Date of Limited Dual Agency Agreement _____	52
<b>9. Acceptance</b>		
<b>9.1 Offer Open Until</b>	Date <u>November 03 2023</u> <del>06, 2023</del> Time <u>10 p.m</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM <u>AC</u> <u>57</u>	
<b>10. Schedules</b>		<b>Clause</b>
<b>A List of Fee Simple Lands</b>	Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before _____	12A
<b>B List of Leases</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12B
<b>C List of Equipment</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12C
<b>D List of Inventory</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12D
<b>E List of Contracts</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12E
<b>F List of Business Records</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12F
<b>G List of Intellectual Property</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12G
<b>H List of Permits and Licenses</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12H
<b>I. List of Goodwill and Business Names.</b>	Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12I

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10. Schedules (continued)		Clause
J	List of Telephone/Fax/E-mail/Website Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12J
K	List of Other Business Assets Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12K
<b>Excluded Assets</b>		
L	List of Excluded Assets Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	12L
<b>Assumed Liabilities</b>		
M	List of Assumed Liabilities Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before _____	12M
<b>Allocation of Purchase Price</b>		
N	Allocation of Purchase Price Amongst the Business Assets Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	14
<b>Deposit</b>		
O	Additional Deposit Provisions Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	15
<b>Conditions Precedent</b>		
P	Additional Buyer's Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	17
Q	Additional Seller's Conditions Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	18
<b>Permitted Encumbrances</b>		
R	List of Permitted Encumbrances Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	24
S	List of Fee Simple Permitted Encumbrances Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	24
<b>Representations and Warranties</b>		
T	Seller's List of Additional Seller's Representations and Warranties, Statements of Fact and/or Exceptions or Qualifications Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	25(M)
U	Buyer's List of Additional Seller's Representations and Warranties, Statements of Fact and/or Exceptions or Qualifications Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	26(B)
<b>Terms and Conditions</b>		
V	Additional Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	49



  
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10. Schedules (continued)		Clause
<b>Financial Statements</b>		
W	Financial Statements for Period Specified in Clause 25(J) Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	25J
X	Exceptions, Qualifications and Material Changes to Financial Statements Attached <input type="checkbox"/> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before <u>November 08 2023</u>	25(K)
<b>Post-Closing Covenant of Seller</b>		
Y	Compensation Due to Seller Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> To Be Prepared By Seller and Delivered to Buyer on or before _____	41

**PART 2 – TERMS AND CONDITIONS**

- 11. **INFORMATION SUMMARY:** The Information Summary being Part 1 to this offer, or counter-offer, and the contract of purchase and sale for the Business Assets resulting from its acceptance (this "Contract"), and the Schedules attached to this Contract form an integral part of this Contract. The Seller and the Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract.
- 12. **BUSINESS ASSETS:** The Buyer will purchase and assume from the Seller, and the Seller will sell and assign to the Buyer, the business assets (the "Business Assets"), as may be indicated in Clauses 4.3 and 10 and Schedules A to M, used, entered into or required in connection with the conduct of the business described in Clauses 4.1 and 4.2 (the "Business"), including, without limitation, the following:
  - A. **Fee Simple Lands:** All right, title, benefit and interest in fee simple in and to the lands, if any, set out in Schedule A (the "Fee Simple Lands");
  - B. **Leases:** All right, title, benefit and interest by way of one or more leases, if any, set out in Schedule B (the "Leases");
  - C. **Equipment:** All chattels, equipment, fixtures, furnishings, machinery, vehicles and supplies owned or leased by the Seller and used in connection with the Business, if any, set out in Schedule C (the "Equipment");
  - D. **Inventory:** All marketable inventories of the Business including raw materials, manufacturing supplies, packaging materials, work in progress and finished goods including, without limitation, the inventory, if any, set out in Schedule D (the "Inventory");
  - E. **Contracts:** All contracts, engagements and commitments, whether oral or written, including the benefit of all unfilled orders received by the Seller and forward commitments to purchase made by the Seller, which the Seller is entitled to or possessed of in connection with the Business, if any, set out in Schedule E (the "Contracts");
  - F. **Business Records:** All customer lists, brochures, samples, price lists, access to accounting and other books and records (howsoever recorded or stored), and all other information, correspondence, documents, data and material relating to the Business including, without limitation, the business records, if any, set out in Schedule F;
  - G. **Intellectual Property:** All right, title, benefit and interest of the Seller in and to all registered and unregistered patents, trademarks, trade or brand names, copyrights, designs, restrictive covenants and other industrial or intellectual property relating to the Business including, if any, set out in Schedule G (the "Intellectual Property");

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- H. **Permits and Licenses:** All permits, licenses, consents, authorizations and approvals relating to the Business, if any, set out in Schedule H (the "Permits and Licenses");
  - I. **Goodwill and Business Names:** The goodwill of the Business together with the exclusive right of the Buyer to represent itself as carrying on the Business in continuation of and in succession to the Seller and the right to the name of the Business specified in Clause 4.1 and the other business names, if any, set out in Schedule I (the "Business Names");
  - J. **Telephone/Fax/E-mail:** The telephone numbers, facsimile numbers, e-mail addresses and websites for the Business or any variations thereof and all advertising including, without limitation, yellow pages advertising, if any, set out in Schedule J;
  - K. **Other Business Assets:** The other assets, if any, set out in Schedule K;
  - L. **Excluded Business Assets:** The Business Assets do not include any cash on hand or on deposit or any accounts or notes receivable (unless otherwise set out in Schedule K) or the additional excluded assets, if any, set out in Schedule L (the "Excluded Assets");
  - M. **Assumed Liabilities:** The Buyer shall not assume any liabilities of the Seller, nor any liabilities in connection with the Business Assets, except as set out in Schedule M (the "Assumed Liabilities").
13. **PURCHASE PRICE:** The purchase price for the Business Assets will be the amount specified in Clause 5.1 (the "Purchase Price").
  14. **ALLOCATION OF PURCHASE PRICE:** The Purchase Price is allocated among the Business Assets as set out in Schedule N and the parties will not take a position with any governmental authority charged with the collection of taxes or in any judicial proceeding which would be inconsistent with this allocation.
  15. **DEPOSIT:** A deposit, if any, in the amount set out in Clause 6.2, which will form part of the Purchase Price, will be paid in accordance with Clauses 6.1 and 6.3, except as may be otherwise set out in Schedule O and on the terms set out in Schedule O. All monies paid pursuant to this clause (the "Deposit") will be delivered in trust to the party specified in Clause 6.3 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 from 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 transaction does not complete, the money should be returned to such party as stakeholder or paid into Court.
  16. **PREPARATION AND DELIVERY OF SCHEDULES:** On or before the date(s) specified in Clause 10, the Seller will prepare and deliver Schedules A to N and Schedules W to Y to the Buyer, as applicable in accordance with Clause 10.
  17. **BUYER'S CONDITIONS:** The obligations of the Buyer set out in this Contract are subject to the satisfaction or waiver of the following conditions precedent (the "Buyer's Conditions"):
    - A. on or before the date(s) (the "Schedule Delivery Date(s)") specified in Clause 10, the delivery to the Buyer of Schedules A to N and Schedules W to Y, as applicable; and
    - B. on or before the conditions precedent removal date specified in Clause 7.2 (the "Conditions Precedent Removal Date"):
      - (a) the review and approval by the Buyer's legal, accounting and other professional advisors of the terms and conditions of this Contract;

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- (b) the Buyer being satisfied with the content of the Schedules delivered to the Buyer pursuant to Clause 16;
- (c) the Buyer being satisfied with the allocation of the Purchase Price set out in Schedule N;
- (d) the Buyer being satisfied that the Business Assets being purchased and assumed by the Buyer pursuant to this Contract conform in all material respects to the Business and the Business Assets represented to the Buyer including, without limitation, the Buyer being satisfied with:
  - (i) the financial statements for and financial condition of the Business
  - (ii) the terms of all Leases, Contracts and Permits and Licenses to be assigned to the Buyer
  - (iii) the liabilities to be assumed by the Buyer, if any;
  - (iv) the ability of the Buyer to obtain an assignment of all Leases, Contracts, Permits and Licenses to be assigned to or assumed by the Buyer, if any; and
  - (v) that all other consents and approvals required to effect this transaction have been or will be obtained; and
- (e) the satisfaction or waiver of the additional Buyer's conditions precedent, if any, set out in Schedule P.

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 Schedules Delivery Date(s) and the Conditions Precedent Removal Date, as applicable. Unless each Buyer's Condition is waived or declared satisfied by delivery of the Buyer's Notice to the Seller on or before the Schedule Delivery Date(s) and the Conditions Precedent Removal Date, as applicable, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*. In consideration of the non-refundable sum of \$10.00 now paid by the Buyer to the Seller (the receipt of which is acknowledged by the Seller), the Seller agrees not to revoke its acceptance of this offer, or counter-offer, prior to the Buyer satisfying or waiving the Buyer's Conditions.

**18. SELLER'S CONDITIONS:** The obligations of the Seller set out in this Contract are subject to the satisfaction or waiver of the following conditions precedent (the "Seller's Conditions") on or before the Conditions Precedent Removal Date:

- A. the review and approval by the Seller's legal, accounting and other professional advisors of the terms and conditions of this Contract;
- B. the Seller being satisfied with the allocation of the Purchase Price set out in Schedule N;
- C. the Seller obtaining all applicable approvals and consents from the applicable lessor(s) to assign to the Buyer the leases set out in Schedule B; and
- D. the satisfaction or waiver of the additional Seller's conditions precedent, if any, set out in Schedule Q.

The Seller's Conditions are 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 Conditions Precedent Removal Date. Unless each Seller's Condition is waived or declared satisfied by delivery of the Seller's Notice to the Buyer on or before the Conditions Precedent Removal Date, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*. In consideration of the non-refundable sum of \$10.00 paid by the Seller to the Buyer (the receipt of which is acknowledged by the Buyer), the Buyer agrees not to revoke its acceptance of this offer, or counter-offer, prior to the Seller satisfying or waiving the Seller's Conditions.

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~~18A. 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.~~

19. **COMPLETION:** The purchase and sale of the Business Assets will be completed on the completion date specified in Clause 7.3 (the "Completion Date").

20. **POSSESSION:** The Buyer will have exclusive possession of the Business Assets on the date and at the time specified in Clause 7.4 (the "Possession Date").

21. **INVENTORY ADJUSTMENT:** If the Business Assets include Inventory, unless otherwise agreed by the parties in writing, at the opening of business on the adjustment date specified in Clause 7.5 (the "Adjustment Date") the Seller and the Buyer or their representatives will jointly conduct a physical count of the Inventory at that time, allowing deductions for then unsaleable or obsolete items, and record the result in writing, in duplicate, on a statement of inventory (the "Inventory Statement") and the Inventory Statement will be signed by the Seller and the Buyer or their representatives. The Inventory in accordance with the Inventory Statement will be valued at the net book value of the Inventory. If the net book value of the Inventory in accordance with the Inventory Statement is higher or lower than the value of the Inventory as specified in Clause 5.2 then the appropriate adjustment will be made between the Seller and the Buyer within 5 days of the Completion Date.

22. **OTHER ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, license and permit fees and other similar charges normally the subject of adjustment in the purchase and sale of a business similar to the Business from, and including, the Adjustment Date, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Adjustment Date.

23. **VIEWED:** The Business Assets will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the viewing date specified in Clause 7.6 (the "Viewing Date").

24. **TITLE:** Title to the Business Assets on the Completion Date will be free and clear of all liens, claims, security interests and other encumbrances, except for the permitted encumbrances set out in Schedule R (the "Permitted Encumbrances"), if any, and, regarding the Fee Simple Lands, if any, 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, and registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities and any additional permitted encumbrances to the Fee Simple Lands as set out in Schedule S, if any (the "Fee Simple Permitted Encumbrances").

25. **SELLER'S REPRESENTATIONS AND WARRANTIES:** The Seller and the Principal, if any, jointly and severally represent and warrant to the Buyer, as representations and warranties that will be true on the Completion Date, that:

A. If the Seller is a corporation, the Seller is duly incorporated and validly existing under the laws of the jurisdiction in which the Seller was incorporated, and the Seller is in good standing with all necessary corporate filings required by law in that jurisdiction;

B. the execution and delivery of this Contract and the completion of the transactions contemplated herein has been duly and validly authorized by all necessary corporate action on the part of the Seller, and this Contract constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms;

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- C. except as will be remedied by consents, approvals, releases or discharges that will be obtained by the Seller prior to the Completion Date, neither the execution or delivery of this Contract nor the performance of the Seller's obligations hereunder will give any person the right to terminate or cancel, or accelerate the time for payment of any moneys payable, under any of the Leases, the Contracts or the Permits and Licenses;
- D. the Seller owns and possesses and has good and marketable title to the Business Assets, free and clear of all liens, claims, security interests and other encumbrances, except for the Permitted Encumbrances and the Fee Simple Permitted Encumbrances, if any;
- E. all taxes, rates, levies and assessments of every nature or kind in respect of the Business Assets for the current calendar year and all preceding years have been paid in full and the Seller has no present or future obligation to pay moneys to any governmental authority which could constitute a lien, claim or encumbrance on any of the Business Assets;
- F. the Business Assets represent all the fee simple lands, leases, equipment, inventory, contracts, business records, Intellectual property, permits and licenses, goodwill and business names, as applicable, entered into or required in connection with the conduct of the Business as previously carried on by the Seller;
- G. all of the Leases, the Contracts and the Permits and Licenses, as applicable, and are in good standing and in full force and effect and all monies payable thereunder are paid to date;
- H. the Seller is operating and using the Business Assets, and is conducting the Business, in compliance with all applicable laws of each jurisdiction in which the Business Assets are located or in which it conducts the Business;
- I. there are no actions, suits, proceedings, investigations, complaints, orders, directives or notices of defect or non-compliance by or before any court, governmental authority, department or board or administrative, licensing or regulatory agency, body or office issued, pending or threatened against the Seller or in respect of the Business or any of the Business Assets;
- J. the financial statements of the Seller provided to the Buyer for the fiscal year(s) January 1st yr. 2018 to October 31st, yr. 2023 (the "Financial Statements") present fairly, accurately and completely the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition and the results of the operation of the Business for the periods reported;
- K. since the end of the last fiscal year covered by the Financial Statements, there has not been any change, event or circumstance which has or, to the best knowledge and belief of the Seller and the Covenantor, if any, could materially adversely affect the affairs, prospects, operation or condition of the Business, except as set out in Schedule X, if applicable;
- L. the Seller has provided to the Buyer in writing all material particulars pertaining to the employment of all employees of the Seller including a list of all such employees and particulars of any contracts, engagements or commitments, whether oral or written, in respect of their employment; and
- M. those additional statements of fact and/or exceptions or qualifications to the foregoing, if any, set out in Schedule T.

**26. BUYER'S REPRESENTATIONS AND WARRANTIES:** The Buyer represents and warrants to the Seller as representations and warranties that will be true on the Completion Date that:

- A. if the Buyer is a corporation, the execution and delivery of this Contract and the completion of the transactions contemplated herein has been duly and validly authorized by all necessary corporate action on the part of the Buyer, and this Contract constitutes a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms; and

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- B. those additional statements of fact, and/or exceptions or qualifications to the foregoing, if any, set out in Schedule U.
27. **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 representations and warranties contained in this Contract and any attached Schedules will survive the Completion Date for a period of 1 year only and will thereafter be of no further force or effect.
  28. **GST:** The Purchase Price does not include applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act"). In addition to the Purchase Price, the Buyer will pay the applicable GST. On or before the Completion Date, the Buyer will confirm with 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 *Social Services Tax Act* (British Columbia) arising out of the purchase of the Business Assets, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
  29. **PRE-CLOSING COVENANT OF SELLER:** Between the date of acceptance of this offer, or counter-offer, and the Completion Date, the Seller will not sell or dispose of any of the Business Assets except in the ordinary course of the Business, will conduct the Business diligently and only in the ordinary course, keep the Business Assets in their present state, reasonable wear and tear excepted, and preserve the goodwill of the suppliers and customers of the Business.
  30. **ASSIGNMENT AND ASSUMPTION:** From and after the Completion Date, the Buyer will assume, perform and discharge the Seller's obligations and liabilities in respect of the Business and the Business Assets, but only to the extent such obligations and liabilities are disclosed to the Buyer in this Contract and any attached Schedules or were disclosed to the Buyer prior to the Buyer and the Seller giving the Buyer's Notice and the Seller's Notice, respectively, and the Seller will assign all of its rights, title and interest in and to the Business and the Business Assets to the Buyer, and as at the Completion Date the Seller and Buyer will execute and deliver an assignment and assumption agreement to that effect.
  31. **INDEMNITY:** The Seller and the Principal jointly and severally covenant and agree to indemnify and hold harmless the Buyer from and against any and all debts, obligations and liabilities, whether accrued, absolute, contingent or otherwise (i) existing as at the Completion Date, respecting the Business Assets, except those which by the terms of this Contract are to be assumed or paid by the Buyer and the Buyer may, but will not be bound to, pay or perform any of the same and all moneys so paid by the Buyer in doing so will constitute indebtedness of the Seller to the Buyer hereunder (ii) in connection with any breach of a representation, warranty or covenant of the Seller hereunder.
  32. **EMPLOYEES:** The Seller will, effective the end of the day before the Completion Date, terminate the employment of any employees of the Business, and will on or prior to the Completion Date pay all amounts payable to such employees in connection with their employment by the Seller and the termination of the same, and will make, within the applicable time limits for making same, all employee related remittances required to be made, in respect of any period prior to the Completion Date. The Buyer may offer employment to all employees of the Seller, subject to the completion of the transaction contemplated by this Contract.
  33. **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.

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BUYER'S INITIALS

		
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SELLER'S INITIALS

BC 2065 REV. NOV 2023

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- 34. **DOCUMENTS:** All documents required to give effect to this Contract (including, without limitation, a Freehold Transfer regarding any Fee Simple Lands, a bill of sale regarding any Equipment and Inventory and an assignment and assumption agreement regarding any Leases, Contracts, Permits and Licenses and Goodwill) will be prepared by the Buyer and delivered to the Seller for signature at least 3 days prior to the Completion Date and the Seller will sign and deliver all such documents to the Buyer on or before the Completion Date. All documents will be delivered in registrable form where necessary and, if the Business Assets include Fee Simple Lands, will be lodged for registration in the appropriate Land Title Office by 3:00 p.m. on the Completion Date.
- 34A. **SELLER'S RESIDENCY:** If the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, the Seller shall deliver to the Buyer on or before the Completion Date, a statutory declaration of the Seller confirming 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*.
- 35. **TIME:** 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 Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be 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.
- 36. **BUYER FINANCING:** If the Buyer is relying upon new financing secured by a mortgage or a registered personal property security agreement to pay 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, as applicable, the transfer and mortgage documents have been submitted for registration in the appropriate Land Title Office and a financing statement regarding any personal property security have been submitted for registration in the Personal Property Registry, but only if, before such submission, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the mortgage or personal property security, and (b) fulfilled all the new lender's conditions for funding except submitting, as applicable, the mortgage and personal financing statement for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the submission of the transfer and mortgage documents and financing statement and the advance by the lender of the loan proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings"); and
- 37. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title to any of the Business Assets, 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.
- 38. **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.

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BUYER'S INITIALS

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SELLER'S INITIALS

BC 2065 REV. NOV 2023

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39. **RISK:** The Business Assets 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 Business Assets and all included items will be at the risk of the Buyer. If loss or damage to the Business Assets 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 Business Assets.

~~40. **ACCOUNTS RECEIVABLE:** The Buyer will, forthwith after receipt, pay over to the Seller all accounts receivable of the Business existing as at the Completion Date and received by the Buyer after the Completion Date, but the Buyer may retain a sum equal to \_\_\_\_\_% of the amounts so received as compensation for its expenses relating to collection and payment of such accounts receivable; provided, however, that the Buyer will not be under any obligation to collect or endeavor to collect such accounts receivable.~~

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41. **POST-CLOSING COVENANT OF SELLER:** A representative of the Seller will familiarize and acquaint the Buyer with all materials aspects of the Business for a period of 3 weeks (at 40 hours per week during normal business hours) commencing upon the Completion Date (the "Transition Service"). No compensation shall be payable to the Seller or such representative of the Seller for the Transition Service unless set out in Schedule Y.

42. **NON-COMPETITION:** The Seller and the Principal, if any, will not for a period of 0 months after the Completion Date, directly or indirectly, either individually or in partnership or in conjunction with any individual, corporation, partnership or other legal person, as principal, agent, employee, director, officer, shareholder or contractor or in any other manner whatsoever carry on or be engaged in or concerned with or work for or be financially interested in any business competitive with or similar to the Business within 0 kilometers of the Primary Place of Business and will not solicit or attempt to service or sell to any customers of the Business who were customers of the Business on or prior to the Completion Date. The Seller and the Principal, if any, agree that the scope of the foregoing restrictions are reasonable, that the Buyer would not be adequately compensated for a breach of the foregoing covenant by money damages and, therefore, that the Buyer may obtain injunctive relief against the Seller and the Covenantor, if any, to enforce the foregoing covenant in addition to all other remedies available to the Buyer.

43. **NAME CHANGE:** The Seller will, immediately after the Completion Date, change its name to a name dissimilar to the Business Names. The Seller will provide all consents reasonably requested by the Buyer to use and/or register the Business Names in the name of the Buyer.

44. **GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. 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.

45. **CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Business Assets 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 provided that such individuals maintain the confidentiality as contemplated herein 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 Business Assets.

AC AM  
BUYER'S INITIALS

DB  
SELLER'S INITIALS

- 46. **ENTIRE CONTRACT:** This Contract embodies the entire agreement and understanding between the parties and supersedes all prior agreements, representations, warranties and understandings, whether oral or written, relative to the subject matter of this Contract.
- 47. **NOTICES:** Any notice required or permitted to be given under this Contract will be in writing and may be given by personal service or by prepaid double registered mail, posted in Canada, or by fax, addressed to the proper party at the address/fax number first set forth above, or to such other address/fax number as any party may specify by notice. Any notice so sent will be deemed to have been effectively given when received at the addressee's address/fax number.
- 48. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; as applicable singular includes plural and masculine includes feminine.
- 49. **ADDITIONAL TERMS:** The additional terms set out in Schedule V are hereby incorporated into and form a part of this Contract.
- 50. **FURTHER ASSURANCES:** The parties will execute and deliver all such further documents and instruments and do all such further acts and things as may be required to carry out the full intent and meaning of this Contract and to effect the transactions contemplated hereby.
- 51. **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 8, the real estate boards of which those Brokerages and Realtors are members and, if the Business Assets are 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 Business Assets are 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.

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

DB	[Signature]
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® specified in Clause 8.1 who is/are licensed in relation to the brokerage specified in Clause 8.1.

AC	AM
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 8.2 who is/are licensed in relation to the brokerage specified in Clause 8.2.

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BUYER'S INITIALS

DB	[Signature]
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SELLER'S INITIALS


INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFS 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 8.3 who is/are licensed in relation to the brokerage specified in Clause 8.3, having signed a dual agency agreement with such Designated Agent(s)/Realtor(s) dated the date set out in Clause 8.3.

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFS 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.

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INITIALS


E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFS 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.

53. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in clause 56(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.

54. **ACCEPTANCE IRREVOCABLE:**

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BUYER'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 54. 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.

DB		
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SELLER'S INITIALS

55. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

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901 GRANVILLE Vancouver BC V6Z 1L3 PAGE 16 of 16 PAGES

PROPERTY ADDRESS

57. OFFER: This offer, or counter-offer, will be open for acceptance until the date and time specified in Clause 9.1 (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.

Amrinderveer Chahal BUYER

A Y Modi BUYER

BUYER

1442029 B.C. LTD PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

58. ACCEPTANCE: The Seller (a) hereby accepts the above offer, or counter-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 this \_\_\_\_\_ day of November 6, 2023 yr. \_\_\_\_\_

The Seller declares their residency:

RESIDENT OF CANADA [INITIALS]

NON-RESIDENT OF CANADA [INITIALS]

as defined under the Income Tax Act.

DocuSigned by: SELLER 282CA897FFB74FD...

SELLER

SELLER

CINEMA PUBLIC HOUSE LTD PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

59. PRINCIPAL: The Principal hereby accepts the above offer, or counter-offer, and agrees to be bound by the terms and conditions set out above and the Principal's obligations pursuant to thereto.

Principal's acceptance is dated this \_\_\_\_\_ day of \_\_\_\_\_ yr. \_\_\_\_\_

PRINCIPAL

PRINCIPAL

PRINCIPAL

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®).



# Paying for Real Estate Services: What Sellers Need to Know

BC Financial Services Authority is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

Your real estate professional is required to give you this form when presenting you with an offer for the purchase of your property.

They must disclose to you:

- the amount their brokerage will be paid
- the amount of the payment that will be shared with the buyer's brokerage, if any
- the amount their brokerage will keep for representing you in the transaction

The amounts may vary depending on the offers you receive, and the information may affect how you decide to proceed with the sale of your property.

When you receive an offer from a buyer, your real estate professional will give you a completed **Disclosure to Sellers of Expected Remuneration (Payment)** form. If you receive a counter-offer, they will update the form with new amounts.

The disclosure form shows you:

- ✓ the total amount your real estate professional's brokerage will receive if you accept the offer
- ✓ how the payment would be shared with the brokerage representing the potential buyer, if any
- ✓ any other payment your real estate professional will receive or expects to receive in connection with this transaction

The disclosure form shows the amount the brokerage will earn, not the amount your real estate professional will earn. Real estate professionals receive payment for the services they provide you from their brokerage.

# Paying for Real Estate Services: What Sellers Need to Know

## DISCLOSURE TO SELLERS OF EXPECTED REMUNERATION (PAYMENT)

You are receiving this form because an offer has been made to purchase your property.

This is a required disclosure form in compliance with section 57 of the Real Estate Services Rules. Your real estate professional must present the Paying for Real Estate Services: What Sellers Need to Know information page to you along with this disclosure form.

## REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

<b>Jean Seguin PREC*</b>	<b>901 Granville St Vancouver BC V6Z 1L3</b>
Name	Property address
	<b>Cinema Public House Ltd</b>
Team name and members	Name(s) of seller(s)
<i>The duties of a real estate professional as outlined in this form apply to all team members.</i>	
<b>RE/MAX Real Estate Services</b>	<b>1442029 B.C. LTD</b>
Brokerage	Name(s) of potential buyer(s)
DocuSigned by: <b>Jean Seguin</b>	<b>Woodhouse Realty</b>
Signature <b>3EF9EC4A72DC457...</b>	<b>Jean Seguin PREC*</b> Potential buyer(s)' brokerage, if any

Offer/Counter-offer	Offer	Counter-offer	Counter-offer	Counter-offer
Date of offer/counter-offer:	November 01 2023			
Offered purchase price:	575,000.00			
Date of disclosure:	November 03 2023			
Remuneration Amount (Broker's Commission)	Offer	Counter-offer	Counter-offer	Counter-offer
If you accept this offer you will pay your real estate professional's brokerage this amount:	46,000.00			
• This amount will be kept by your real estate professional's brokerage for representing you:	31,625.00			
• This amount will be shared with the potential buyer's brokerage*:	14,375.00			
Your real estate professional has received or will receive (this amount from someone other than you, as a result of providing real estate services to you, or on your behalf**:				

## CONSUMER ACKNOWLEDGMENT:

**This is NOT a contract**

Please initial to acknowledge disclosure for each offer or counter-offer (optional):

DS DS

\* When buyers and sellers are working with real estate professionals from the same brokerage, this field will be filled out to indicate the amount that is retained by the brokerage for the services provided by the buyers' real estate professional.

\*\* If the real estate professional discloses an amount in this section, they must provide sellers with a separate form that sets out the source of the remuneration, the amount or likely amount or method of calculation of the remuneration, and all other relevant facts relating to the remuneration under section 56(1)(a) of the Rules.

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

CS



### CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS SCHEDULE

MLS® NO: C8055425 DATE: November 01 2023

LOCATION OF BUSINESS ASSETS/PRIMARY PLACE OF BUSINESS: \_\_\_\_\_

901 GRANVILLE Vancouver BC V6Z 1L3

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 1 2023 IN RESPECT OF THE PURCHASE AND SALE OF BUSINESS ASSETS RELATING TO (DESCRIPTION OF BUSINESS) \_\_\_\_\_

MADE BETWEEN 1442029 B.C. LTD

AS BUYER(S), AND CINEMA PUBLIC HOUSE LTD

AS SELLER(S), AND \_\_\_\_\_

AS PRINCIPAL(S) (if any) \_\_\_\_\_

COVERING THE ABOVE-MENTIONED BUSINESS ASSETS, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(Please indicate the relevant Schedule including the appropriate Letter and Title followed by the list/information to be included.)

1. Coastal Health Permit and Most recent Inspection report.
2. List of phone, fax, website.
3. Any other assets
4. Schedule N for allocation of the purchase price.
5. Any contracts or fixed-term agreements in place for the business.
6. Building Bylaws, if any
7. Floor plan, including Mechanical and Lighting plan.
8. Lease and Lease amendments.
9. Liquor License, Business Permit.
10. Equipment List.
11. The Seller agrees to share, if any, existing contracts that may be in place with the restaurant.
12. All other schedules requested as per schedules 10A to 10Y.

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BUYER'S INITIALS

\_\_\_\_\_  
PRINCIPAL'S INITIALS

[Signature]  
SELLER'S INITIALS



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS SCHEDULE

MLS® NO: C8055425

DATE: November 01 2023

LOCATION OF BUSINESS ASSETS/PRIMARY PLACE OF BUSINESS: \_\_\_\_\_

901

GRANVILLE

Vancouver

BC V6Z 1L3

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 1 2023 IN RESPECT OF THE PURCHASE AND SALE OF BUSINESS ASSETS RELATING TO (DESCRIPTION OF BUSINESS) \_\_\_\_\_

MADE BETWEEN 1442029 B.C. LTD

AS BUYER(S), AND CINEMA PUBLIC HOUSE LTD

AS SELLER(S), AND \_\_\_\_\_

AS PRINCIPAL(S) (If any) \_\_\_\_\_

COVERING THE ABOVE-MENTIONED BUSINESS ASSETS, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(Please indicate the relevant Schedule including the appropriate Letter and Title followed by the list/information to be included.)

#### SCHEDULE 10. V - ADDITIONAL TERMS

Both Parties agree that the purchase price includes:

- Equipment
- Improvements
- Licenses and Permits
- Inventory

The Buyers will be responsible for paying any costs associated with license and permit transfers, and Lease Deposit.

The buyer's lawyer notary will hold 10% of the purchase price upon completion for a period of 60 days after completion. This holdback is to ensure all payments on contracts and any other business-related expenses are no pending and due which were Seller's liability. If after 60 days, no payment claims have been made by any third parties, this holdback will be released to the Sellers.

The sellers warrant and confirm that any loans associated with the business assets shall be paid in full on or before completion.

The Seller shall provide 3 weeks of training, of 40 hours a week, for equipment and operations, at no additional cost to the Buyers. The training shall be 1 weeks prior to the Completion and 2 weeks post-completion.

The Buyer may assign the Buyer's rights in this Contract, in whole or in part, to any person without the consent of the Seller. The assignment by the Buyer will not relieve the Buyer from the Buyer's obligations under this Contract.

AM AC

BUYER'S INITIALS

\_\_\_\_\_

PRINCIPAL'S INITIALS

[Signature]

SELLER'S INITIALS





THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS SCHEDULE

MLS® NO: C8055425 DATE: November 01 2023

LOCATION OF BUSINESS ASSETS/PRIMARY PLACE OF BUSINESS: \_\_\_\_\_

901 GRANVILLE Vancouver BC V6Z 1L3

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 1 2023 IN RESPECT OF THE PURCHASE AND SALE OF BUSINESS ASSETS RELATING TO (DESCRIPTION OF BUSINESS) \_\_\_\_\_

MADE BETWEEN 1442029 B.C. LTD

AS BUYER(S), AND CINEMA PUBLIC HOUSE LTD

AS SELLER(S), AND \_\_\_\_\_

AS PRINCIPAL(S) (if any) \_\_\_\_\_

COVERING THE ABOVE-MENTIONED BUSINESS ASSETS, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(Please indicate the relevant Schedule including the appropriate Letter and Title followed by the list/information to be included.)

The following subjects are for the sole benefit of the Buyers and are to be removed in writing, on or before October 31, 2023:

1. Subject to the Buyers' Approving all documents associated with the asset purchase.
2. Subject to Satisfactory Inspection of the property and all equipment.
3. Subject to the Lawyer's Approval and Advice on all components and attachments of this contract.
4. Subject to the Accountant's Approval and Advice on all components and attachments of this contract.
5. Subject to Coastal Health and City Approval for change of Restaurant type and menu.
6. Subject to the Buyers' receiving an approval for Liquor License Transfer.
7. Subject to the Landlord's approval in writing to transfer the lease to the buyers. The Seller's/ Seller's Agent shall arrange a meeting with the Landlord or their agent, and facilitate communication for any required documents to obtain this approval.
8. Subject to Buyer's receiving and approving financing from bank.

A.M. AC

BUYER'S INITIALS

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PRINCIPAL'S INITIALS

[Signature]

SELLER'S INITIALS



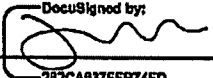
THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

Authenticator: Amrinderveer Chahal SEAL

Authenticator: A Y Modi SEAL

BUYER  
1442029 B.C. LTD  
PRINT NAME

WITNESS

DocuSigned by:  
  
SELLER  
282CA837FFB74FD...  
CINEMA PUBLIC HOUSE LTD  
PRINT NAME

WITNESS

PRINCIPAL

PRINT NAME

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PRINCIPAL

PRINT NAME

WITNESS

\*PREC represents Personal Real Estate Corporation

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BC2079 REV. JAN 2023

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CREA WEBForms®

000235




# CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: C8055425 DATE: November 04 2023  
 RE: ADDRESS: 901 GRANVILLE Vancouver BC V6Z 1L3  
 LEGAL DESCRIPTION: BUSINESS ASSET  
 PID: 800-163-828 OTHER PID(S): \_\_\_\_\_

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE  
 DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD  
 \_\_\_\_\_ AS BUYER(S), AND  
CINEMA PUBLIC HOUSE LTD  
 \_\_\_\_\_  
 AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
 This amendment is not intended to be a repudiation or breach of the above noted Contract of Purchase & 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 here to shall not constitute a counter offer and shall not, until execution by all parties, have any affect  
 on the underlying agreement of the 1st day of November, 2023.  
 The Sellers and the Buyers both agree to the following:  
 Sellers and Buyers mutually agree that the Lease Deposit to the Landlord which is \$ 26,499.20 (Twenty Six  
 Thousand Four Hundred Ninety Nine Dollars and Twenty Cents) is included in the Purchase Price.  
 Time shall remain of the essence.  
 Buyer and Seller agree that \$75,000 of the sales proceeds will be allocated to Freehouse management  
 Ltd. To be paid out at closing as part of the adjustments

AC A.M.

Amrinderveer Chahal   
 BUYER


1442029 B.C. LTD  
 PRINT NAME

WITNESS \_\_\_\_\_

DocuSigned by: [Signature] 


SELLER CINEMA PUBLIC HOUSE LTD  
 PRINT NAME

WITNESS \_\_\_\_\_

Ay Modi   
 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 FOR BUSINESS ASSETS SCHEDULE

MLS<sup>®</sup> NO: C8055425 DATE: November 20 2023

LOCATION OF BUSINESS ASSETS/PRIMARY PLACE OF BUSINESS: \_\_\_\_\_

901 GRANVILLE Vancouver BC V6Z 1L3

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 1 2023 IN RESPECT OF THE PURCHASE AND SALE OF BUSINESS ASSETS RELATING TO (DESCRIPTION OF BUSINESS) \_\_\_\_\_

MADE BETWEEN 1442029 B.C. LTD

AS BUYER(S), AND CINEMA PUBLIC HOUSE LTD

AS SELLER(S), AND \_\_\_\_\_

AS PRINCIPAL(S) (if any) \_\_\_\_\_

COVERING THE ABOVE-MENTIONED BUSINESS ASSETS, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(Please indicate the relevant Schedule including the appropriate Letter and Title followed by the list/information to be included.)

Schedule 10 N (Allocation of Purchase Price Amongst Business Assets)

Leasehold Improvements- \$400,000

Assets & Equipment- \$180,000

AC AM

BUYER'S INITIALS

\_\_\_\_\_

PRINCIPAL'S INITIALS

OS

SELLER'S INITIALS

BC1002 REV. JAN 2023

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THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS<sup>®</sup> NO: C8055425      DATE: December 01 2023

RE: ADDRESS: 901 GRANVILLE      Vancouver      BC V6Z 1L3

LEGAL DESCRIPTION: BUSINESS ASSET

PID: 800-163-828      OTHER PID(S): \_\_\_\_\_

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE  
DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD

\_\_\_\_\_ AS BUYER(S), AND  
CINEMA PUBLIC HOUSE LTD

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
Both the Sellers and Buyers propose the amendment set forth below the "Proposed Amendment") to the Contract of Purchase and Sale dated November 1, 2023. The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have an effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by all parties. Upon such execution, the parties hereby ratify and confirm that all other covenants, terms, and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence. The proposed amendment is as follows:

Both The buyer(s) and the seller(s) agree to change the conditions Precedent Removal date from December 1, 2023, to December 6, 2023.

Both The buyer(s) and the seller(s) agree to change the Completion Date from December 4, 2023 to December 11, 2023.

Both The buyer(s) and the seller(s) agree to change the Possession Date and Adjustment from December 6, 2023, to December 13, 2023.

Authorized by: Amrinderveer Chahal      Authorized by: A.Y Modi      SEAL

BUYER  
1442029 B.C. LTD  
PRINT NAME

\_\_\_\_\_  
BUYER      SEAL

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
BUYER      SEAL

\_\_\_\_\_  
PRINT NAME

WITNESS

WITNESS

WITNESS

DocuSigned by: [Signature]      SEAL

SELLER  
282CA837FFB74FD...  
CINEMA PUBLIC HOUSE LTD  
PRINT NAME

\_\_\_\_\_  
SELLER      SEAL

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SELLER      SEAL

\_\_\_\_\_  
PRINT NAME

WITNESS

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WITNESS



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

# CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: C8055425 DATE: December 06 2023  
 RE: ADDRESS: 801 GRANVILLE Vancouver BC V6Z 1L3  
 LEGAL DESCRIPTION: BUSINESS ASSET  
 PID: 800-163-828 OTHER PID(S): \_\_\_\_\_

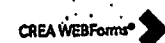
ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE  
 DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD

\_\_\_\_\_ AS BUYER(S), AND  
CINEMA PUBLIC HOUSE LTD

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
 Both the Sellers and Buyers propose the amendment set forth below the "Proposed Amendment") to the Contract of Purchase and Sale dated November 1, 2023. The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have an effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by all parties. Upon such execution, the parties hereby ratify and confirm that all other covenants, terms, and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence. The proposed amendment is as follows:

Both The buyer(s) and the seller(s) agree to change the conditions Precedent Removal date from December 6, 2023, to December 8, 2023.  
 [Signature] [DB] [13] [AC] [AM]  
 Both the buyer(s) and the seller(s) agree to change the completion date from December 11, 2023 to December 19, 2023.  
 Both the buyer(s) and the seller(s) agree to change the Possession and Adjustment date from December 13, 2023 to December 20, 2023.  
 [AC] [AM] [DB] [Signature]

Authorized by: <u>Amrinderveer Chahal</u> [SEAL] BUYER <u>1442029 B.C. LTD</u> PRINT NAME WITNESS DocuSigned by: [Signature] [SEAL] SELLER <u>282CA837FFB74FD...</u> <u>CINEMA PUBLIC HOUSE LTD</u> PRINT NAME WITNESS	BUYER PRINT NAME WITNESS SELLER PRINT NAME WITNESS	BUYER PRINT NAME WITNESS SELLER PRINT NAME WITNESS
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THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS<sup>®</sup> NO: C8055425 DATE: December 13 2023

RE: ADDRESS: 901 GRANVILLE Vancouver BC V6Z 1L3

LEGAL DESCRIPTION: BUSINESS ASSET

PID: 800-163-828 OTHER PID(S): \_\_\_\_\_

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD

\_\_\_\_\_ AS BUYER(S), AND

CINEMA PUBLIC HOUSE LTD

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Both the Sellers and Buyers propose the amendment set forth below the "Proposed Amendment") to the Contract of Purchase and Sale dated November 1, 2023. The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have an effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by all parties. Upon such execution, the parties hereby ratify and confirm that all other covenants, terms, and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence. The proposed amendment is as follows:

Both The buyer(s) and the seller(s) agree to change the conditions Precedent Removal date from December 13, 2023, to December 27, 2023.

Both the Buyer(s) and the seller(s) agree to change the completion date from December 19, 2023, to January 2, 2024

Both the Buyer(s) and the seller(s) agree to change the possession and adjustment date from December 20, 2023, to January 3, 2023

<p>Author ID: <u>A1 No 21</u></p> <p>Amended by: <u>Amrinderveer Chahal</u> </p> <p>BUYER</p> <p><u>1442029 B.C. LTD</u></p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>BUYER</p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>BUYER</p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>
<p>DocuSigned by: </p> <p>SELLER</p> <p><u>282CA837FFB74FD...</u></p> <p><u>CINEMA PUBLIC HOUSE LTD</u></p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>SELLER</p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>	<p>SELLER</p> <p>PRINT NAME</p> <hr/> <p>WITNESS</p>

*CS*



### CONTRACT OF PURCHASE AND SALE FOR BUSINESS ASSETS SCHEDULE

MLS® NO: C8055425 DATE: December 15 2023

LOCATION OF BUSINESS ASSETS/PRIMARY PLACE OF BUSINESS: \_\_\_\_\_

901 GRANVILLE Vancouver BC V6Z 1L3

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 1 2023 IN RESPECT OF THE PURCHASE AND SALE OF BUSINESS ASSETS RELATING TO (DESCRIPTION OF BUSINESS) \_\_\_\_\_

MADE BETWEEN 1442029 B.C. LTD

AS BUYER(S), AND CINEMA PUBLIC HOUSE LTD

AS SELLER(S), AND \_\_\_\_\_

AS PRINCIPAL(S) (If any) \_\_\_\_\_

COVERING THE ABOVE-MENTIONED BUSINESS ASSETS, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

(Please indicate the relevant Schedule including the appropriate Letter and Title followed by the list/information to be included.)

The following subjects are removed by the buyers:

- 1. Subject to the Buyers' Approving all documents associated with the asset purchase.
- 2. Subject to Satisfactory Inspection of the property and all equipment.
- 3. Subject to the Lawyer's Approval and Advice on all components and attachments of this contract.
- 4. Subject to the Accountant's Approval and Advice on all components and attachments of this contract.
- 5. Subject to Coastal Health and City Approval for change of Restaurant type and menu.
- 6. Subject to the Buyers' receiving an approval for Liquor License Transfer.
- 7. Subject to the Landlord's approval in writing to transfer the lease to the buyers. The Seller's/ Seller's Agent shall arrange a meeting with the Landlord or their agent, and facilitate communication for any required documents to obtain this approval.
- 8. Subject to the Buyer's receiving and approving financing from a bank.

The buyer(s) and seller(s) here by remove the buyer's condition precedent as stated in clause 17 of the original Contract of Purchase and Sale and the sellers here by remove the seller's condition precedent in the clause 18 of original Contract of Purchase and Sale

AM  AC

~~It is the fundamental term of this contract that the Landlord's consent be obtained to transfer or assign the lease; and formal lease assignment or transfer be signed by the buyers 5 days prior to completion. In case this does not happen by the stated timeline, this contract will become null and void and the entire deposit will become payable to the buyer. The buyer will then be released from any penalties or further liabilities on this contract.~~

It is the fundamental term of this contract that the Landlord's consent be obtained to transfer or assign the lease; and formal lease assignment or transfer be signed by the buyers 5 days prior to completion. In case this does not happen by the stated timeline, this contract will become null and void and the entire deposit will become payable to the buyer. The buyer will then be released from any penalties or further liabilities on this contract

AM  AC

BUYER'S INITIALS

PRINCIPAL'S INITIALS

DS

SELLER'S INITIALS



9



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

Authenticator  
A-1 Ho Li  
Authenticator  
Amrinderveer Chahal

BUYER  
1442029 B.C. LTD  
PRINT NAME

WITNESS

DocuSigned by:  
SELLER  
282CA637FFB74FD...  
CINEMA PUBLIC HOUSE LTD  
PRINT NAME

WITNESS

PRINCIPAL  
PRINT NAME

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BUYER  
PRINT NAME

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SELLER  
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PRINCIPAL  
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BUYER  
PRINT NAME

WITNESS

SELLER  
PRINT NAME

WITNESS

PRINCIPAL  
PRINT NAME

WITNESS

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Cp



### CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS<sup>®</sup> NO: C8055425 DATE: December 16 2023  
 RE: ADDRESS: 901 GRANVILLE Vancouver BC V6Z 1L3  
 LEGAL DESCRIPTION: BUSINESS ASSET  
 PID: 800-163-828 OTHER PID(S): \_\_\_\_\_

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE  
 DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD  
 \_\_\_\_\_ AS BUYER(S), AND  
CINEMA PUBLIC HOUSE LTD

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
 Both the Sellers and Buyers propose the amendment set forth below the "Proposed Amendment") to the Contract of Purchase and Sale dated November 1, 2023. The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have an effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by all parties. Upon such execution, the parties hereby ratify and confirm that all other covenants, terms, and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence. The proposed amendment is as follows:

Both Seller(s) and Buyer(s) agree to change the deposit due date to December 19, 2023.

<p><u>A1 No. 21</u> <u>Amitinderveer Chahal</u> </p> <p>BUYER  <u>1442029 B.C. LTD</u>          PRINT NAME</p> <p>WITNESS</p> <p><u>DocuSigned by:</u>    <u>282CA637FFB74FD...</u> </p> <p>SELLER  <u>CINEMA PUBLIC HOUSE LTD</u>          PRINT NAME</p> <p>WITNESS</p>	<p>BUYER          _____          PRINT NAME</p> <p>WITNESS          _____          WITNESS</p> <p>SELLER          _____          PRINT NAME</p> <p>WITNESS          _____          WITNESS</p>	<p>BUYER          _____          PRINT NAME</p> <p>WITNESS          _____          WITNESS</p> <p>SELLER          _____          PRINT NAME</p> <p>WITNESS          _____          WITNESS</p>
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CS



Bank Draft / Traite de Banque

3947 0135 3

27-43345

APURV MODI

02020

MAPLE RIDGE BANKING CENTRE  
MAPLE RIDGE, BC

2023-12-19

Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No.  
N° d'identification

Banking Centre  
Centre bancaire

\$\*\*\*\*\*30,000.00

Pay to the  
order of

Payez à  
l'ordre de

WOODHOUSE REALTY IN TRUST\*\*\*\*\*

Canadian Dollars CAD  
Dollars Canadiens

The sum of  
La somme de

\*\*\*\*\*THIRTY THOUSAND

For Canadian Imperial Bank of Commerce  
Pour La Banque Canadienne Impériale de Commerce

To  
Tiré:

Canadian Imperial Bank of Commerce  
Toronto  
Canada

*W. K. S.*  
Chief Executive Officer / Chef de la Direction

125-202270




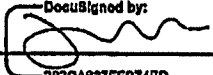



⑈394701353⑈ ⑆09502⑆010⑆ 02020⑆2743345⑈

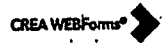


# CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS# NO: C8055425 DATE: December 26 2023  
 RE: ADDRESS: 901 GRANVILLE Vancouver BC V6Z 1L3  
 LEGAL DESCRIPTION: BUSINESS ASSET  
 PID: 800-163-828 OTHER PID(S): \_\_\_\_\_

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE  
 DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD  
 \_\_\_\_\_ AS BUYER(S), AND  
CINEMA PUBLIC HOUSE LTD  
 \_\_\_\_\_  
 AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
 Both the Sellers and Buyers propose the amendment set forth below the "Proposed Amendment") to the Contract of Purchase and Sale dated November 1, 2023. The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have an effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by all parties. Upon such execution, the parties hereby ratify and confirm that all other covenants, terms, and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence. The proposed amendment is as follows:  
 Both the buyer(s) and the seller(s) agree to change the completion date from January 2, 2024 to January 22, 2024.  
 Both the buyer(s) and the seller(s) agree to change the possession and adjustment date from January 3, 2024 to January 23, 2024.

<u>A.Y. Modi</u> 	<u>Amrinderveer Chahal</u> 	
BUYER	BUYER	BUYER
<u>1442029 B.C. LTD</u>	_____	_____
PRINT NAME	PRINT NAME	PRINT NAME
WITNESS	WITNESS	WITNESS
<u>DocuSigned by:</u>  		
SELLER	SELLER	SELLER
<u>282CA837FFB74FD...</u> <u>CINEMA PUBLIC HOUSE LTD</u>	_____	_____
PRINT NAME	PRINT NAME	PRINT NAME
WITNESS	WITNESS	WITNESS





THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: C8055425 DATE: December 26 2023

RE: ADDRESS: 901 GRANVILLE Vancouver BC V6Z 1L3

LEGAL DESCRIPTION: BUSINESS ASSET

PID: 800-163-828 OTHER PID(S): \_\_\_\_\_

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE  
DATED November 1 2023 MADE BETWEEN 1442029 B.C. LTD

\_\_\_\_\_ AS BUYER(S), AND  
CINEMA PUBLIC HOUSE LTD

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Both the Sellers and Buyers propose the amendment set forth below the "Proposed Amendment") to the Contract of Purchase and Sale dated November 1, 2023. The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have an effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by all parties. Upon such execution, the parties hereby ratify and confirm that all other covenants, terms, and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence. The proposed amendment is as follows:

Both the buyer(s) and the seller(s) agree to change the completion date from January 2, 2024 to January 22, 2024.

Both the buyer(s) and the seller(s) agree to change the possession and adjustment date from January 3, 2024 to January 23, 2024.

Amended by: A. Y. Modi Amrinderveer Chahal

BUYER  
1442029 B.C. LTD  
PRINT NAME

BUYER  
\_\_\_\_\_  
PRINT NAME

BUYER  
\_\_\_\_\_  
PRINT NAME

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

DocuSigned by:  
  
SELLER  
282CAB37FFB74FD...  
CINEMA PUBLIC HOUSE LTD  
PRINT NAME

SELLER  
\_\_\_\_\_  
PRINT NAME

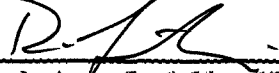
SELLER  
\_\_\_\_\_  
PRINT NAME

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

This is Exhibit " S " referred to in the  
affidavit of Carven Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fisher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

CS

**Meena Lally**

---

**Subject:** FW: Landlord Package

**cecp-40695bfc-e831-4980-bc79-d786569e9f34:**

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"2024-02-07T00:42:04.562Z"}}

**cecp-propertyNames:** cecp-40695bfc-e831-4980-bc79-d786569e9f34;

**From:** Harry Jassar <[harryjassar@woodhouserealty.com](mailto:harryjassar@woodhouserealty.com)>

**Sent:** Tuesday, November 14, 2023 4:43 PM

**To:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>

**Cc:** Jean Seguin <[info@restaurantbusinessbroker.ca](mailto:info@restaurantbusinessbroker.ca)>; Andrea Atanis <[andrea@restaurantbusinessbroker.ca](mailto:andrea@restaurantbusinessbroker.ca)>; Salli Pateman <[salli@restaurantbusinessbroker.ca](mailto:salli@restaurantbusinessbroker.ca)>

**Subject:** Re: Landlord Package

Hello,

The Directors of the company are Husband and Wife and they both work for TD Bank as Credit Analyst (Underwriter).

Here are their references:

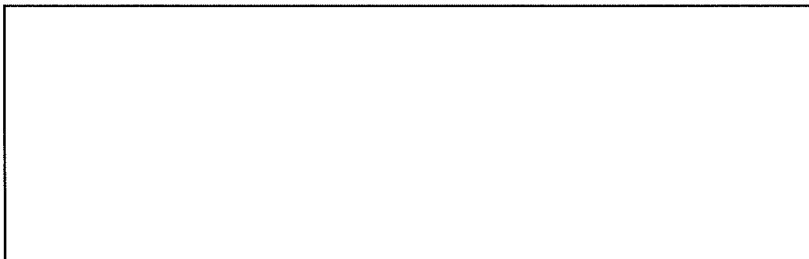
Parth Shah (Manager) - +1 (306) 219-0005

[Sppp.shah@gmail.com](mailto:Sppp.shah@gmail.com)

Harpal Patel (Colleague) - +1 (780) 913-4148

[Harpalpatel98@gmail.com](mailto:Harpalpatel98@gmail.com)

Best Regards,



On Tue, Nov 14, 2023 at 6:25 PM Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)> wrote:

Harry,

Thanks. I will require two Business references for each principal.

Sp

Regards,

Melinda Chan, AACI, P.App

Property Negotiator

Real Estate Services | City of Vancouver

507 West Broadway, Suite 400

Vancouver, BC V5Z 0B4

T: 604.873.7918 | F: 604.873.7064

E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

**From:** Harry Jassar <[harryjassar@woodhouserealty.com](mailto:harryjassar@woodhouserealty.com)>

**Sent:** Tuesday, November 14, 2023 11:33 AM

**To:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>

**Cc:** Jean Seguin <[info@restaurantbusinessbroker.ca](mailto:info@restaurantbusinessbroker.ca)>; Andrea Atanis <[andrea@restaurantbusinessbroker.ca](mailto:andrea@restaurantbusinessbroker.ca)>; Salli Pateman <[salli@restaurantbusinessbroker.ca](mailto:salli@restaurantbusinessbroker.ca)>

**Subject:** Re: Landlord Package

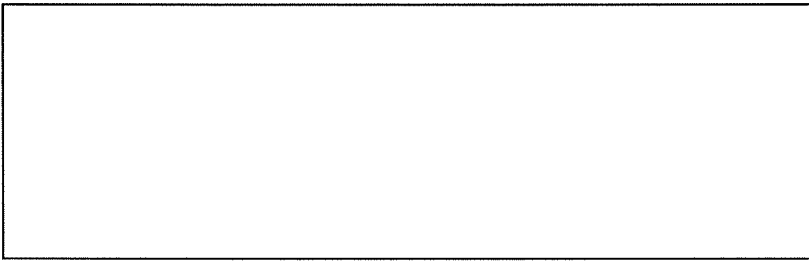
Hello,

I have attached the Credit Check application as a PDF and the Void cheque

Best Regards,



59



On Tue, Nov 14, 2023 at 11:16 AM Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)> wrote:

Hi,

I couldn't open the Commercial Credit Check application. Could you please resend? I should warn you that it takes time to review and approve the assignment request and having everything completed by Nov.29, 2023 may be difficult.

I will also require the formal request from our tenant, Donnelly Public Houses Inc. for this assignment.

Thanks,

Melinda Chan, AACI, P.App

Property Negotiator

Real Estate Services | City of Vancouver

507 West Broadway, Suite 400

Vancouver, BC V5Z 0B4

T: 604.873.7918 | F: 604.873.7064

E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

G

**From:** Jean Seguin <[info@restaurantbusinessbroker.ca](mailto:info@restaurantbusinessbroker.ca)>

**Sent:** Thursday, November 9, 2023 3:51 PM

**To:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>; Harry Jassar <[harryjassar@woodhouserealty.com](mailto:harryjassar@woodhouserealty.com)>; Andrea Atanis <[andrea@restaurantbusinessbroker.ca](mailto:andrea@restaurantbusinessbroker.ca)>; Salli Pateman <[salli@restaurantbusinessbroker.ca](mailto:salli@restaurantbusinessbroker.ca)>

**Subject:** Fwd: Landlord Package

Hello Melinda,

Here is the information about the buyer for the purchase of Cinema. I want to point out that the business is not changing. Everything is staying the same. They are keeping the staff and the doors are not closing. Operations will continue during the transition.

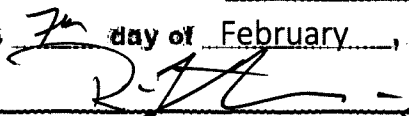
The buyer's corp is a new corp for the purpose of this purchase. Both partners are bankers that will be keeping their day jobs as well. Subject removal is in a few weeks so we would like to start this approval process as soon as possible.

Kind Regards,

Jean

----- Forwarded message -----

This is Exhibit " T " referred to in the  
affidavit of Carmen Song  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert Peacher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



Sp

## BC Company Summary

For  
1442029 B.C. LTD.

**Date and Time of Search:** October 30, 2023 11:09 AM Pacific Time  
**Currency Date:** May 23, 2023

### ACTIVE

**Incorporation Number:** BC1442029  
**Name of Company:** 1442029 B.C. LTD.  
**Business Number:** 724271614 BC0001  
**Recognition Date and Time:** Incorporated on September 28, 2023 05:42 PM Pacific Time  
**Last Annual Report Filed:** Not Available  
**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA  
**Delivery Address:**  
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA  
**Delivery Address:**  
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
CHAHAL, AMRINDERVEER

**Mailing Address:**  
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA  
**Delivery Address:**  
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA

Q

**Last Name, First Name, Middle Name:**

MODI, APURV YOGESHKUMAR

**Mailing Address:**

11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA

**Delivery Address:**

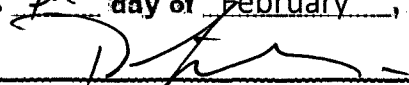
11-23651 132 AVENUE  
MAPLE RIDGE BC V4R 0E9  
CANADA

---

NO OFFICER INFORMATION FILED .

---

This is Exhibit " U " referred to in the  
affidavit of Carvin Singh  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fisher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

DECLARATION(S) ATTACHED



Land Title Act  
**Mortgage**  
 Part 1 Province of British Columbia

NEW WESTMINSTER LAND TITLE OFFICE  
 NOV 04 2022 14:00:39.004  
**CB321544**

1. Application

Document Fees: \$76.32

**Harshandeep K. Grewal Notary Corporation**  
 2-33555 South Fraser Way  
 Abbotsford BC V2S 2B7  
 7783443010

File Number: 0501-2021 Modi  
 Mortgage Reference Number: 3553301742

2. Description of Land

PID/Plan Number	Legal Description
030-183-260	STRATA LOT 69 SECTION 28 TOWNSHIP 12 NEW WESTMINSTER DISTRICT STRATA PLAN EPS2081

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

<b>APURV YOGESHKUMAR MODI</b>	UNDERWRITER II
<b>AMRINDERVEER CHAHAL</b>	UNDERWRITER II
11 - 23651 - 132ND AVENUE MAPLE RIDGE BC V4R 0E9	
<b>AS JOINT TENANTS</b>	

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

**BANK OF MONTREAL**  
 2465 ARGENTIA ROAD, 8TH FLOOR  
 MISSISSAUGA ON L5N 0B4

5. Payment Provisions

Principal Amount <b>\$616,000.00</b>	Interest Rate <b>See Schedule</b>	Interest Adjustment Date <b>December 1, 2022</b>
Interest Calculation Period <b>Monthly, not in advance</b>	Payment Dates <b>Monthly on the 1st</b>	First Payment Date <b>January 1, 2023</b>
Amount of each periodic payment <b>\$3,614.40</b>	Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is <b>See Schedule % per annum</b>	Last Payment Date <b>December 1, 2027</b>
Assignment of Rents which the applicant wants registered? <b>No</b>	Place of payment <b>Bank of Montreal Transit:3855, 228 Ungless Way, Port Moody, BC V3H 4Y9</b>	Balance Due Date <b>December 1, 2027</b>

6. Mortgage contains floating charge on land?

**No**

7. Mortgage secures a current or running account?

**No**

8. Interest Mortgaged

**Fee Simple**

CS



Land Title Act  
**Mortgage**  
Part 1 Province of British Columbia

9. Mortgage Terms

Part 2 of this mortgage consists of:

**(b) Filed Standard Mortgage Terms**

D F Number: **MT150006**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

**See Schedule**

11. Prior Encumbrances Permitted by Lender

**N/A**

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower Signature(s)

\_\_\_\_\_  
**See Affidavit of Execution**

YYYY-MM-DD

**2022-11-02**

\_\_\_\_\_  
**Apurv Yogeshkumar Modi**

\_\_\_\_\_  
**Amrinderveer Chahal**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**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.

**Harshandeep  
Grewal 9P1IH7**

Digitally signed by  
Harshandeep Grewal 9P1IH7  
Date: 2022-11-04  
13:31:25 -07:00



G

**LAND TITLE ACT  
FORM E****SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

**5. PAYMENT****PROVISIONS: 5(b)****Interest rate.**

- (i) **Fixed rate terms.** This section 5(b)(i) applies if you have a fixed rate term.

For a fixed rate term,       % per year, calculated half-yearly  
not in advance.

- (ii) **Variable rate terms.** This section 5(b)(ii) applies if you have a variable rate term.

**General Terms.** Part 3 of our Standard Mortgage Terms MT 150006 contains terms for  
our variable interest rates.

**Current interest rates.**

- On november 01, 2022, our prime rate was 5.950% per year.
- On that date, your interest rate was 5.800% per year, calculated monthly not in  
advance.

**Other.****5(h) Interest Act (Canada) Statement.**

Your interest rate as shown in section 5(b) above is equivalent to 5.871% per year, calculated  
half-yearly not in advance.

**10. ADDITIONAL OR MODIFIED MORTGAGE TERMS.**

- (1) **Mortgage Product.** You have a Five years variable rate closed mortgage term.
- (2) **Special Terms.** None
- (3) **Guarantee.** Each person who agrees to this document as a guarantor guarantees the  
mortgage on the terms set out in part 13 of our Standard Mortgage Terms MT 150006.

**END OF DOCUMENT**

CS



see attached affidavit in regards to video witnessing of Form B

<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that</p> <p>(a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or</p> <p>(b) You are a designate authorized to certify this application under section 168.4 of the <i>Land Title Act</i>, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or</p> <p>(c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.</p>	<p><b>Harshandeep Grewal 9P1IH7</b></p> <p>Digitally signed by Harshandeep Grewal 9P1IH7 Date: 2022-11-04 13:32:36 -07:00</p>
---	---

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

### AFFIDAVIT OF EXECUTION

Regarding Form B video witnessing of Bank of Montreal Mortgage to  
Apurv Yogeshkumar Modi and Amrinderveer Chahal

I, Harshandeep K. Grewal, having an address at, 2-33555 South Fraser Way, in the City  
of Abbotsford, in the Province of British Columbia, acknowledge the following:

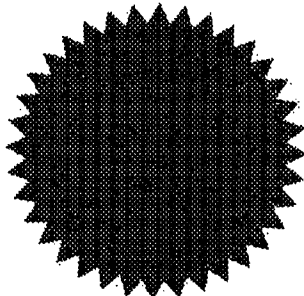
1. I am 16 years of age or older and am acquainted with the person named in the instrument as the mortgagor.
2. I am acquainted with the signature of the mortgagor, through the use of video conferencing technology and believe that the signature subscribed to the instrument is the signature of the mortgagor.
3. The signature of the mortgagor was not certified by an officer under Part 5 of the Land Title Act, R.S.B.C. 1996, c. 250 because due to the COVID-19 Pandemic the mortgagor was not able to appear in person before an officer.
4. The mortgagor was not physically present before me because it is medically unsafe to meet with the mortgagor in person due to COVID-19 but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with the Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services.

SWORN BEFORE ME at the City of  
Abbotsford  
 in the Province of British Columbia,  
 this 02 day of November 2022.

\_\_\_\_\_  
 Harshandeep K. Grewal

\_\_\_\_\_  
 A Notary Public in and for the Province  
 of British Columbia

**RAJEEV BAJAJ**  
 NOTARY PUBLIC  
 Unit 4 - 2599 Cedar Park Place  
 (Above Mens Cloth)  
 Abbotsford, B.C., Canada V2T 3S4  
 Ph: 604-804-1800 Fax: 604-804-1810





**TITLE SEARCH PRINT**

File Reference: 35156  
Declared Value \$770000

2024-02-07, 14:09:53  
Requestor: Melanie Fisher

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

**Title Issued Under** STRATA PROPERTY ACT (Section 249)

**Land Title District** NEW WESTMINSTER  
**Land Title Office** NEW WESTMINSTER

**Title Number** CB321543  
**From Title Number** CA7560900

**Application Received** 2022-11-04

**Application Entered** 2022-11-21

**Registered Owner in Fee Simple**  
**Registered Owner/Mailing Address:** APURV YOGESHKUMAR MODI, UNDERWRITER II  
AMRINDERVEER CHAHAL, UNDERWRITER II  
11 - 23651 - 132ND AVENUE  
MAPLE RIDGE, BC  
V4R 0E9  
AS JOINT TENANTS

**Taxation Authority** Maple Ridge, City of

**Description of Land**  
**Parcel Identifier:** 030-183-260  
**Legal Description:**  
STRATA LOT 69 SECTION 28 TOWNSHIP 12 NEW WESTMINSTER DISTRICT  
STRATA PLAN EPS2081  
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT  
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

**Legal Notations**  
THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE BB4068044

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE BB4068045

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL  
GOVERNMENT ACT, SEE BB4068046



**TITLE SEARCH PRINT**

File Reference: 35156  
Declared Value \$770000

2024-02-07, 14:09:53  
Requestor: Melanie Fisher

HERETO IS ANNEXED EASEMENT CA4264921 OVER COMMON PROPERTY STRATA PLAN EPS2081

HERETO IS ANNEXED EASEMENT CA5950371 OVER COMMON PROPERTY STRATA PLAN EPS2081

HERETO IS ANNEXED EASEMENT CA5950372 OVER THE COMMON PROPERTY STRATA PLAN EPS2081

**Charges, Liens and Interests**

Nature: COVENANT  
Registration Number: CA3638037  
Registration Date and Time: 2014-03-19 11:44  
Registered Owner: THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA3638038  
Registration Date and Time: 2014-03-19 11:44  
Registered Owner: THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA3638040  
Registration Date and Time: 2014-03-19 11:44  
Registered Owner: THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA3653139  
Registration Date and Time: 2014-03-28 13:49  
Registered Owner: THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE  
Remarks: INTER ALIA

Nature: EASEMENT  
Registration Number: CA4264922  
Registration Date and Time: 2015-03-04 12:48  
Remarks: INTER ALIA  
APPURTENANT TO STRATA LOTS 1 TO 13 AND THE COMMON PROPERTY STRATA PLAN EPS2081

**TITLE SEARCH PRINT**

File Reference: 35156

Declared Value \$770000

2024-02-07, 14:09:53

Requestor: Melanie Fisher

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA4864160  
Registration Date and Time: 2015-12-09 08:58  
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA4864161  
Registration Date and Time: 2015-12-09 08:58  
Registered Owner: TELUS COMMUNICATIONS INC.  
Remarks: INTER ALIA

Nature: EASEMENT  
Registration Number: CA5950373  
Registration Date and Time: 2017-04-25 17:13  
Remarks: INTER ALIA  
APPURTENANT TO THE COMMON PROPERTY OF STRATA PLAN  
EPS2081

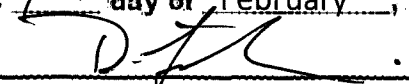
Nature: MORTGAGE  
Registration Number: CB321544  
Registration Date and Time: 2022-11-04 14:00  
Registered Owner: BANK OF MONTREAL

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

This is Exhibit "V" referred to in the  
affidavit of Carmen Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24



A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



Cobourg Police Service

107 King Street West  
Cobourg, Ontario  
K9A 2M4

9

**Criminal Record and Judicial Matters Check (CRJMC)**

<b>Date:</b>	2023-10-12
<b>Request #:</b>	7548346
<b>Applicant</b>	<b>Apurv Yogeshkumar Modi</b>
<b>Date of Birth:</b>	1990-01-05
<b>Results for Name-Based Criminal Record Check (CRC):</b>	<b>CLEARED</b>
<b>Results of Investigative Databank and Local Indices Results:</b>	<b>CLEARED</b>

Based solely on the name(s) and date of birth provided, a search of the National Criminal Records repository maintained by the RCMP did not identify any records for a person with the name(s) and date of birth of the applicant. Positive identification that a criminal record may or may not exist at the National Criminal Records repository can only be confirmed by fingerprint comparison. Not all offences are reported to the National Criminal Records repository. A local indices check may or may not reveal criminal record convictions that have not been reported to the National Criminal Records repository.

Please note: this information is provided based on the identification information provided by the applicant. If there is any dispute between the information provided by Triton and the claims of the applicant, fingerprint comparison may be required, as previously consented in writing by the applicant.

Terri MacKinnon  
Badge #684

To validate the authenticity of this document, visit <https://www.mypolicecheck.com/Validate/PublicChecks> and enter this information:  
Confirmation Id: 15477466, Request Id: R17097879

This report has been generated by the Triton Advantage System.  
Our phone number and email address 1-844-874-8667 or [customerservice@tritoncanada.ca](mailto:customerservice@tritoncanada.ca)  
Triton Services - Criminal Background Check, Resume Verification, Credit Check, Reference Check





# Apurv Modi

---

11-23651 132 Ave, Maple ridge, BC, V4R 0E9 | 306 914 1993 | 2563apurva@gmail.com

## Objective

- Efficient professional with years of experience in Management and Mortgage loan and personal loan underwriting. Uniquely skilled at motivating sales teams to produce high-volume revenue results. Strong abilities in business operations, work-force scheduling, and customer satisfaction. Regularly monitored risk and portfolio for customers to identify delinquent loans, proven experience of loan adjudication, understanding cx's risk by assessing their ability to repay loans and credit worthiness by analyzing financial statements, ratios and credit bureau.

## Skills & Abilities

- Planning. Planning is a vital aspect within an organization
- Communication. Possessing great communication skills is crucial for a manager
- Decision-making. Another vital management skill is decision-making
- Delegation. Delegation is another key management skill
- Problem-solving
- Multi-task under pressure
- Creative and proactive approach
- Independent decision and Analytical skills
- Flexible and adaptable

## Experience

### **CREDIT ANALYST | TD CANADA TRUST | 02/2022-PRESENT**

- Residential lending underwriter – Exposure to underwriting application for the following : Mortgage, Home Equity line of credit, Bridge loan, Refinance, Release of covenant, Insured and, Conventional deals.
- Sound understanding of total debt servicing, Gross Debt Servicing ratios with a strong ability to calculate ratios, heating cost and housing cost.
- Analytical and Adjudication skills gained through assessing income, assets, liabilities, credit bureau report, collateral, client character, capacity, etc.
- Communicate with mortgage specialist and branch partners to obtain all compliant documents and decision deals promptly
- Protect the interest of the bank by ensuring it being adjudicated following assigned discretionary limit and established guidelines.
- Interact and maintain positive relationships through email, telephonic conversation with business partners to allow for effective follow up of documents required to satisfy secured and unsecured loan commitment condition.

### **OWNER | BOMBAY STREET TADKA | 03/2019-07/2022**

- Overseeing the day to day operations of a restaurant, managing staff, resolve customer issues and work to make the establishment profitable.
- Ensuring that the staff meets all food safety and health regulations.
- Coordinating with food preparation team, deciding what dishes to serve, and adjusting orders to meet customers requests.
- Handling payroll and back end operations to ensure employee friendly environment.
- Hosting community events and corporate parties and also paying attention to online review.

3

**FINANCIAL SERVICE REPRESENTATIVE | EASY FINANCIAL | 09/2020-12/2021**

- Strategic flexibility in prospecting new clients through telemarketing with a view of achieving and exceeding sales targets,
- Interviewing and assessment of loan applicants with an understanding of their financial needs as well as aligning such needs with the appropriate lending solutions.
- Reviewing and evaluating online financial loan applications, through analyzing credit worthiness, risk assessment to improve the quality of sales and limiting future payment default
- Credit rebuilding and counselling by educating clients on their credit profile, identifying risk factors and behaviors
- Driving financial cross sales through spotting opportunities from the needs of client.
- Organizing important record keeping of client information through CRM.

**ASSISTANT STORE MANAGER | BEST BUY LTD | 03/2015 - 02/2022**

- Delegated daily tasks, addressed employee questions, and resolved scheduling issues
- Built relationships with team members to encourage willingness to address concerns and issues
- Credit decisions and counselling by educating clients, identifying risk factors and recommending appropriate products
- Driving financial cross-sale through spotting opportunities from the needs of client, including products add-on identifying during customer engagement
- Organizing an important record-keeping client information, ensuring safety and privacy maintenance
- Following monthly business process and doing monthly one-o-one and role play to determine their strengths, opportunities and, weaknesses
- Recruited and hired talented individuals and bringing depth and Worked with customer service representatives to handle escalated customer issues

**SUPERVISOR\ACTING AREA MANAGER | FREEDOM MOBILE | 06/2013 - 03/2015**

- Delegated daily tasks, addressed employee questions, and resolved scheduling issues
- Built relationships with team members to encourage willingness to address concerns and issues
- Developed solid professional relationships to broaden efficiency of company
- Focusing on sales revenue as well as other criteria and meeting targets every single day
- Develop and implement strategies while maintaining company policies
- Recruited and hired talented individuals bringing depth and experience to organization.
- Worked with customer service representatives to handle escalated customer issues

**OPERATIONAL MANAGER | ALLTECH INDUSTRIES PVT. LTD | 01/2012 - 08/2012**

- Supporting all functions of the all business to work together
- Documenting procedures for vendors and automation
- Ensuring that health safety, quality and productivity maintained during the workloads and manpower to ensure targets are met
- Creating presentations and communicating with management about plans\strategies
- Performed annual service visits and completed preventative maintenance on all systems

5

**Education**

**DIPLOMA IN PROJECT MANAGEMENT | APRIL 2013 |**  
LAMBTON COLLEGE, ONTARIO

**BACHELOR IN MECHATRONICS AND ROBOTICS | MAY 2012 |**  
GANPANT UNIVERSITY, INDIA

References

- Available upon Request

GS



Equifax Canada Co.

[www.consumer.equifax.ca](http://www.consumer.equifax.ca)

APURV MODI

5377 CRABAPPLE LOOP SW,

EDMONTON, AB T6X1S5

**CONFIDENTIAL INFORMATION  
CONSUMER USE ONLY  
RE: EQUIFAX REFERENCE NUMBER: 3952712168**

APURV MODI,

Further to your request, a copy of your personal credit file as of 2023/10/07 follows:



## Personal Info

### Identification

<b>Name Reported</b>		
Current Name	APURV MODI	
AKA	APURV Y MODI	
<b>Personal File Number</b>	<b>Date Of Birth</b>	<b>Social Insurance Number</b>
3952712168	1990-xx-05	791-6

### Phone Number Reported

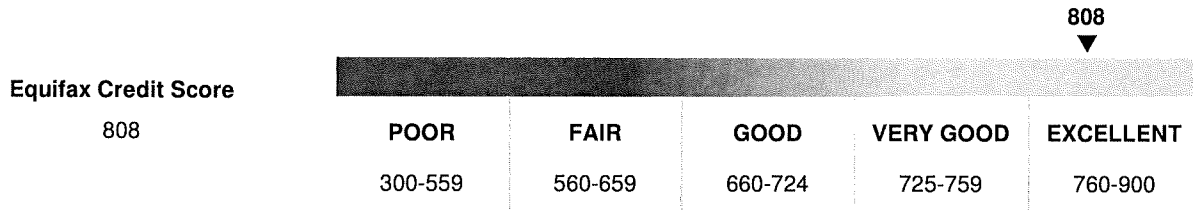
Home	306-914-1993
Work	780-351-4687
Other	780-655-5141

### Addresses Reported

Type	Last Reported Date	Address	City	Province	Postal Code
Current	2018/01/01	5377 CRABAPPLE LOOP SW	EDMONTON	AB	T6X 1S5
Previous	2015/06/01	10721 117 ST NW #207	EDMONTON	AB	T5H 3N3
Previous	2022/12/01	23651 132 AVE 11	MAPLE RIDGE	BC	V4R 0E9

### Credit Score

as of 2023/10/07



You don't just have one credit score. There are many different credit scores provided by different companies that are used to help predict how likely you are to pay your bills on time. The Equifax Credit Score provided above is created using a model developed by Equifax and is intended for your own educational use. It is also commercially available to third parties. Please keep in mind third parties may use a different score when evaluating your creditworthiness.

Also, third parties will consider items other than your credit score, such as information on your credit file and information you provide in your application for credit, when making a determination about of your creditworthiness.

### Employment

Cg

**EQUIFAX**

Credit Report

Request Date 2023/10/07

Occupation	Employer Name	Province	Employment Dates	Date Verified	Salary
SENIOR SALES SPECIALIST	BEST BUY	-	-	-	-
ASST MANAGER	SHOPPERS DRUG MART	-	-	-	-
SALES EXECUTIVE	WIND MOBILE	-	-	-	-

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## Accounts

**Revolving (12)**

Revolving accounts are those that generally include a credit limit and require a minimum monthly payment, such as credit cards or lines of credit.

**Mortgage (3)**

Mortgage accounts are real estate loans that require payment on a monthly basis until the loan is paid off.

**Installment (2)**

Installment accounts are loans that require payment on a monthly basis until the loan is paid off, such as auto or student loans.

**Open (3)**

Open accounts are those that are not already identified as revolving, mortgage, or installment accounts such as charge cards or telco accounts.

## Accounts - Revolving

### BMO CREDIT CARD

#### Overview

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***130	800-263-2263	\$0	Business venture/subject liable	650ON00051	R1	Revolving - Paid as agreed and up to date

#### Balance And Amounts      Account Dates

Balance      \$0      Opened      2023/08/15

Credit Limit      \$5,000      Last Reported      2023/09/29

Payment Due      Last Payment

Actual payment      Date Closed

Amount Past Due      \$0

Amount Written Off

#### Payment Details

Months Reviewed      1

Payment Responsibility      Individual

### Delinquencies

You currently have no delinquencies on your credit file.



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**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$0	\$5,000	\$0	\$0	

**BMO CREDIT CARD**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***379	800-263-2263	\$0	Business venture/subject liable	650ON00051	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance	\$0	Opened	2023/08/15
Credit Limit	\$95,000	Last Reported	2023/09/29
Payment Due		Last Payment	

Actual payment      Date Closed

Amount Past Due      \$0

Amount Written Off

**Payment Details**

Months Reviewed      1

Payment Responsibility      Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

CS



Credit Report

Request Date 2023/10/07

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$0	\$95,000	\$0	\$0	

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**FAIRSTONE**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***819	866-915-9423	\$3,665		481FP04806	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$1,365	Opened	2020/07/13
Credit Limit	\$5,000	Last Reported	2023/09/29
Payment Due		Last Payment	2023/09/14
Actual payment	\$50	Date Closed	
Amount Past Due	\$0		
Amount Written Off			

**Payment Details**

Months Reviewed	39
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$1,365	\$5,000	\$3,665	\$0		01/2022	\$3,346	\$5,000	\$3,446	\$0	
08/2023	\$488	\$5,000	\$3,665	\$0		12/2021	\$3,446	\$5,000	\$3,446	\$0	
07/2023	\$548	\$5,000	\$3,665	\$0		11/2021	\$2,055	\$5,000	\$2,305	\$0	
06/2023	\$608	\$5,000	\$3,665	\$0		10/2021	\$2,205	\$5,000	\$2,305	\$0	
05/2023		N/A				09/2021	\$457	\$5,000	\$1,496	\$0	
04/2023		N/A				08/2021	\$557	\$5,000	\$1,496	\$0	
03/2023		N/A				07/2021	\$0	\$5,000	\$1,496	\$0	
02/2023	\$728	\$5,000	\$3,665	\$0		06/2021	\$96	\$5,000	\$1,496	\$0	
01/2023	\$828	\$5,000	\$3,665	\$0		05/2021	\$196	\$5,000	\$1,496	\$0	
12/2022	\$928	\$5,000	\$3,665	\$0		04/2021	\$346	\$5,000	\$1,496	\$0	
11/2022	\$1,028	\$5,000	\$3,665	\$0		03/2021	\$446	\$5,000	\$1,496	\$0	
10/2022	\$1,128	\$5,000	\$3,665	\$0		02/2021	\$546	\$5,000	\$1,496	\$0	
09/2022	\$1,278	\$5,000	\$3,665	\$0		01/2021	\$646	\$5,000	\$1,496	\$0	
08/2022	\$1,378	\$5,000	\$3,665	\$0		12/2020	\$746	\$5,000	\$1,496	\$0	
07/2022	\$1,478	\$5,000	\$3,665	\$0		11/2020	\$846	\$5,000	\$1,496	\$0	
06/2022	\$1,628	\$5,000	\$3,665	\$0		10/2020	\$996	\$5,000	\$1,496	\$0	
05/2022	\$1,728	\$5,000	\$3,665	\$0		09/2020	\$1,446	\$5,000	\$1,496	\$0	
04/2022	\$200	\$5,000	\$3,665	\$0		08/2020	\$834	\$5,000	\$914	\$0	
03/2022	\$3,365	\$5,000	\$3,665	\$0		07/2020	\$914	\$5,000	\$914	\$0	
02/2022	\$3,615	\$5,000	\$3,665	\$0							

CS

**SCOTIABANK AMEX**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***389		\$11,394		650ON42716	R1	Revolving - Paid as agreed and up to date

Balance And Amounts		Account Dates	
Balance	\$11,510	Opened	2016/02/19
Credit Limit	\$22,800	Last Reported	2023/09/29
Payment Due	\$50	Last Payment	2023/09/14
Actual payment		Date Closed	
Amount Past Due			
Amount Written Off			

**Payment Details**

Months Reviewed 72

Payment Responsibility Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

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**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$11,510	\$22,800	\$11,394		\$50	09/2020	\$473	\$22,800	\$9,888	\$0	\$10
08/2023	\$11,405	\$22,800	\$11,104	\$0	\$39	08/2020	\$328	\$22,800	\$9,888	\$0	\$10
07/2023	\$11,261	\$22,800	\$11,005	\$0	\$39	07/2020	\$248	\$22,800	\$9,888	\$0	\$14
06/2023	\$11,138	\$22,800	\$11,005	\$0	\$42	06/2020	\$259	\$22,800	\$9,888	\$0	\$10
05/2023	\$11,036	\$22,800	\$10,875	\$0	\$22	05/2020	\$108	\$22,800	\$9,888	\$0	
04/2023	\$10,860	\$22,800	\$10,829	\$0	\$21	04/2020	\$259	\$22,800	\$9,888	\$0	\$103
03/2023	\$10,824	\$22,800	\$10,829	\$0	\$11	03/2020	\$1,212	\$22,800	\$9,888	\$0	\$25
02/2023	\$163	\$22,800	\$9,888	\$0	\$3	02/2020	\$1,067	\$22,800	\$9,888	\$0	\$24
01/2023	\$74	\$22,800	\$9,888	\$0	\$2	01/2020	\$581	\$22,800	\$9,888	\$0	\$10
12/2022	\$716	\$22,800	\$9,888	\$0		12/2020	\$517	\$22,800	\$9,888	\$0	\$10
11/2022	\$7,151	\$22,800	\$9,888	\$0	\$80	11/2019	\$0	\$22,800	\$9,888	\$0	\$10
10/2022	\$4,345	\$22,800	\$9,888	\$0	\$84	10/2019	\$915	\$22,800	\$9,888	\$0	\$35
09/2022	\$2,490	\$22,800	\$9,888	\$0	\$114	09/2019	\$1,131	\$22,800	\$9,888	\$0	\$10
08/2022	\$6,084	\$22,800	\$9,888	\$0	\$10	08/2019	\$1,528	\$22,800	\$9,888	\$0	\$19
07/2022	\$3,383	\$22,800	\$9,888	\$0	\$92	07/2019	\$1,658	\$22,800	\$9,888	\$0	\$47
06/2022	\$6,117	\$22,800	\$9,888	\$0	\$10	06/2019	\$2,207	\$22,800	\$9,888	\$0	\$19
05/2022	\$2,500	\$22,800	\$9,888	\$0	\$10	05/2019	\$1,293	\$22,800	\$9,888	\$0	\$35
04/2022	\$1,253	\$22,800	\$9,888	\$0	\$11	04/2019	\$574	\$22,800	\$9,888	\$0	\$146
03/2022	\$2,210	\$22,800	\$9,888	\$0	\$59	03/2019	\$3,078	\$22,800	\$9,888	\$0	\$84
02/2022	\$9,303	\$22,800	\$9,888	\$0	\$10	02/2019	\$9,500	\$22,800	\$6,818	\$0	\$82
01/2022	\$2,990	\$22,800	\$9,888	\$0	\$10	01/2019	\$4,315	\$22,800	\$6,818	\$0	\$68
12/2021	\$1,076	\$22,800	\$9,888	\$0	\$21	12/2019	\$3,647	\$22,800	\$6,818	\$0	\$78
11/2021	\$1,066	\$22,800	\$9,888	\$0	\$10	11/2018	\$3,977	\$22,800	\$6,818	\$0	\$152
10/2021	\$565	\$22,800	\$9,888	\$0	\$48	10/2018	\$6,354	\$22,800	\$5,692	\$0	\$10
09/2021	\$2,258	\$22,800	\$9,888	\$0	\$10	09/2018	\$515	\$18,400	\$1,102	\$0	\$10
08/2021	\$1,056	\$22,800	\$9,888	\$0	\$27	08/2018	\$652	\$18,400	\$1,102	\$0	\$10

Q

**EQUIFAX**

Credit Report

Request Date 2023/10/07

07/2021	\$988	\$22,800	\$9,888	\$0	\$10	07/2018	\$1,200	\$18,400	\$1,102	\$0	\$10
06/2021	\$541	\$22,800	\$9,888	\$0	\$10	06/2018	\$462	\$18,400	\$1,102	\$0	
05/2021	\$251	\$22,800	\$9,888	\$0	\$10	05/2018	\$1,168	\$18,400	\$1,102	\$0	\$10
04/2021	\$398	\$22,800	\$9,888	\$0	\$10	04/2018	\$55	\$18,400	\$1,102	\$0	\$10
03/2021	\$78	\$22,800	\$9,888	\$0	\$18	03/2018	\$568	\$18,400	\$1,102	\$0	\$10
02/2021	\$684	\$22,800	\$9,888	\$0	\$19	02/2018	\$417	\$18,400	\$1,102	\$0	\$10
01/2021	\$500	\$22,800	\$9,888	\$0	\$10	01/2018	\$791	\$18,400	\$1,102	\$0	\$10
12/2020	\$581	\$22,800	\$9,888	\$0	\$10	12/2017		N/A			
11/2020	\$132	\$22,800	\$9,888	\$0	\$10	11/2017		N/A			
10/2020	\$54	\$22,800	\$9,888	\$0	\$10	10/2017		N/A			



CS

**CIBC CARD SERVICES**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***419		\$13,617		650ON00598	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance	\$13,617	Opened	2016/10/13
Credit Limit	\$20,000	Last Reported	2023/09/26
Payment Due	\$164	Last Payment	2023/09/14
Actual payment	\$180	Date Closed	
Amount Past Due	\$0		
Amount Written Off			

**Payment Details**

Months Reviewed	72
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$13,617	\$20,000	\$13,617	\$0	\$164	09/2020		N/A			
08/2023	\$8,876	\$20,000	\$10,668	\$0	\$92	08/2020	\$3,559	\$15,000	\$6,857	\$0	\$58
07/2023	\$7,142	\$20,000	\$10,668	\$0	\$87	07/2020	\$3,425	\$15,000	\$6,857	\$0	\$38
06/2023	\$5,071	\$20,000	\$10,668	\$0	\$43	06/2020	\$3,133	\$15,000	\$6,857	\$0	\$43
05/2023		N/A				05/2020	\$2,491	\$15,000	\$6,857	\$0	\$43
04/2023	\$1,604	\$15,000	\$10,668	\$0	\$22	04/2020	\$2,452	\$15,000	\$6,857	\$0	\$50
03/2023	\$489	\$15,000	\$10,668	\$0	\$286	03/2020	\$2,197	\$15,000	\$6,857	\$0	\$57
02/2023	\$10,310	\$15,000	\$10,469	\$0	\$38	02/2020		N/A			
01/2023	\$8,641	\$15,000	\$8,641	\$0	\$46	01/2020	\$2,605	\$15,000	\$6,857	\$0	\$30
12/2022		N/A				12/2019	\$936	\$15,000	\$6,857	\$0	\$30
11/2022	\$1,818	\$15,000	\$6,857	\$0	\$32	11/2019		N/A			
10/2022	\$1,064	\$15,000	\$6,857	\$0	\$10	10/2019	\$1,372	\$12,000	\$6,857	\$0	\$32
09/2022	\$899	\$15,000	\$6,857	\$0	\$13	09/2019		N/A			
08/2022	\$164	\$15,000	\$6,857	\$0	\$35	08/2019	\$2,239	\$12,000	\$6,857	\$0	\$46
07/2022	\$1,368	\$15,000	\$6,857	\$0	\$16	07/2019	\$1,782	\$12,000	\$6,857	\$0	\$45
06/2022	\$931	\$15,000	\$6,857	\$0	\$10	06/2019	\$1,698	\$12,000	\$6,857	\$0	\$33
05/2022	\$435	\$15,000	\$6,857	\$0	\$10	05/2019	\$990	\$12,000	\$6,857	\$0	\$19
04/2022	\$18	\$15,000	\$6,857	\$0	\$18	04/2019	\$349	\$12,000	\$6,857	\$0	\$10
03/2022		N/A				03/2019	\$118	\$12,000	\$6,857	\$0	\$10
02/2022	\$1,600	\$15,000	\$6,857	\$0	\$20	02/2019		N/A			
01/2022	\$1,186	\$15,000	\$6,857	\$0	\$10	01/2019	\$6,642	\$12,000	\$6,642	\$0	\$111
12/2021		N/A				12/2018	\$5,292	\$12,000	\$5,292	\$0	\$85
11/2021	\$371	\$15,000	\$6,857	\$0	\$17	11/2018		N/A			
10/2021	\$724	\$15,000	\$6,857	\$0	\$10	10/2018	\$4,134	\$12,000	\$5,250	\$0	\$57
09/2021	\$310	\$15,000	\$6,857	\$0	\$10	09/2018		N/A			
08/2021	\$93	\$15,000	\$6,857	\$0	\$10	08/2018	\$2,213	\$7,500	\$5,250	\$0	\$57

CS

**EQUIFAX**

Credit Report

Request Date 2023/10/07

07/2021	\$108	\$15,000	\$6,857	\$0	\$10	07/2018	\$1,755	\$7,500	\$5,250	\$0	\$76
06/2021	\$174	\$15,000	\$6,857	\$0	\$10	06/2018	\$3,117	\$7,500	\$5,250	\$0	\$31
05/2021	\$91	\$15,000	\$6,857	\$0	\$10	05/2018	\$1,041	\$7,500	\$5,250	\$0	\$40
04/2021		N/A				04/2018		N/A			
03/2021	\$958	\$15,000	\$6,857	\$0	\$16	03/2018	\$82	\$7,500	\$5,250	\$0	\$10
02/2021	\$467	\$15,000	\$6,857	\$0	\$10	02/2018	\$414	\$7,500	\$5,250	\$0	\$10
01/2021	\$182	\$15,000	\$6,857	\$0	\$10	01/2018		N/A			
12/2020		N/A				12/2017		N/A			
11/2020	\$39	\$15,000	\$6,857	\$0	\$76	11/2017		N/A			
10/2020	\$3,815	\$15,000	\$6,857	\$0	\$76	10/2017		N/A			

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**BMO 3855**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***018	604-668-1322			601BB10323	C1	Line of credit - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance \$0      Opened 2022/11/04

Credit Limit \$20,000      Last Reported 2023/09/19

Payment Due      Last Payment

Actual payment      Date Closed

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed 11

Payment Responsibility Joint

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$0	\$20,000		\$0		03/2023	\$0	\$20,000		\$0	
08/2023	\$0	\$20,000		\$0		02/2023	\$0	\$20,000		\$0	
07/2023	\$0	\$20,000		\$0		01/2023	\$0	\$20,000		\$0	
06/2023	\$0	\$20,000		\$0		12/2022	\$0	\$20,000		\$0	
05/2023	\$0	\$20,000		\$0		11/2022	\$0	\$20,000		\$0	
04/2023	\$0	\$20,000		\$0							

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**CIBC**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***989	780-473-3501			602BB03691	C1	Line of credit - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance \$12,377 Opened 2021/09/03

Credit Limit \$15,000 Last Reported 2023/09/06

Payment Due Last Payment 2023/08/31

Actual payment \$540 Date Closed

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed 24

Payment Responsibility Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

OS



Credit Report

Request Date 2023/10/07

Payment History

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$12,377	\$15,000		\$0		09/2022	\$0	\$15,000		\$0	
08/2023	\$12,768	\$15,000		\$0		08/2022	\$0	\$15,000		\$0	
07/2023	\$12,935	\$15,000		\$0		07/2022	\$0	\$15,000		\$0	
06/2023	\$13,102	\$15,000		\$0		06/2022	\$0	\$15,000		\$0	
05/2023	\$13,253	\$15,000		\$0		05/2022	\$0	\$15,000		\$0	
04/2023	\$13,417	\$15,000		\$0		04/2022	\$0	\$15,000		\$0	
03/2023	\$14,191	\$15,000		\$0		03/2022	\$0	\$15,000		\$0	
02/2023	\$14,382	\$15,000		\$0		02/2022	\$0	\$15,000		\$0	
01/2023	\$12,741	\$15,000		\$0		01/2022	\$0	\$15,000		\$0	
12/2022	\$13,000	\$15,000		\$0		12/2021	\$0	\$15,000		\$0	
11/2022	\$0	\$15,000		\$0		11/2021	\$0	\$15,000		\$0	
10/2022	\$0	\$15,000		\$0		10/2021	\$0	\$15,000		\$0	

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**CIBC**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***626	780-533-3818		Account paid	602BB01075	C1	Line of credit - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2019/09/06
Credit Limit	\$18,133	Last Reported	2023/06/05
Payment Due		Last Payment	2022/11/14
Actual payment		Date Closed	2022/11/14

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	45
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
06/2023	\$0	\$18,133		\$0		07/2021	\$0	\$9,850		\$0	
05/2023	\$0	\$18,133		\$0		06/2021	\$0	\$9,344		\$0	
04/2023	\$0	\$18,133		\$0		05/2021	\$0	\$8,840		\$0	
03/2023	\$0	\$18,133		\$0		04/2021	\$0	\$8,338		\$0	
02/2023	\$0	\$18,133		\$0		03/2021	\$0	\$7,836		\$0	
01/2023	\$0	\$18,133		\$0		02/2021	\$8	\$7,336		\$0	\$8
12/2022	\$0	\$18,133		\$0		01/2021	\$4,411	\$6,838		\$0	\$11
11/2022	\$0	\$18,133		\$0		12/2020	\$5,400	\$6,340		\$0	
10/2022	\$0	\$17,604		\$0		11/2020	\$0	\$5,845		\$0	
09/2022	\$0	\$17,077		\$0		10/2020	\$0	\$5,350		\$0	
08/2022	\$0	\$16,552		\$0		09/2020	\$0	\$4,857		\$0	
07/2022	\$0	\$16,027		\$0		08/2020	\$0	\$4,365		\$0	
06/2022	\$0	\$15,505		\$0		07/2020	\$0	\$3,875		\$0	
05/2022	\$0	\$14,984		\$0		06/2020	\$0	\$3,386		\$0	
04/2022	\$0	\$14,464		\$0		05/2020		N/A			
03/2022	\$0	\$13,945		\$0		04/2020	\$0	\$2,412		\$0	
02/2022	\$0	\$13,428		\$0		03/2020	\$0	\$1,927		\$0	
01/2022	\$0	\$12,913		\$0		02/2020	\$0	\$1,443		\$0	
12/2021	\$0	\$12,399		\$0		01/2020	\$0	\$961		\$0	
11/2021	\$0	\$11,886		\$0		12/2019	\$301	\$480		\$0	
10/2021	\$0	\$11,375		\$0		11/2019	\$301	\$480		\$0	
09/2021	\$0	\$10,865		\$0		10/2019	\$1	\$1		\$0	
08/2021	\$0	\$10,357		\$0							

CS

**S. CARTES DESJARDINS****Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***000	514-397-4415	\$124	Closed at consumer request Inactive account	001ON02776	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts****Account Dates**

Balance	\$0	Opened	2017/11/28
Credit Limit	\$500	Last Reported	2023/03/31
Payment Due		Last Payment	2019/06/03
Actual payment		Date Closed	2020/07/03

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	65
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
03/2023	\$0	\$500	\$124	\$0		06/2020	\$0	\$500	\$124	\$0	
02/2023	\$0	\$500	\$124	\$0		05/2020	\$0	\$500	\$124	\$0	
01/2023	\$0	\$500	\$124	\$0		04/2020	\$0	\$500	\$124	\$0	
12/2022	\$0	\$500	\$124	\$0		03/2020	\$0	\$500	\$124	\$0	
11/2022	\$0	\$500	\$124	\$0		02/2020	\$0	\$500	\$124	\$0	
10/2022	\$0	\$500	\$124	\$0		01/2020	\$0	\$500	\$124	\$0	
09/2022	\$0	\$500	\$124	\$0		12/2020	\$0	\$500	\$124	\$0	
08/2022	\$0	\$500	\$124	\$0		11/2019	\$0	\$500	\$124	\$0	
07/2022	\$0	\$500	\$124	\$0		10/2019		N/A			
06/2022	\$0	\$500	\$124	\$0		09/2019	\$0	\$500	\$124	\$0	
05/2022	\$0	\$500	\$124	\$0		08/2019	\$0	\$500	\$124	\$0	
04/2022	\$0	\$500	\$124	\$0		07/2019	\$0	\$500	\$124	\$0	
03/2022	\$0	\$500	\$124	\$0		06/2019	\$0	\$500	\$124	\$0	
02/2022	\$0	\$500	\$124	\$0		05/2019	\$0	\$500	\$124	\$0	
01/2022	\$0	\$500	\$124	\$0		04/2019	\$0	\$500	\$124	\$0	
12/2021	\$0	\$500	\$124	\$0		03/2019	\$0	\$500	\$124	\$0	
11/2021	\$0	\$500	\$124	\$0		02/2019	\$0	\$500	\$124	\$0	
10/2021	\$0	\$500	\$124	\$0		01/2019	\$0	\$500	\$124	\$0	
09/2021	\$0	\$500	\$124	\$0		12/2019	\$0	\$500	\$124	\$0	
08/2021	\$0	\$500	\$124	\$0		11/2018	\$0	\$500	\$124	\$0	
07/2021	\$0	\$500	\$124	\$0		10/2018	\$0	\$500	\$124	\$0	
06/2021	\$0	\$500	\$124	\$0		09/2018	\$0	\$500	\$124	\$0	
05/2021	\$0	\$500	\$124	\$0		08/2018	\$0	\$500	\$124	\$0	
04/2021	\$0	\$500	\$124	\$0		07/2018	\$62	\$500	\$124	\$0	
03/2021	\$0	\$500	\$124	\$0		06/2018	\$87	\$500	\$124	\$0	\$63
02/2021	\$0	\$500	\$124	\$0		05/2018	\$124	\$500	\$124	\$0	\$62

CS

**EQUIFAX**

Credit Report

Request Date 2023/10/07

01/2021	\$0	\$500	\$124	\$0	04/2018	\$62	\$500	\$62	\$0	\$62
12/2020	\$0	\$500	\$124	\$0	03/2018	\$0	\$500	\$0	\$0	
11/2020	\$0	\$500	\$124	\$0	02/2018	\$0	\$500	\$0	\$0	
10/2020	\$0	\$500	\$124	\$0	01/2018	\$0	\$500	\$0	\$0	
09/2020	\$0	\$500	\$124	\$0	12/2017		N/A			
08/2020	\$0	\$500	\$124	\$0	11/2017		N/A			
07/2020	\$0	\$500	\$124	\$0						

03

**MBNA**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
	888-876-6262	\$16,180	Closed at consumer request Account paid	650ON40914	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance	\$0	Opened	2017/03/04
Credit Limit	\$17,000	Last Reported	2022/11/04
Payment Due		Last Payment	2022/09/27
Actual payment		Date Closed	2022/10/03

Amount Past Due      \$0

Amount Written Off

**Payment Details**

Months Reviewed	61
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
11/2022	\$0	\$17,000	\$16,180	\$0		04/2020	\$10,692	\$13,000	\$10,842	\$0	\$106
10/2022	\$7	\$17,000	\$16,180	\$0	\$173	03/2020	\$3,164	\$13,000	\$9,120	\$0	\$31
09/2022	\$15,894	\$17,000	\$16,180	\$0	\$170	02/2020	\$3,464	\$13,000	\$9,120	\$0	\$34
08/2022	\$16,180	\$17,000	\$16,180	\$0	\$83	01/2020	\$3,614	\$13,000	\$9,120	\$0	\$36
07/2022	\$8,161	\$17,000	\$10,842	\$0		12/2019	\$3,814	\$13,000	\$9,120	\$0	\$38
06/2022	\$0	\$17,000	\$10,842	\$0		11/2019	\$4,114	\$13,000	\$9,120	\$0	\$41
05/2022	\$0	\$17,000	\$10,842	\$0		10/2019	\$0	\$13,000	\$9,120	\$0	
04/2022	\$0	\$17,000	\$10,842	\$0	\$15	09/2019	\$0	\$13,000	\$9,120	\$0	
03/2022	\$449	\$17,000	\$10,842	\$0	\$15	08/2019	\$7,972	\$10,000	\$9,120	\$0	\$87
02/2022	\$999	\$13,000	\$10,842	\$0	\$15	07/2019	\$8,064	\$10,000	\$9,120	\$0	\$87
01/2022	\$1,249	\$13,000	\$10,842	\$0	\$15	06/2019	\$8,158	\$10,000	\$9,120	\$0	\$88
12/2021	\$1,299	\$13,000	\$10,842	\$0	\$16	05/2019	\$8,411	\$10,000	\$9,120	\$0	\$90
11/2021	\$1,649	\$13,000	\$10,842	\$0	\$19	04/2019	\$8,634	\$10,000	\$9,120	\$0	\$93
10/2021	\$1,949	\$13,000	\$10,842	\$0	\$23	03/2019	\$8,927	\$10,000	\$9,120	\$0	\$95
09/2021		N/A				02/2019	\$9,120	\$10,000	\$9,120	\$0	\$94
08/2021	\$2,599	\$13,000	\$10,842	\$0	\$30	01/2019	\$2,060	\$10,000	\$4,564	\$0	\$21
07/2021	\$3,049	\$13,000	\$10,842	\$0	\$51	12/2018	\$0	\$10,000	\$4,564	\$0	
06/2021	\$5,099	\$13,000	\$10,842	\$0		11/2018	\$1,928	\$8,000	\$4,564	\$0	\$22
05/2021	\$0	\$13,000	\$10,842	\$0		10/2018	\$4,274	\$8,000	\$4,564	\$0	\$46
04/2021	\$0	\$13,000	\$10,842	\$0		09/2018	\$4,371	\$8,000	\$4,564	\$0	\$47
03/2021	\$0	\$13,000	\$10,842	\$0		08/2018	\$4,467	\$8,000	\$4,564	\$0	\$48
02/2021	\$0	\$13,000	\$10,842	\$0		07/2018	\$3,748	\$8,000	\$4,082	\$0	\$40
01/2021	\$0	\$13,000	\$10,842	\$0		06/2018	\$3,845	\$8,000	\$4,082	\$0	\$41
12/2020	\$0	\$13,000	\$10,842	\$0		05/2018	\$3,891	\$8,000	\$4,082	\$0	\$42
11/2020	\$0	\$13,000	\$10,842	\$0		04/2018	\$3,988	\$8,000	\$4,082	\$0	\$42
10/2020	\$0	\$13,000	\$10,842	\$0		03/2018	\$4,035	\$8,000	\$4,082	\$0	\$43

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**EQUIFAX**

Credit Report

Request Date 2023/10/07

09/2020	\$0	\$13,000	\$10,842	\$0		02/2018	\$4,082	\$8,000	\$4,082	\$0	\$43
08/2020	\$0	\$13,000	\$10,842	\$0	\$21	01/2018		N/A			
07/2020	\$2,177	\$13,000	\$10,842	\$0	\$29	12/2017		N/A			
06/2020		N/A				11/2017		N/A			
05/2020	\$3,927	\$13,000	\$10,842	\$0	\$39						

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**CIBC**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***711	780-408-1161		Account paid	602BB02800	C1	Line of credit - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2017/12/20
Credit Limit	\$244,101	Last Reported	2020/04/03
Payment Due		Last Payment	2019/09/20
Actual payment		Date Closed	2019/09/20

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	28
Payment Responsibility	Joint

**Delinquencies**

You currently have no delinquencies on your credit file.



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**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
04/2020	\$0	\$244,101		\$0		02/2019	\$0	\$15,611		\$0	
03/2020	\$0	\$244,101		\$0		01/2019	\$0	\$15,129		\$0	
02/2020	\$0	\$244,101		\$0		12/2018	\$0	\$14,647		\$0	
01/2020	\$0	\$244,101		\$0		11/2018	\$0	\$14,167		\$0	
12/2019	\$0	\$244,101		\$0		10/2018	\$0	\$13,689		\$0	
11/2019	\$0	\$244,101		\$0		09/2018	\$0	\$13,212		\$0	
10/2019	\$0	\$244,101		\$0		08/2018	\$0	\$12,736		\$0	
09/2019	\$10,910	\$19,028		\$0		07/2018	\$0	\$12,261		\$0	
08/2019	\$10,960	\$18,536		\$0		06/2018	\$0	\$11,788		\$0	
07/2019	\$10,965	\$18,045		\$0		05/2018	\$0	\$11,316		\$0	
06/2019	\$10,982	\$17,556		\$0		04/2018	\$0	\$10,845		\$0	
05/2019	\$8,000	\$17,067		\$0		03/2018	\$0	\$10,376		\$0	
04/2019	\$0	\$16,581		\$0		02/2018	\$0	\$9,892		\$0	
03/2019	\$0	\$16,095		\$0		01/2018		N/A			



**CIBC CARD SERVICES**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***066		\$985	Closed at consumer request Account paid	650ON00598	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2018/07/17
Credit Limit	\$100	Last Reported	2019/09/13
Payment Due		Last Payment	2018/10/05
Actual payment		Date Closed	2018/10/14

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	14
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

CS

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2019	\$0	\$100	\$985	\$0		02/2019	\$0	\$100	\$985	\$0	
08/2019	\$0	\$100	\$985	\$0		01/2019	\$0	\$100	\$985	\$0	
07/2019	\$0	\$100	\$985	\$0		12/2018	\$0	\$100	\$985	\$0	
06/2019	\$0	\$100	\$985	\$0		11/2018		N/A			
05/2019	\$0	\$100	\$985	\$0		10/2018	\$0	\$100	\$985	\$0	
04/2019	\$0	\$100	\$985	\$0		09/2018	\$0	\$1,000	\$85	\$0	
03/2019	\$0	\$100	\$985	\$0		08/2018	\$0	\$1,000	\$85	\$0	



### Accounts - Mortgage

**BMO 3855**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***742	604-668-1322	\$616,000		601BB10323	M1	Mortgage - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$617,527	Opened	2022/11/04
Credit Limit		Last Reported	2023/09/30
Payment Due	\$3,615	Last Payment	2023/09/01
Actual payment		Date Closed	
Amount Past Due	\$0		

Amount Written Off

**Payment Details**

Months Reviewed	11
Payment Responsibility	Joint

**Delinquencies**

You currently have no delinquencies on your credit file.

CS

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$617,527	N/A	\$616,000	\$0	\$3,615	03/2023	\$618,225	N/A	\$616,000	\$0	\$3,615
08/2023	\$617,583	N/A	\$616,000	\$0	\$3,615	02/2023	\$618,419	N/A	\$616,000	\$0	\$3,615
07/2023	\$617,522	N/A	\$616,000	\$0	\$3,615	01/2023	\$618,942	N/A	\$616,000	\$0	\$3,615
06/2023	\$617,511	N/A	\$616,000	\$0	\$3,615	12/2022	\$619,237	N/A	\$616,000	\$0	\$3,615
05/2023	\$617,722	N/A	\$616,000	\$0	\$3,615	11/2022	\$618,642	N/A	\$616,000	\$0	\$3,615
04/2023	\$617,919	N/A	\$616,000	\$0	\$3,615						

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**CIBC**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***671	888-264-6843	\$295,999	Account paid	650BB31596	M1	Mortgage - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2019/09/06
Credit Limit		Last Reported	2022/11/30
Payment Due	\$1,600	Last Payment	2022/11/03
Actual payment		Date Closed	2022/11/08

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	39
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

CS

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
11/2022	\$0	N/A	\$295,999	\$0	\$1,600	03/2021	\$285,432	N/A	\$295,999	\$0	\$1,662
10/2022	\$276,790	N/A	\$295,999	\$0	\$1,600	02/2021	\$286,294	N/A	\$295,999	\$0	\$1,662
09/2022	\$277,616	N/A	\$295,999	\$0	\$1,600	01/2021	\$287,155	N/A	\$295,999	\$0	\$1,662
08/2022	\$278,441	N/A	\$295,999	\$0	\$1,600	12/2020	\$288,014	N/A	\$295,999	\$0	\$1,662
07/2022	\$279,265	N/A	\$295,999	\$0	\$1,600	11/2020	\$288,872	N/A	\$295,999	\$0	\$1,662
06/2022	\$280,068	N/A	\$295,999	\$0	\$1,581	10/2020	\$289,729	N/A	\$295,999	\$0	\$1,662
05/2022	\$277,411	N/A	\$295,999	\$0	\$1,581	09/2020	\$290,584	N/A	\$295,999	\$0	\$1,662
04/2022	\$278,211	N/A	\$295,999	\$0	\$1,581	08/2020	\$291,438	N/A	\$295,999	\$0	\$1,662
03/2022	\$279,010	N/A	\$295,999	\$0	\$1,581	07/2020	\$292,290	N/A	\$295,999	\$0	\$1,662
02/2022	\$279,808	N/A	\$295,999	\$0	\$1,581	06/2020	\$293,022	N/A	\$295,999	\$0	\$1,543
01/2022	\$280,604	N/A	\$295,999	\$0	\$1,581	05/2020	\$290,441	N/A	\$295,999	\$0	\$1,543
12/2021	\$281,399	N/A	\$295,999	\$0	\$1,581	04/2020		N/A			
11/2021	\$282,192	N/A	\$295,999	\$0	\$1,581	03/2020	\$291,898	N/A	\$295,999	\$0	\$1,543
10/2021	\$282,984	N/A	\$295,999	\$0	\$1,581	02/2020	\$292,625	N/A	\$295,999	\$0	\$1,543
09/2021	\$283,774	N/A	\$295,999	\$0	\$1,581	01/2020	\$293,350	N/A	\$295,999	\$0	\$1,543
08/2021	\$284,563	N/A	\$295,999	\$0	\$1,581	12/2020	\$294,074	N/A	\$295,999	\$0	\$1,543
07/2021	\$285,351	N/A	\$295,999	\$0	\$1,581	11/2019	\$294,797	N/A	\$295,999	\$0	\$1,543
06/2021	\$286,208	N/A	\$295,999	\$0	\$1,662	10/2019	\$294,797	N/A	\$295,999	\$0	\$1,543
05/2021	\$283,704	N/A	\$295,999	\$0	\$1,662	09/2019	\$295,518	N/A	\$295,999	\$0	\$1,543
04/2021	\$284,569	N/A	\$295,999	\$0	\$1,662						

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**CIBC**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***341	888-264-6843	\$290,540	Account paid Refinanced	650BB31596	M1	Mortgage - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2017/12/20
Credit Limit		Last Reported	2019/09/30
Payment Due	\$1,563	Last Payment	2019/09/06
Actual payment		Date Closed	2019/09/10

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	22
Payment Responsibility	Joint

**Delinquencies**

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2019	\$0	N/A	\$290,540	\$0	\$1,563	10/2018	\$286,961	N/A	\$290,540	\$0	\$1,751
08/2019	\$280,913	N/A	\$290,540	\$0	\$1,563	09/2018	\$287,907	N/A	\$290,540	\$0	\$1,751
07/2019	\$281,675	N/A	\$290,540	\$0	\$1,563	08/2018	\$288,688	N/A	\$290,540	\$0	\$1,586
06/2019	\$282,634	N/A	\$290,540	\$0	\$1,751	07/2018	\$288,254	N/A	\$290,540	\$0	\$1,508
05/2019	\$280,299	N/A	\$290,540	\$0	\$1,751	06/2018	\$288,944	N/A	\$290,540	\$0	\$1,508
04/2019	\$281,255	N/A	\$290,540	\$0	\$1,751	05/2018	\$287,744	N/A	\$290,540	\$0	\$1,508
03/2019	\$282,209	N/A	\$290,540	\$0	\$1,751	04/2018	\$288,441	N/A	\$290,540	\$0	\$1,508
02/2019	\$283,162	N/A	\$290,540	\$0	\$1,751	03/2018	\$289,136	N/A	\$290,540	\$0	\$1,508
01/2019	\$284,114	N/A	\$290,540	\$0	\$1,751	02/2018	\$289,831	N/A	\$290,540	\$0	\$1,508
12/2019	\$285,064	N/A	\$290,540	\$0	\$1,751	01/2018	\$290,540	N/A	\$290,540	\$0	\$1,403
11/2018	\$286,013	N/A	\$290,540	\$0	\$1,751	12/2018		N/A			



## Accounts - Installment

### SCOTIA BANK

#### Overview

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***140	888-777-6842	\$42,310	Account paid	650BB31408	I1	Installment - Paid as agreed and up to date

#### Balance And Amounts

#### Account Dates

Balance	\$0	Opened	2016/01/23
Credit Limit		Last Reported	2019/08/31
Payment Due	\$563	Last Payment	2019/08/13
Actual payment	\$20,301	Date Closed	2019/08/13

Amount Past Due \$0

Amount Written Off

#### Payment Details

Months Reviewed	23
Payment Responsibility	Individual

### Delinquencies

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
08/2019	\$0	N/A	\$42,310	\$0	\$563	08/2018	\$26,102	N/A	\$42,310	\$0	\$563
07/2019	\$20,326	N/A	\$42,310	\$0	\$563	07/2018	\$26,852	N/A	\$42,310	\$0	\$563
06/2019	\$20,830	N/A	\$42,310	\$0	\$563	06/2018	\$27,351	N/A	\$42,310	\$0	\$563
05/2019	\$21,334	N/A	\$42,310	\$0	\$563	05/2018	\$27,850	N/A	\$42,310	\$0	\$563
04/2019	\$21,837	N/A	\$42,310	\$0	\$563	04/2018	\$28,348	N/A	\$42,310	\$0	\$563
03/2019	\$22,341	N/A	\$42,310	\$0	\$563	03/2018	\$28,847	N/A	\$42,310	\$0	\$563
02/2019	\$23,095	N/A	\$42,310	\$0	\$563	02/2018	\$29,593	N/A	\$42,310	\$0	\$563
01/2019	\$23,597	N/A	\$42,310	\$0	\$563	01/2018	\$30,090	N/A	\$42,310	\$0	\$563
12/2019	\$24,098	N/A	\$42,310	\$0	\$563	12/2017		N/A			
11/2018		N/A				11/2017		N/A			
10/2018	\$25,101	N/A	\$42,310	\$0	\$563	10/2017		N/A			
09/2018	\$25,602	N/A	\$42,310	\$0	\$563						

9

**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***500	514-397-4415	\$2,779	Account paid	650FC01571	I1	Installment - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2017/12/04
Credit Limit		Last Reported	2019/07/31
Payment Due		Last Payment	2019/06/26
Actual payment		Date Closed	2019/06/26

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	20
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

9

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
07/2019	\$0	N/A	\$2,779	\$0		09/2018	\$2,779	N/A	\$3,736	\$0	
06/2019	\$0	N/A	\$2,779	\$0		08/2018	\$2,779	N/A	\$3,736	\$0	
05/2019	\$1,079	N/A	\$2,779	\$0		07/2018	\$2,988	N/A	\$3,736	\$0	
04/2019	\$1,079	N/A	\$2,779	\$0		06/2018	\$3,155	N/A	\$3,736	\$0	
03/2019	\$1,279	N/A	\$2,779	\$0		05/2018	\$3,338	N/A	\$3,736	\$0	
02/2019	\$2,779	N/A	\$2,779	\$0		04/2018	\$3,387	N/A	\$3,736	\$0	
01/2019	\$2,779	N/A	\$2,779	\$0		03/2018	\$3,436	N/A	\$3,736	\$0	
12/2019	\$2,779	N/A	\$2,779	\$0		02/2018	\$3,436	N/A	\$3,736	\$0	
11/2018	\$2,779	N/A	\$2,779	\$0		01/2018	\$3,736	N/A	\$3,736	\$0	
10/2018	\$2,779	N/A	\$2,779	\$0		12/2017		N/A			

CS

## Accounts - Open

### BELL MOBILITY

#### Overview

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***053	800-361-2613	\$481		650UT00032	O1	Open - Paid as agreed and up to date

#### Balance And Amounts

#### Account Dates

Balance	\$24	Opened	2017/02/21
Credit Limit	N/A	Last Reported	2023/09/22
Payment Due		Last Payment	2023/09/09
Actual payment	\$141	Date Closed	
Amount Past Due	\$0		

Amount Written Off

#### Payment Details

Months Reviewed	72
Payment Responsibility	Individual

### Delinquencies

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$24	N/A	\$481	\$0		09/2020	\$54	N/A	\$481	\$0	
08/2023	\$141	N/A	\$481	\$0		08/2020		N/A			
07/2023	\$70	N/A	\$481	\$0		07/2020	\$54	N/A	\$481	\$0	
06/2023	\$70	N/A	\$481	\$0		06/2020	\$54	N/A	\$481	\$0	
05/2023	\$70	N/A	\$481	\$0		05/2020	\$54	N/A	\$481	\$0	
04/2023		N/A				04/2020		N/A			
03/2023	\$40	N/A	\$481	\$0		03/2020	\$46	N/A	\$481	\$0	
02/2023		N/A				02/2020	\$49	N/A	\$481	\$0	
01/2023	\$67	N/A	\$481	\$0		01/2020	\$43	N/A	\$481	\$0	
12/2022		N/A				12/2019	\$43	N/A	\$481	\$0	
11/2022	\$34	N/A	\$481	\$0		11/2019		N/A			
10/2022	\$34	N/A	\$481	\$0		10/2019	\$43	N/A	\$481	\$0	
09/2022	\$34	N/A	\$481	\$0		09/2019		N/A			
08/2022	\$34	N/A	\$481	\$0		08/2019	\$43	N/A	\$481	\$0	
07/2022		N/A				07/2019	\$43	N/A	\$481	\$0	
06/2022	\$34	N/A	\$481	\$0		06/2019	\$43	N/A	\$481	\$0	
05/2022	\$34	N/A	\$481	\$0		05/2019	\$47	N/A	\$481	\$0	
04/2022	\$33	N/A	\$481	\$0		04/2019	\$43	N/A	\$481	\$0	
03/2022	\$33	N/A	\$481	\$0		03/2019		N/A			
02/2022		N/A				02/2019	\$49	N/A	\$481	\$0	
01/2022	\$55	N/A	\$481	\$0		01/2019	\$49	N/A	\$481	\$0	
12/2021	\$55	N/A	\$481	\$0		12/2018	\$0	N/A	\$481	\$0	
11/2021	\$66	N/A	\$481	\$0		11/2018		N/A			
10/2021		N/A				10/2018	\$43	N/A	\$481	\$0	
09/2021	\$55	N/A	\$481	\$0		09/2018	\$43	N/A	\$481	\$0	
08/2021	\$55	N/A	\$481	\$0		08/2018	\$43	N/A	\$481	\$0	

CS

**EQUIFAX**

Credit Report

Request Date 2023/10/07

07/2021		N/A			07/2018		N/A		
06/2021	\$55	N/A	\$481	\$0	06/2018	\$78	N/A	\$481	\$0
05/2021		N/A			05/2018	\$43	N/A	\$481	\$0
04/2021	\$107	N/A	\$481	\$0	04/2018		N/A		
03/2021	\$54	N/A	\$481	\$0	03/2018	\$481	N/A	\$481	\$0
02/2021	\$54	N/A	\$481	\$0	02/2018	\$42	N/A	\$127	\$0
01/2021	\$54	N/A	\$481	\$0	01/2018		N/A		
12/2020	\$54	N/A	\$481	\$0	12/2017		N/A		
11/2020	\$54	N/A	\$481	\$0	11/2017		N/A		
10/2020		N/A			10/2017		N/A		

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**KOODO MOBILE**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***323	866-995-6636	\$153		650UT00057	O1	Open - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$64	Opened	2018/11/26
Credit Limit	N/A	Last Reported	2023/09/08
Payment Due		Last Payment	2023/08/23
Actual payment	\$64	Date Closed	
Amount Past Due	\$0		

Amount Written Off

**Payment Details**

Months Reviewed	57
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

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**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$64	N/A	\$153	\$0		03/2021	\$32	N/A	\$153	\$0	
08/2023	\$64	N/A	\$153	\$0		02/2021	\$32	N/A	\$153	\$0	
07/2023	\$64	N/A	\$153	\$0		01/2021	\$32	N/A	\$153	\$0	
06/2023	\$64	N/A	\$153	\$0		12/2020	\$53	N/A	\$153	\$0	
05/2023	\$64	N/A	\$153	\$0		11/2020	\$32	N/A	\$153	\$0	
04/2023	\$64	N/A	\$153	\$0		10/2020	\$32	N/A	\$153	\$0	
02/2023	\$64	N/A	\$153	\$0		09/2020	\$32	N/A	\$153	\$0	
01/2023	\$62	N/A	\$153	\$0		08/2020	\$32	N/A	\$153	\$0	
12/2022	\$62	N/A	\$153	\$0		07/2020	\$32	N/A	\$153	\$0	
11/2022	\$62	N/A	\$153	\$0		06/2020	\$32	N/A	\$153	\$0	
10/2022	\$62	N/A	\$153	\$0		05/2020		N/A			
09/2022	\$64	N/A	\$153	\$0		04/2020	\$32	N/A	\$153	\$0	
08/2022	\$52	N/A	\$153	\$0		03/2020	\$32	N/A	\$153	\$0	
07/2022	\$52	N/A	\$153	\$0		02/2020	\$32	N/A	\$153	\$0	
06/2022	\$52	N/A	\$153	\$0		01/2020	\$32	N/A	\$153	\$0	
05/2022	\$52	N/A	\$153	\$0		12/2019	\$32	N/A	\$153	\$0	
04/2022	\$52	N/A	\$153	\$0		11/2019	\$29	N/A	\$153	\$0	
03/2022	\$52	N/A	\$153	\$0		10/2019	\$0	N/A	\$153	\$0	
02/2022	\$52	N/A	\$153	\$0		09/2019	\$153	N/A	\$153	\$0	
01/2022	\$60	N/A	\$153	\$0		08/2019	\$50	N/A	\$85	\$0	
12/2021	\$34	N/A	\$153	\$0		07/2019	\$40	N/A	\$85	\$0	
11/2021	\$34	N/A	\$153	\$0		06/2019	\$41	N/A	\$85	\$0	
10/2021	\$34	N/A	\$153	\$0		05/2019	\$30	N/A	\$85	\$0	
09/2021	\$54	N/A	\$153	\$0		04/2019	\$43	N/A	\$85	\$0	
08/2021	\$23	N/A	\$153	\$0		03/2019	\$30	N/A	\$85	\$0	
07/2021	\$23	N/A	\$153	\$0		02/2019	\$30	N/A	\$85	\$0	

CS

**EQUIFAX**

Credit Report

Request Date 2023/10/07

06/2021	\$23	N/A	\$153	\$0	01/2019	\$30	N/A	\$85	\$0
05/2021	\$23	N/A	\$153	\$0	12/2018	\$85	N/A	\$85	\$0
04/2021	\$55	N/A	\$153	\$0					

**TELUS MOBILITY****Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***379	800-777-1888	\$467	Account Closed	650UT00065	O1	Open - Paid as agreed and up to date

**Balance And Amounts****Account Dates**

Balance	\$0	Opened	2015/08/20
Credit Limit	N/A	Last Reported	2021/04/12
Payment Due		Last Payment	2020/08/27
Actual payment		Date Closed	2021/03/11

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	42
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

CS



Credit Report

Request Date 2023/10/07

Payment History

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
04/2021	\$0	N/A	\$467	\$0		07/2019	\$79	N/A	\$467	\$0	
03/2021	\$0	N/A	\$467	\$0		06/2019	\$75	N/A	\$467	\$0	
02/2021	\$0	N/A	\$467	\$0		05/2019	\$74	N/A	\$467	\$0	
01/2021	\$0	N/A	\$467	\$0		04/2019	\$74	N/A	\$467	\$0	
12/2020	\$0	N/A	\$467	\$0		03/2019	\$75	N/A	\$467	\$0	
11/2020	\$0	N/A	\$467	\$0		02/2019	\$74	N/A	\$467	\$0	
10/2020	\$0	N/A	\$467	\$0		01/2019	\$74	N/A	\$467	\$0	
09/2020	\$0	N/A	\$467	\$0		12/2018	\$74	N/A	\$467	\$0	
08/2020	\$74	N/A	\$467	\$0		11/2018	\$85	N/A	\$467	\$0	
07/2020	\$76	N/A	\$467	\$0		10/2018	\$72	N/A	\$467	\$0	
06/2020	\$74	N/A	\$467	\$0		09/2018	\$145	N/A	\$467	\$0	
05/2020		N/A				08/2018	\$66	N/A	\$467	\$0	
04/2020	\$74	N/A	\$467	\$0		07/2018	\$95	N/A	\$467	\$0	
03/2020	\$86	N/A	\$467	\$0		06/2018	\$117	N/A	\$467	\$0	
02/2020	\$76	N/A	\$467	\$0		05/2018	\$67	N/A	\$467	\$0	
01/2020	\$74	N/A	\$467	\$0		04/2018	\$56	N/A	\$467	\$0	
12/2019	\$89	N/A	\$467	\$0		03/2018	\$49	N/A	\$467	\$0	
11/2019	\$74	N/A	\$467	\$0		02/2018	\$53	N/A	\$467	\$0	
10/2019	\$149	N/A	\$467	\$0		01/2018		N/A			
09/2019	\$78	N/A	\$467	\$0		12/2017		N/A			
08/2019	\$78	N/A	\$467	\$0		10/2017		N/A			

## Inquiries

A record of access to your credit file is created by posting inquiries to your credit file. An inquiry will include the name of the entity that accessed your credit file and a phone number that you can call if you have questions about the access. Two types of inquiries may be posted on your credit file; hard and soft inquiries. Soft inquiries are visible only to you and do not affect credit scores. Hard inquiries are visible to any authorized recipient of your credit file and may affect credit scores.

DATE	MEMBER NUMBER	MEMBER NAME	PHONE	MAY AFFECT SCORES
2023/10/06	400AA00163	EQUIFAX PERSONAL SOL	800-871-3250	No
2023/08/10	601BB01076	BMO 2730	604-668-1000	Yes
2023/08/07	651BB00697	BANK OF MONTREAL	877-411-4882	No
2022/09/09	473FI03421	CMHC	613-748-2000	No
2022/09/06	481BB96500	BMO 3553	877-469-2020	Yes
2022/02/01	481BB16865	TDCT	866-222-3456	Yes
2022/01/21	500ZD02599	AUTH FIRST ADVANTAGE	416-961-1611	No
2022/01/21	481PZ48011	FIRST ADVANTAGE	416-961-1611	No
2021/10/19	481BB36914	CIBC FREE CR SCORE	800-465-2255	No
2021/05/15	601ZQ00184	BITBUY TECHNOLOGIES	416-840-0231	No
2021/02/12	481BB36914	CIBC FREE CR SCORE	800-465-2255	No
2021/02/09	481FX00549	COINSQUARE	647-952-3090	No
2021/01/18	481BB96500	BMO 3553	877-469-2020	Yes
2021/01/18	481IG01822	CIBC H A INS SALES	855-964-2082	No

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**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Bank Information Reported

You currently have no bank information reported on your credit file.

000320

## Public Records

**Bankruptcy (0)**

Bankruptcies are a legal status granted by a federal court that indicates you are unable to pay off your outstanding debts.

**Consolidated Debt (0)**

This is often a strategy to reorganize multiple debts into a single payment to potentially lower the overall interest rate.

**Collections (0)**

When a debt is in collections, a creditor transfers it to a collections agent to attempt to recover past-due payments.

**Debt Recovery (0)**

These are past due debts owed by you that were recovered in a court of law.

**Judgments (0)**

A judgment is a court order where a person in debt pays a specific amount of money by law to a plaintiff.



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**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Bankruptcy

You currently have no bankruptcies on your credit file

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## Consolidated Debt

You currently have no consolidated debt on your credit file



**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Collections

You currently have no collections on your credit file

SG

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Debt Recovery

You currently have no debt recovery on your credit file

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**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Judgments

You currently have no judgments on your credit file

9

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Secured Loans

You currently have no secured loans on your credit file.

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**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Alerts, Disclosures And Contact History

Service Type	Details	Date Reported	Compliance Date
Consumer Disclosure Inquiry	EQUIFAX PERSONAL SOL	2023/10/06	



## Contact Us

You may also contact us via one of these channels:

To request a copy of your credit file or to submit a credit file update, please visit us at:

[www.consumer.equifax.ca](http://www.consumer.equifax.ca) and click on CREDIT REPORT ASSISTANCE

By phone (automated phone system): 1-800-465-7166

In writing: Equifax Canada P.O. Box 190, Montreal (Quebec) H1S 2Z2

## Contact TransUnion

There is another credit reporting agency in Canada:

Consumer Relations Centre

3115 Harvester Road

Suite 201

Burlington, ON L7N 3N8

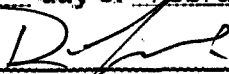
Tel: 1-800-663-9980

Tel: 1-877-713-3393 (for Quebec)

[www.transunion.ca](http://www.transunion.ca)



This is Exhibit " W " referred to in the  
affidavit of Caron Song  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
A Commissioner for taking Affidavits  
within British Columbia  
Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1B4



Cobourg Police Service

107 King Street West  
Cobourg, Ontario  
K9A 2M4

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### Criminal Record and Judicial Matters Check (CRJMC)

**Date:** 2023-10-12  
**Request #:** 7549348  
**Applicant:** Amrinderveer Chahal  
**Date of Birth:** 1989-10-12  
**Results for Name-Based Criminal Record Check (CRC):** CLEARED  
**Results of Investigative Databank and Local Indices Results:** CLEARED

Based solely on the name(s) and date of birth provided, a search of the National Criminal Records repository maintained by the RCMP did not identify any records for a person with the name(s) and date of birth of the applicant. Positive identification that a criminal record may or may not exist at the National Criminal Records repository can only be confirmed by fingerprint comparison. Not all offences are reported to the National Criminal Records repository. A local indices check may or may not reveal criminal record convictions that have not been reported to the National Criminal Records repository.

Please note: this information is provided based on the identification information provided by the applicant. If there is any dispute between the information provided by Triton and the claims of the applicant, fingerprint comparison may be required, as previously consented in writing by the applicant.

M.M.  
Badge #677

To validate the authenticity of this document, visit <https://www.mypolicecheck.com/Validate/PublicChecks> and enter this information:  
Confirmation Id: 13065479, Request Id: R18787605

This report has been generated by the Triton Advantage System.  
Our phone number and email address 1-844-874-8667 or [customerservice@tritoncanada.ca](mailto:customerservice@tritoncanada.ca)

Triton Services - Criminal Background Check, Resume Verification, Credit Check, Reference Check

000331

CS

# AMRINDERVEER CHAHAL

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780-772-0448

Amrinderveer.c@gmail.com

11-23651 132 Ave,  
Maple Ridge,  
BC, V4R0E9

## **OBJECTIVE:-**

Seeking a position where i can make effective use of my experience and skills towards achieving the goals and objectives of the organization. Also enables me to use my strong organizational skills, educational background, and ability to work well with people.

## **EXPERIENCE:-**

### **Credit Analyst | Td Canada Trust | Feb 2022 - Present**

- Residential lending underwriter – Exposure to underwriting application for the following : Mortgage, Home Equity line of credit, Bridge loan, Refinance, Release of covenant, Insured and, Conventional deals.
- Sound understanding of total debt servicing, Gross Debt Servicing ratios with a strong ability to calculate ratios, heating cost and housing cost.
- Analytical and Adjudication skills gained through assessing income, assets, liabilities, credit bureau report, collateral, client character, capacity, etc.
- Communicate with mortgage specialist and branch partners to obtain all compliant documents and decision deals promptly
- Protect the interest of the bank by ensuring it being adjudicated following assigned discretionary limit and established guidelines.
- Interact and maintain positive relationships through email, telephonic conversation with business partners to allow for effective follow up of documents required to satisfy secured and unsecured loan commitment condition.

### **SUPERVISOR | BOMBAY STREET TADKA | 03/2019-07/2022**

- Overseeing the day to day operations of a restaurant, managing staff, resolve customer issues and work to make the establishment profitable.
- Ensuring that the staff meets all food safety and health regulations.
- Coordinating with food preparation team, deciding what dishes to serve, and adjusting orders to meet customers requests.
- Handling payroll and back end operations to ensure employee friendly environment.

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- Hosting community events and corporate parties and also paying attention to online review.

**Financial Sales Representative | Easy Financial, Edmonton | Jan 2020- Feb 2022**

- Strategic flexibility in prospecting new clients through telemarketing with a view of achieving and exceeding sales targets,
- Interviewing and assessment of loan applicants with an understanding of their financial needs as well as aligning such needs with the appropriate lending solutions.
- Reviewing and evaluating online financial loan applications, through analyzing credit worthiness, risk assessment to improve the quality of sales and limiting future payment default
- Credit rebuilding and counselling by educating clients on their credit profile, identifying risk factors and behaviors
- Driving financial cross sales through spotting opportunities from the needs of client.
- Organizing important record keeping of client information through CRM

**Sales Representative Senior | Best Buy, Edmonton | Aug 2016- Dec 2019**

- Achieve or exceed monthly sales target
- Listen to cx needs patiently and identify the opportunity for sales and suggest them the right product
- Answering cx calls promptly and in a professional manner
- Go above and beyond to help each cx and make their experience memorable
- Prepare a monthly business binder to evaluate employee performance and areas which needs to be improved
- Prepare end of the night reports for the cash flow, audit and warranty replacement

**Food Counter Attendant | Subway, Winnipeg | Dec 2012- July 2016**

- Greet and take cx orders, receive payments-using interac machine or cash
- Resolve cx complaints and process refunds
- Ensure quality cx service
- Maintaining food safety and sanitation standards

**EDUCATION:-**

**Centennial College of Applied Arts & Technology, Toronto- Accounting clerk Microcomputer (Certificate), Jan 2012-Dec 2012**

**University of punjab, Chandigarh- Bachelors in Commerce, April 2008-March 2011**

**SUMMARY OF QUALIFICATIONS:-**

- 5+ years of work experience in the field of client service while being goal oriented, determined and attentive to details
- Knowledgeable about business processes while aligning them with the vision of the company
- Extensive experience with planning documents and report writing
- Multitasking and being able to work under pressure with tight deadlines
- Able to work individually or in a team
- Advanced understanding of Microsoft office suite and expertise on Google Applications

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Equifax Canada Co.

[www.consumer.equifax.ca](http://www.consumer.equifax.ca)

AMRINDERVEER CHAHAL

10750 29 AVE NW 211,

EDMONTON, AB T6J5H7

**CONFIDENTIAL INFORMATION  
CONSUMER USE ONLY  
RE: EQUIFAX REFERENCE NUMBER: 3925551347**

AMRINDERVEER CHAHAL,

Further to your request, a copy of your personal credit file as of 2023/10/07 follows:



## Personal Info

### Identification

<b>Name Reported</b>		
Current Name	AMRINDERVEER CHAHAL CHAHAL	
AKA	AMRINDERVEE CHAHAL CHAHAL AMRINDERVEER NONE CHAHAL AMRINDERVEER CHAHAL	
<b>Personal File Number</b>	<b>Date Of Birth</b>	<b>Social Insurance Number</b>
3925551347	1989-xx-12	091-5

### Phone Number Reported

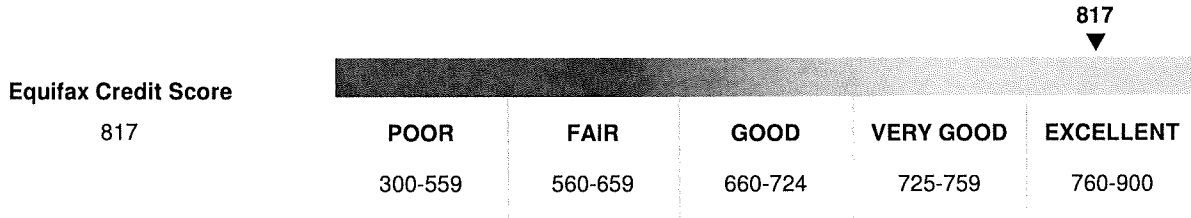
Home	780-772-0448
Home	306-914-1993
Other	780-964-2665

### Addresses Reported

Type	Last Reported Date	Address	City	Province	Postal Code
Current	2022/10/01	10750 29 AVE NW 211	EDMONTON	AB	T6J 5H7
Previous	2019/03/01	3 SADDLEBACK RD NW #2010	EDMONTON	AB	T6J 4L6
Previous	2022/09/01	5223 1A AVE SW	EDMONTON	AB	T6X 0X1

### Credit Score

as of 2023/10/07



You don't just have one credit score. There are many different credit scores provided by different companies that are used to help predict how likely you are to pay your bills on time. The Equifax Credit Score provided above is created using a model developed by Equifax and is intended for your own educational use. It is also commercially available to third parties. Please keep in mind third parties may use a different score when evaluating your creditworthiness.

Also, third parties will consider items other than your credit score, such as information on your credit file and information you provide in your application for credit, when making a determination about of your creditworthiness.

9

**Employment**

Occupation	Employer Name	Province	Employment Dates	Date Verified	Salary
FSR	EASYFINANCIAL SERVICES	-	-	-	-
SALES OR SERVICE	BEST BUY	-	-	-	-
	PAWNS ON WHYTE	-	-	-	-



9

## Accounts

### Revolving (5)

Revolving accounts are those that generally include a credit limit and require a minimum monthly payment, such as credit cards or lines of credit.

### Mortgage (1)

Mortgage accounts are real estate loans that require payment on a monthly basis until the loan is paid off.

### Installment (8)

Installment accounts are loans that require payment on a monthly basis until the loan is paid off, such as auto or student loans.

### Open (6)

Open accounts are those that are not already identified as revolving, mortgage, or installment accounts such as charge cards or telco accounts.

9

## Accounts - Revolving

**SCOTIALINE**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***184	800-387-6508	\$4,768		650BB31088	C1	Line of credit - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$3,872	Opened	2021/12/29
Credit Limit	\$6,000	Last Reported	2023/09/29
Payment Due	\$50	Last Payment	2023/09/05
Actual payment	\$70	Date Closed	
Amount Past Due	\$0		

Amount Written Off

**Payment Details**

Months Reviewed	22
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

9

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$3,872	\$6,000	\$4,768	\$0	\$50	10/2022	\$3,564	\$6,000	\$3,564	\$0	\$50
08/2023	\$3,746	\$6,000	\$4,768	\$0	\$50	09/2022	\$3,541	\$6,000	\$3,540	\$0	\$50
07/2023	\$3,698	\$6,000	\$4,768	\$0	\$50	08/2022	\$3,516	\$6,000	\$3,427	\$0	\$50
06/2023	\$3,866	\$6,000	\$4,768	\$0	\$50	07/2022	\$3,427	\$6,000	\$3,427	\$0	\$50
05/2023	\$3,584	\$6,000	\$4,768	\$0	\$50	06/2022	\$4,105	\$6,000	\$3,105	\$0	\$50
04/2023	\$3,607	\$6,000	\$4,768	\$0	\$50	05/2022	\$0	\$6,000	\$0	\$0	
03/2023	\$3,535	\$6,000	\$4,768	\$0	\$50	04/2022	\$0	\$6,000	\$0	\$0	
02/2023	\$3,460	\$6,000	\$4,768	\$0	\$50	03/2022	\$0	\$6,000	\$0	\$0	
01/2023	\$3,295	\$6,000	\$4,768	\$0	\$50	02/2022	\$0	\$6,000	\$0	\$0	
12/2022	\$4,769	\$6,000	\$4,768	\$0	\$50	01/2022	\$0	\$6,000	\$0	\$0	
11/2022	\$3,538	\$6,000	\$3,564	\$0	\$50	12/2021	\$0	\$6,000	\$0	\$0	

**TDCT TR0136**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***304	905-457-3201	\$9,956		453BB00687	C1	Line of credit - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$3,424	Opened	2020/01/22
Credit Limit	\$10,000	Last Reported	2023/09/29
Payment Due	\$50	Last Payment	2023/09/05
Actual payment	\$50	Date Closed	
Amount Past Due	\$0		

Amount Written Off

**Payment Details**

Months Reviewed	45
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

9

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$3,424	\$10,000	\$9,956	\$0	\$50	10/2021	\$6,891	\$10,000	\$6,867	\$0	\$68
08/2023	\$3,400	\$10,000	\$9,956	\$0	\$50	09/2021	\$305	\$3,685	\$2,062	\$0	\$50
07/2023	\$2,979	\$10,000	\$9,956	\$0	\$50	08/2021	\$403	\$3,611	\$2,062	\$0	\$50
06/2023	\$3,107	\$10,000	\$9,956	\$0	\$50	07/2021	\$559	\$3,539	\$2,062	\$0	\$50
05/2023	\$3,305	\$10,000	\$9,956	\$0	\$50	06/2021	\$755	\$3,465	\$2,062	\$0	\$50
04/2023	\$3,431	\$10,000	\$9,956	\$0	\$50	05/2021	\$452	\$3,391	\$2,062	\$0	\$50
03/2023	\$3,508	\$10,000	\$9,956	\$0	\$50	04/2021	\$1,039	\$3,319	\$2,062	\$0	\$50
02/2023	\$3,729	\$10,000	\$9,956	\$0	\$50	03/2021	\$1,132	\$3,248	\$2,062	\$0	\$50
01/2023	\$3,748	\$10,000	\$9,956	\$0	\$50	02/2021	\$1,074	\$3,172	\$2,062	\$0	\$50
12/2022	\$4,263	\$10,000	\$9,956	\$0	\$50	01/2021	\$1,416	\$3,102	\$2,062	\$0	\$50
11/2022	\$9,014	\$10,000	\$9,956	\$0	\$90	12/2020	\$1,406	\$3,031	\$2,062	\$0	\$50
10/2022	\$9,039	\$10,000	\$9,956	\$0	\$90	11/2020	\$2,062	\$2,959	\$2,054	\$0	\$50
09/2022	\$9,164	\$10,000	\$9,956	\$0	\$91	10/2020	\$178	\$10,000	\$1,700	\$0	\$50
08/2022	\$9,192	\$10,000	\$9,956	\$0	\$91	09/2020	\$455	\$10,000	\$1,700	\$0	\$50
07/2022	\$9,689	\$10,000	\$9,956	\$0	\$96	08/2020	\$233	\$10,000	\$1,700	\$0	\$50
06/2022	\$9,919	\$10,000	\$9,956	\$0	\$99	07/2020	\$381	\$10,000	\$1,700	\$0	\$50
05/2022	\$8,736	\$10,000	\$8,702	\$0	\$87	06/2020	\$91	\$10,000	\$1,700	\$0	\$50
04/2022	\$8,071	\$10,000	\$8,025	\$0	\$80	05/2020	\$50	\$10,000	\$750	\$0	\$50
03/2022	\$7,515	\$10,000	\$7,721	\$0	\$75	04/2020		N/A			
02/2022	\$6,720	\$10,000	\$6,891	\$0	\$67	03/2020	\$0	\$10,000	\$0	\$0	
01/2022	\$6,780	\$10,000	\$6,891	\$0	\$67	02/2020	\$0	\$10,000	\$0	\$0	
12/2021	\$6,334	\$10,000	\$6,891	\$0	\$63	01/2020	\$0	\$10,000	\$0	\$0	
11/2021	\$6,688	\$10,000	\$6,891	\$0	\$66						



**TD CREDIT CARDS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***369	800-983-8472	\$17,589		650ON00044	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$5,139	Opened	2012/01/06
Credit Limit	\$14,000	Last Reported	2023/09/26
Payment Due	\$46	Last Payment	2023/09/14
Actual payment	\$780	Date Closed	
Amount Past Due	\$0		
Amount Written Off			

**Payment Details**

Months Reviewed	72
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

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**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2023	\$5,139	\$14,000	\$17,589	\$0	\$46	09/2020	\$13,022	\$21,000	\$17,589	\$0	\$147
08/2023	\$4,456	\$14,000	\$17,589	\$0	\$54	08/2020		N/A			
07/2023	\$4,561	\$14,000	\$17,589	\$0	\$69	07/2020	\$12,354	\$21,000	\$17,589	\$0	\$133
06/2023	\$4,288	\$14,000	\$17,589	\$0	\$82	06/2020	\$12,338	\$21,000	\$17,589	\$0	\$147
05/2023	\$4,053	\$14,000	\$17,589	\$0	\$46	05/2020	\$12,387	\$21,000	\$17,589	\$0	\$147
04/2023	\$4,254	\$14,000	\$17,589	\$0	\$51	04/2020	\$12,451	\$21,000	\$17,589	\$0	\$145
03/2023	\$3,387	\$14,000	\$17,589	\$0	\$64	03/2020	\$12,424	\$21,000	\$17,589	\$0	\$132
02/2023	\$3,810	\$14,000	\$17,589	\$0	\$63	02/2020	\$12,024	\$21,000	\$17,589	\$0	\$182
01/2023	\$3,455	\$14,000	\$17,589	\$0	\$45	01/2020	\$12,592	\$21,000	\$17,589	\$0	\$141
12/2022		N/A				12/2019	\$12,298	\$21,000	\$17,589	\$0	\$139
11/2022	\$2,967	\$14,000	\$17,589	\$0	\$35	11/2019	\$12,000	\$21,000	\$17,589	\$0	\$183
10/2022	\$2,596	\$14,000	\$17,589	\$0	\$33	10/2019	\$16,476	\$21,000	\$17,589	\$0	\$204
09/2022	\$1,872	\$14,000	\$17,589	\$0	\$41	09/2019	\$16,623	\$21,000	\$16,623	\$0	\$212
08/2022	\$1,330	\$14,000	\$17,589	\$0	\$126	08/2019	\$16,250	\$21,000	\$16,367	\$0	\$200
07/2022	\$9,266	\$14,000	\$17,589	\$0	\$116	07/2019	\$15,150	\$21,000	\$15,150	\$0	\$162
06/2022	\$9,862	\$10,000	\$17,589	\$0	\$110	06/2019	\$13,061	\$21,000	\$13,323	\$0	\$169
05/2022	\$9,856	\$10,000	\$17,589	\$0	\$106	05/2019	\$12,901	\$21,000	\$12,921	\$0	\$151
04/2022	\$8,984	\$10,000	\$17,589	\$0	\$89	04/2019	\$12,430	\$21,000	\$12,700	\$0	\$156
03/2022	\$8,419	\$10,000	\$17,589	\$0	\$98	03/2019	\$12,700	\$21,000	\$12,700	\$0	\$146
02/2022		N/A				02/2019	\$12,496	\$21,000	\$12,496	\$0	\$171
01/2022	\$8,620	\$10,000	\$17,589	\$0	\$85	01/2019	\$12,393	\$21,000	\$12,393	\$0	\$150
12/2021	\$6,927	\$10,000	\$17,589	\$0	\$86	12/2018	\$12,163	\$21,000	\$12,255	\$0	\$157
11/2021	\$7,280	\$10,000	\$17,589	\$0	\$97	11/2018	\$12,255	\$21,000	\$12,255	\$0	\$154
10/2021	\$7,092	\$10,000	\$17,589	\$0	\$93	10/2018	\$11,641	\$21,000	\$11,744	\$0	\$125
09/2021		N/A				09/2018	\$10,462	\$15,000	\$10,534	\$0	\$139
08/2021	\$7,509	\$10,000	\$17,589	\$0	\$80	08/2018	\$10,473	\$15,000	\$10,503	\$0	\$132

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**EQUIFAX**

Credit Report

Request Date 2023/10/07

07/2021	\$7,463	\$10,000	\$17,589	\$0	\$76	07/2018	\$10,354	\$15,000	\$10,354	\$0	\$116
06/2021		N/A				06/2018	\$9,983	\$15,000	\$10,270	\$0	\$136
05/2021	\$6,625	\$10,000	\$17,589	\$0	\$79	05/2018	\$9,988	\$15,000	\$10,270	\$0	\$115
04/2021	\$6,591	\$10,000	\$17,589	\$0	\$75	04/2018	\$9,122	\$15,000	\$10,270	\$0	\$111
03/2021	\$6,743	\$10,000	\$17,589	\$0	\$84	03/2018	\$10,041	\$15,000	\$10,270	\$0	\$107
02/2021	\$6,662	\$10,000	\$17,589	\$0	\$89	02/2018		N/A			
01/2021	\$6,783	\$10,000	\$17,589	\$0	\$72	01/2018		N/A			
12/2020	\$6,264	\$10,000	\$17,589	\$0	\$100	12/2017		N/A			
11/2020	\$6,192	\$10,000	\$17,589	\$0	\$149	11/2017		N/A			
10/2020	\$13,019	\$21,000	\$17,589	\$0	\$138	10/2017		N/A			





**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***000	514-397-4415	\$1,173	Closed at consumer request Inactive account	001ON02776	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2017/08/04
Credit Limit	\$750	Last Reported	2022/06/30
Payment Due		Last Payment	2020/10/19
Actual payment		Date Closed	2020/07/08

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	57
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
06/2022	\$0	\$750	\$1,173	\$0		01/2020	\$229	\$750	\$1,173	\$0	\$229
05/2022	\$0	\$750	\$1,173	\$0		12/2020	\$236	\$750	\$1,173	\$0	\$236
04/2022	\$0	\$750	\$1,173	\$0		11/2019	\$263	\$750	\$1,173	\$0	\$263
03/2022	\$0	\$750	\$1,173	\$0		10/2019		N/A			
02/2022	\$0	\$750	\$1,173	\$0		09/2019	\$309	\$750	\$1,173	\$0	\$248
01/2022	\$0	\$750	\$1,173	\$0		08/2019	\$369	\$750	\$1,173	\$0	\$252
12/2021	\$0	\$750	\$1,173	\$0		07/2019	\$420	\$750	\$1,173	\$0	\$287
11/2021	\$0	\$750	\$1,173	\$0		06/2019	\$527	\$750	\$527	\$0	\$275
10/2021	\$0	\$750	\$1,173	\$0		05/2019	\$309	\$750	\$309	\$0	\$309
09/2021	\$0	\$750	\$1,173	\$0		04/2019	\$146	\$750	\$212	\$0	\$146
08/2021	\$0	\$750	\$1,173	\$0		03/2019	\$147	\$750	\$212	\$0	\$147
07/2021	\$0	\$750	\$1,173	\$0		02/2019	\$148	\$750	\$212	\$0	\$148
06/2021	\$0	\$750	\$1,173	\$0		01/2019	\$149	\$750	\$212	\$0	\$149
05/2021	\$0	\$750	\$1,173	\$0		12/2019	\$149	\$750	\$212	\$0	\$149
04/2021	\$0	\$750	\$1,173	\$0		11/2018	\$144	\$750	\$212	\$0	\$144
03/2021	\$0	\$750	\$1,173	\$0		10/2018	\$170	\$750	\$212	\$0	\$170
02/2021	\$0	\$750	\$1,173	\$0		09/2018	\$62	\$750	\$212	\$0	\$62
01/2021	\$0	\$750	\$1,173	\$0		08/2018	\$62	\$750	\$212	\$0	\$62
12/2020	\$0	\$750	\$1,173	\$0		07/2018	\$141	\$750	\$212	\$0	\$142
11/2020	\$0	\$750	\$1,173	\$0		06/2018	\$140	\$750	\$140	\$0	\$70
10/2020	\$67	\$750	\$1,173	\$0	\$67	05/2018	\$69	\$750	\$70	\$0	\$69
09/2020	\$106	\$750	\$1,173	\$0	\$106	04/2018	\$69	\$750	\$70	\$0	\$69
08/2020	\$0	\$750	\$1,173	\$0		03/2018	\$69	\$750	\$70	\$0	\$69
07/2020	\$106	\$750	\$1,173	\$0	\$106	02/2018	\$69	\$750	\$70	\$0	\$69
06/2020	\$242	\$750	\$1,173	\$0	\$242	01/2018	\$69	\$750	\$70	\$0	\$69
05/2020	\$220	\$750	\$1,173	\$0	\$220	12/2017		N/A			

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**EQUIFAX**

Credit Report

Request Date 2023/10/07

04/2020	\$227	\$750	\$1,173	\$0	\$227	11/2017	N/A
03/2020	\$235	\$750	\$1,173	\$0	\$235	10/2017	N/A
02/2020	\$242	\$750	\$1,173	\$0	\$242		

**MBNA****Overview**

<b>Account Number</b>	<b>Phone</b>	<b>Highest Balance</b>	<b>Notes</b>	<b>Member Number</b>	<b>Rating Code</b>	<b>Rating Code Description</b>
	888-876-6262	\$4,652	Closed at consumer request Account paid	650ON40914	R1	Revolving - Paid as agreed and up to date

**Balance And Amounts****Account Dates**

Balance \$0      Opened 2019/10/25

Credit Limit \$1,500      Last Reported 2021/02/23

Payment Due      Last Payment 2021/02/12

Actual payment \$7      Date Closed 2020/11/05

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed 16

Payment Responsibility Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
02/2021	\$0	\$1,500	\$4,652	\$0		06/2020	\$2,973	\$5,000	\$4,652	\$0	\$39
01/2021		N/A				05/2020	\$2,837	\$5,000	\$4,652	\$0	\$39
12/2020	\$7	\$1,500	\$4,652	\$0	\$7	04/2020	\$2,773	\$5,000	\$4,652	\$0	\$22
11/2020	\$7	\$1,500	\$4,652	\$0	\$29	03/2020	\$3,497	\$5,000	\$4,652	\$0	\$14
10/2020	\$1,904	\$5,000	\$4,652	\$0	\$18	02/2020	\$2,934	\$5,000	\$4,652	\$0	\$13
09/2020	\$1,855	\$5,000	\$4,652	\$0	\$21	01/2020	\$4,456	\$5,000	\$4,652	\$0	\$10
08/2020	\$1,946	\$5,000	\$4,652	\$0	\$21	12/2019	\$4,352	\$5,000	\$4,652	\$0	\$10
07/2020	\$2,935	\$5,000	\$4,652	\$0	\$10	11/2019		N/A			



## Accounts - Mortgage

### ATB FINANCIAL

#### Overview

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***200	888-404-4646	\$372,476	Account paid	007BB25302	M1	Mortgage - Paid as agreed and up to date

#### Balance And Amounts

#### Account Dates

Balance	\$0	Opened	2018/01/10
Credit Limit		Last Reported	2018/12/31
Payment Due		Last Payment	2018/12/19
Actual payment	\$366,933	Date Closed	2018/12/19

Amount Past Due \$0

Amount Written Off

#### Payment Details

Months Reviewed	12
Payment Responsibility	Joint

#### Delinquencies

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
12/2019	\$0	N/A	\$372,476	\$0		06/2018	\$369,713	N/A	\$372,476	\$0	\$1,761
11/2018	\$365,482	N/A	\$372,476	\$0	\$1,761	05/2018	\$370,553	N/A	\$372,476	\$0	\$1,761
10/2018	\$366,332	N/A	\$372,476	\$0	\$1,761	04/2018	\$371,391	N/A	\$372,476	\$0	\$1,761
09/2018	\$367,181	N/A	\$372,476	\$0	\$1,761	03/2018	\$372,227	N/A	\$372,476	\$0	\$1,761
08/2018	\$368,027	N/A	\$372,476	\$0	\$1,761	02/2018	\$372,476	N/A	\$372,476	\$0	\$1,761
07/2018	\$368,871	N/A	\$372,476	\$0	\$1,761	01/2018		N/A			



## Accounts - Installment

**CIBC**

### Overview

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***857	416-980-7049	\$20,441		481BB72410	I1	Installment - Paid as agreed and up to date

### Balance And Amounts

### Account Dates

Balance	\$13,913	Opened	2021/08/04
Credit Limit		Last Reported	2023/10/05
Payment Due	\$114	Last Payment	2023/10/03

Actual payment

Date Closed

Amount Past Due \$0

Amount Written Off

### Payment Details

Months Reviewed	26
Payment Responsibility	Individual

### Delinquencies

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
10/2023	\$13,913	N/A	\$20,441	\$0	\$114	09/2022	\$18,079	N/A	\$20,441	\$0	\$114
09/2023	\$14,098	N/A	\$20,441	\$0	\$114	08/2022	\$18,250	N/A	\$20,441	\$0	\$114
08/2023	\$14,672	N/A	\$20,441	\$0	\$114	07/2022	\$18,420	N/A	\$20,441	\$0	\$114
07/2023	\$15,053	N/A	\$20,441	\$0	\$114	06/2022	\$18,590	N/A	\$20,441	\$0	\$114
06/2023	\$15,433	N/A	\$20,441	\$0	\$114	05/2022	\$18,759	N/A	\$20,441	\$0	\$114
05/2023	\$15,812	N/A	\$20,441	\$0	\$114	04/2022	\$18,928	N/A	\$20,441	\$0	\$114
04/2023	\$16,190	N/A	\$20,441	\$0	\$114	03/2022	\$19,180	N/A	\$20,441	\$0	\$114
03/2023	\$16,754	N/A	\$20,441	\$0	\$114	02/2022	\$19,347	N/A	\$20,441	\$0	\$114
02/2023	\$17,129	N/A	\$20,441	\$0	\$114	01/2022	\$19,514	N/A	\$20,441	\$0	\$114
01/2023	\$17,303	N/A	\$20,441	\$0	\$114	12/2021	\$19,680	N/A	\$20,441	\$0	\$114
12/2022	\$17,476	N/A	\$20,441	\$0	\$114	11/2021	\$19,846	N/A	\$20,441	\$0	\$114
11/2022	\$17,649	N/A	\$20,441	\$0	\$114	10/2021	\$20,011	N/A	\$20,441	\$0	\$114
10/2022	\$17,821	N/A	\$20,441	\$0	\$114	09/2021	\$20,258	N/A	\$20,441	\$0	\$114

**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***400	514-397-4415	\$458	Closed at consumer request Inactive account	650FC01571	I1	Installment - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance      \$0      Opened      2019/11/20

Credit Limit      Last Reported      2021/10/29

Payment Due      Last Payment      2020/11/06

Actual payment      Date Closed      2020/11/06

Amount Past Due      \$0

Amount Written Off

**Payment Details**

Months Reviewed      1

Payment Responsibility      Individual

**Delinquencies**

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment
10/2021	\$0	N/A	\$458	\$0	

TDCT TR0136

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***401	905-457-3201	\$7,129	Account paid	453BB00687	I1	Installment - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2020/11/03
Credit Limit		Last Reported	2021/10/29
Payment Due	\$100	Last Payment	2021/10/18
Actual payment	\$6,242	Date Closed	2021/10/18

Amount Past Due

Amount Written Off

**Payment Details**

Months Reviewed	12
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
10/2021	\$0	N/A	\$7,129		\$100	04/2021	\$6,680	N/A	\$7,129		\$100
09/2021	\$6,314	N/A	\$7,129		\$100	03/2021	\$6,752	N/A	\$7,129		\$100
08/2021	\$6,389	N/A	\$7,129		\$100	02/2021	\$6,827	N/A	\$7,129		\$100
07/2021	\$6,461	N/A	\$7,129		\$100	01/2021	\$6,897	N/A	\$7,129		\$100
06/2021	\$6,535	N/A	\$7,129		\$100	12/2020	\$6,968	N/A	\$7,129		\$100
05/2021	\$6,609	N/A	\$7,129		\$100	11/2020	\$7,041	N/A	\$7,129		\$100



**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***400	514-397-4415	\$1,088	Closed at consumer request Inactive account	650FC01571	I1	Installment - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance      \$0      Opened      2019/10/10

Credit Limit      Last Reported      2021/09/30

Payment Due      Last Payment      2020/11/06

Actual payment      Date Closed      2020/11/06

Amount Past Due      \$0

Amount Written Off

**Payment Details**

Months Reviewed      1

Payment Responsibility      Individual

**Delinquencies**

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2021	\$0	N/A	\$1,088	\$0	

**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***400	514-397-4415	\$2,040	Closed at consumer request Inactive account	650FC01571	I1	Installment - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance      \$0      Opened      2018/09/11

Credit Limit      Last Reported      2021/08/31

Payment Due      Last Payment      2020/11/06

Actual payment      Date Closed      2020/11/06

Amount Past Due      \$0

Amount Written Off

**Payment Details**

Months Reviewed      24

Payment Responsibility      Individual

**Delinquencies**

You currently have no delinquencies on your credit file.





**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
08/2021	\$0	N/A	\$2,040	\$0		08/2020	\$259	N/A	\$4,521	\$0	
07/2021	\$0	N/A	\$2,040	\$0		07/2020	\$389	N/A	\$4,521	\$0	
06/2021	\$0	N/A	\$2,040	\$0		06/2020	\$520	N/A	\$3,389	\$0	
05/2021	\$0	N/A	\$3,389	\$0		05/2020	\$763	N/A	\$3,389	\$0	
04/2021	\$0	N/A	\$3,389	\$0		04/2020	\$1,005	N/A	\$3,389	\$0	
03/2021	\$0	N/A	\$3,389	\$0		03/2020	\$1,248	N/A	\$3,389	\$0	
02/2021	\$0	N/A	\$3,389	\$0		02/2020	\$1,491	N/A	\$3,389	\$0	
01/2021	\$0	N/A	\$3,389	\$0		01/2020	\$1,734	N/A	\$3,747	\$0	
12/2020	\$0	N/A	\$3,389	\$0		12/2020	\$1,977	N/A	\$3,747	\$0	
11/2020	\$0	N/A	\$3,747	\$0		11/2019	\$2,219	N/A	\$3,389	\$0	
10/2020	\$0	N/A	\$3,747	\$0		10/2019		N/A			
09/2020	\$128	N/A	\$3,747	\$0		09/2019	\$1,487	N/A	\$3,074	\$0	

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**TDCT**

**Overview**

<b>Account Number</b>	<b>Phone</b>	<b>Highest Balance</b>	<b>Notes</b>	<b>Member Number</b>	<b>Rating Code</b>	<b>Rating Code Description</b>
***401	800-832-3321	\$11,811	Account paid	481BB28530	I1	Installment - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2015/05/23
Credit Limit		Last Reported	2020/05/29
Payment Due	\$237	Last Payment	2020/05/12
Actual payment	\$74	Date Closed	2020/05/12

Amount Past Due

Amount Written Off

**Payment Details**

Months Reviewed	32
Payment Responsibility	Joint

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
05/2020	\$0	N/A	\$11,811		\$237	01/2019	\$3,501	N/A	\$11,811		\$237
04/2020		N/A				12/2019	\$3,698	N/A	\$11,811		\$237
03/2020	\$399	N/A	\$11,811		\$237	11/2018	\$3,894	N/A	\$11,811		\$237
02/2020	\$614	N/A	\$11,811		\$237	10/2018	\$4,187	N/A	\$11,811		\$237
01/2020	\$828	N/A	\$11,811		\$237	09/2018	\$4,380	N/A	\$11,811		\$237
12/2020	\$1,041	N/A	\$11,811		\$237	08/2018	\$4,573	N/A	\$11,811		\$237
11/2019	\$1,253	N/A	\$11,811		\$237	07/2018	\$4,764	N/A	\$11,811		\$237
10/2019	\$1,568	N/A	\$11,811		\$237	06/2018	\$4,954	N/A	\$11,811		\$237
09/2019	\$1,776	N/A	\$11,811		\$237	05/2018	\$5,237	N/A	\$11,811		\$237
08/2019	\$1,983	N/A	\$11,811		\$237	04/2018	\$5,425	N/A	\$11,811		\$237
07/2019	\$2,189	N/A	\$11,811		\$237	03/2018	\$5,611	N/A	\$11,811		\$237
06/2019	\$2,394	N/A	\$11,811		\$237	02/2018	\$5,797	N/A	\$11,811		\$237
05/2019	\$2,598	N/A	\$11,811		\$237	01/2018	\$5,981	N/A	\$11,811		\$237
04/2019	\$2,903	N/A	\$11,811		\$237	12/2017		N/A			
03/2019	\$3,102	N/A	\$11,811		\$237	11/2017		N/A			
02/2019	\$3,302	N/A	\$11,811		\$237	10/2017		N/A			

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**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***400	514-397-4415	\$6,279	Account paid	650FC01571	I1	Installment - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2017/08/08
Credit Limit		Last Reported	2019/09/30
Payment Due		Last Payment	2019/08/07
Actual payment		Date Closed	

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	24
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
09/2019	\$0	N/A	\$6,279	\$0		09/2018	\$2,215	N/A	\$4,004	\$0	
08/2019	\$1,726	N/A	\$6,279	\$0		08/2018	\$850	N/A	\$2,126	\$0	
07/2019	\$1,968	N/A	\$6,856	\$0		07/2018	\$921	N/A	\$1,701	\$0	
06/2019	\$2,245	N/A	\$5,352	\$0		06/2018	\$1,417	N/A	\$2,126	\$0	
05/2019	\$1,808	N/A	\$4,201	\$0		05/2018	\$1,063	N/A	\$1,701	\$0	
04/2019	\$2,129	N/A	\$4,778	\$0		04/2018	\$1,134	N/A	\$1,701	\$0	
03/2019	\$1,193	N/A	\$3,116	\$0		03/2018	\$1,205	N/A	\$1,701	\$0	
02/2019	\$1,342	N/A	\$3,116	\$0		02/2018	\$1,276	N/A	\$1,701	\$0	
01/2019	\$1,491	N/A	\$3,116	\$0		01/2018	\$1,346	N/A	\$1,701	\$0	
12/2019	\$1,691	N/A	\$3,116	\$0		12/2017		N/A			
11/2018	\$1,840	N/A	\$3,578	\$0		11/2017		N/A			
10/2018	\$2,045	N/A	\$3,578	\$0		10/2017		N/A			

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**S. CARTES DESJARDINS**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***500	514-397-4415	\$251	Account paid	650FC01571	I1	Installment - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2017/09/08
Credit Limit		Last Reported	2018/01/31
Payment Due		Last Payment	2017/12/07
Actual payment		Date Closed	2017/12/07

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	4
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.



Credit Report

Request Date 2023/10/07

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
01/2018	\$0	N/A	\$251	\$0		11/2017		N/A			
12/2017		N/A				10/2017		N/A			

## Accounts - Open

### VIRGIN MOBILE

#### Overview

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***505	866-612-8483	\$158		650UT00081	O1	Open - Paid as agreed and up to date

#### Balance And Amounts

#### Account Dates

Balance	\$116	Opened	2021/11/26
Credit Limit	N/A	Last Reported	2023/08/27
Payment Due		Last Payment	2023/08/14
Actual payment	\$89	Date Closed	
Amount Past Due	\$0		

Amount Written Off

#### Payment Details

Months Reviewed	22
Payment Responsibility	Individual

### Delinquencies

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
08/2023	\$116	N/A	\$158	\$0		09/2022	\$121	N/A	\$158	\$0	
07/2023	\$89	N/A	\$158	\$0		08/2022	\$121	N/A	\$158	\$0	
06/2023	\$101	N/A	\$158	\$0		07/2022	\$121	N/A	\$158	\$0	
05/2023	\$89	N/A	\$158	\$0		06/2022	\$84	N/A	\$158	\$0	
04/2023	\$89	N/A	\$158	\$0		05/2022	\$0	N/A	\$158	\$0	
03/2023	\$89	N/A	\$158	\$0		04/2022	\$158	N/A	\$158	\$0	
02/2023	\$89	N/A	\$158	\$0		03/2022	\$78	N/A	\$82	\$0	
01/2023	\$155	N/A	\$158	\$0		02/2022	\$78	N/A	\$82	\$0	
12/2022	\$91	N/A	\$158	\$0		01/2022	\$78	N/A	\$82	\$0	
11/2022	\$69	N/A	\$158	\$0		12/2021	\$78	N/A	\$82	\$0	
10/2022	\$121	N/A	\$158	\$0		11/2021		N/A			

**BELL MOBILITY**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***614	800-361-2613	\$171	Closed at consumer request Account paid	650UT00032	O1	Open - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance      \$0      Opened      2019/11/21

Credit Limit      N/A      Last Reported      2022/02/22

Payment Due      Last Payment      2021/12/10

Actual payment      Date Closed

Amount Past Due      \$0

Amount Written Off

**Payment Details**

Months Reviewed      28

Payment Responsibility      Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
02/2022	\$0	N/A	\$171	\$0		12/2020	\$61	N/A	\$171	\$0	
01/2022	\$0	N/A	\$171	\$0		11/2020	\$61	N/A	\$171	\$0	
12/2021	\$0	N/A	\$171	\$0		10/2020		N/A			
11/2021	\$61	N/A	\$171	\$0		09/2020	\$61	N/A	\$171	\$0	
10/2021		N/A				08/2020		N/A			
09/2021	\$61	N/A	\$171	\$0		07/2020	\$66	N/A	\$171	\$0	
08/2021	\$61	N/A	\$171	\$0		06/2020	\$61	N/A	\$171	\$0	
07/2021		N/A				05/2020	\$61	N/A	\$171	\$0	
06/2021	\$61	N/A	\$171	\$0		04/2020		N/A			
05/2021		N/A				03/2020	\$61	N/A	\$171	\$0	
04/2021	\$61	N/A	\$171	\$0		02/2020	\$61	N/A	\$171	\$0	
03/2021	\$61	N/A	\$171	\$0		01/2020	\$61	N/A	\$171	\$0	
02/2021	\$61	N/A	\$171	\$0		12/2019	\$21	N/A	\$171	\$0	
01/2021	\$61	N/A	\$171	\$0		11/2019		N/A			

**TELUS MOBILITY****Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***442	800-777-1888	\$371	Account Closed	650UT00065	O1	Open - Paid as agreed and up to date

**Balance And Amounts****Account Dates**

Balance	\$0	Opened	2017/05/22
Credit Limit	N/A	Last Reported	2020/06/28
Payment Due		Last Payment	2019/12/12
Actual payment		Date Closed	2020/05/20

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	33
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
06/2020	\$0	N/A	\$371	\$0		01/2019	\$69	N/A	\$371	\$0	
05/2020	\$0	N/A	\$371	\$0		12/2018	\$58	N/A	\$371	\$0	
04/2020	\$0	N/A	\$371	\$0		11/2018		N/A			
03/2020	\$0	N/A	\$371	\$0		10/2018	\$118	N/A	\$371	\$0	
02/2020		N/A				09/2018		N/A			
01/2020	\$0	N/A	\$371	\$0		08/2018	\$58	N/A	\$371	\$0	
12/2019	\$0	N/A	\$371	\$0		07/2018	\$60	N/A	\$371	\$0	
11/2019		N/A				06/2018		N/A			
10/2019	\$58	N/A	\$371	\$0		05/2018	\$58	N/A	\$371	\$0	
09/2019		N/A				04/2018		N/A			
08/2019	\$58	N/A	\$371	\$0		03/2018	\$48	N/A	\$371	\$0	
07/2019	\$58	N/A	\$371	\$0		02/2018	\$290	N/A	\$371	\$0	
06/2019		N/A				01/2018	\$278	N/A	\$371	\$0	
05/2019	\$116	N/A	\$371	\$0		12/2017		N/A			
04/2019	\$59	N/A	\$371	\$0		11/2017		N/A			
03/2019		N/A				10/2017		N/A			
02/2019	\$79	N/A	\$371	\$0							

**KODO MOBILE**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***163	866-995-6636	\$197	Account Closed	650UT00057	O1	Open - Paid as agreed and up to date

**Balance And Amounts**

**Account Dates**

Balance	\$0	Opened	2019/03/19
Credit Limit	N/A	Last Reported	2020/02/27
Payment Due		Last Payment	2019/09/08
Actual payment		Date Closed	2020/02/11

Amount Past Due \$0

Amount Written Off

**Payment Details**

Months Reviewed	11
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.

**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
02/2020	\$0	N/A	\$197	\$0		08/2019		N/A			
01/2020	\$0	N/A	\$197	\$0		06/2019		N/A			
12/2019		N/A				05/2019		N/A			
11/2019		N/A				04/2019		N/A			
10/2019		N/A				03/2019		N/A			
09/2019		N/A									

**KODO MOBILE****Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***301	866-995-6636	\$12	Account Closed	650UT00057	O1	Open - Paid as agreed and up to date

**Balance And Amounts****Account Dates**

Balance	\$0	Opened	2018/02/22
Credit Limit	N/A	Last Reported	2018/10/30
Payment Due		Last Payment	2018/05/14
Actual payment		Date Closed	2018/10/11
Amount Past Due	\$0		

Amount Written Off

**Payment Details**

Months Reviewed	7
Payment Responsibility	Individual

**Delinquencies**

2018/04/30





**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
10/2018	\$0	N/A	\$12	\$0		05/2018	\$0	N/A	\$12	\$0	
09/2018		N/A				04/2018		N/A			
08/2018	\$0	N/A	\$12	\$0		03/2018	\$12	N/A	\$12	\$0	
07/2018	\$0	N/A	\$12	\$0							

**FIDO**

**Overview**

Account Number	Phone	Highest Balance	Notes	Member Number	Rating Code	Rating Code Description
***485	888-288-2106		Closed at consumer request Account paid	650UT00024	O1	Open - Paid as agreed and up to date

**Balance And Amounts      Account Dates**

Balance	\$0	Opened	2018/02/23
Credit Limit	N/A	Last Reported	2018/08/27
Payment Due		Last Payment	2018/08/16
Actual payment	\$63	Date Closed	
Amount Past Due	\$0		

Amount Written Off

**Payment Details**

Months Reviewed	7
Payment Responsibility	Individual

**Delinquencies**

You currently have no delinquencies on your credit file.



**Payment History**

You can view up to 2 years of payment history on this account.

Month	Balance	Credit Limit	High Credit	Past Due	Payment	Month	Balance	Credit Limit	High Credit	Past Due	Payment
08/2018	\$0	N/A		\$0		04/2018		N/A			
07/2018	\$63	N/A		\$0		03/2018	\$65	N/A		\$0	
06/2018		N/A				02/2018	\$91	N/A		\$0	
05/2018	\$63	N/A		\$0							

## Inquiries

A record of access to your credit file is created by posting inquiries to your credit file. An inquiry will include the name of the entity that accessed your credit file and a phone number that you can call if you have questions about the access. Two types of inquiries may be posted on your credit file; hard and soft inquiries. Soft inquiries are visible only to you and do not affect credit scores. Hard inquiries are visible to any authorized recipient of your credit file and may affect credit scores.

DATE	MEMBER NUMBER	MEMBER NAME	PHONE	MAY AFFECT SCORES
2023/10/06	400AA00163	EQUIFAX PERSONAL SOL	800-871-3250	No
2023/08/07	651BB00697	BANK OF MONTREAL	877-411-4882	No
2022/09/09	473FI03421	CMHC	613-748-2000	No
2022/09/06	481BB96500	BMO 3553	877-469-2020	Yes
2022/01/10	481PZ48011	FIRST ADVANTAGE	416-961-1611	No
2022/01/09	500ZD02599	AUTH FIRST ADVANTAGE	416-961-1611	No
2021/11/26	481UT02437	VIRGIN PLUS	800-509-9904	Yes
2021/08/09	481FX01356	CIBC	855-598-1856	No
2021/08/06	481ZZ02794	CIBC	855-646-0536	No
2021/07/26	602AN03963	DEVONIAN HYUNDAI	780-484-3311	Yes
2021/07/26	481FA06229	CIBC AUTO FINANCE	855-598-1856	Yes
2021/04/23	481BQ00141	SIMPLII FINANCIAL	888-723-8881	No



**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Bank Information Reported

You currently have no bank information reported on your credit file.

## Public Records

**Bankruptcy (0)**

Bankruptcies are a legal status granted by a federal court that indicates you are unable to pay off your outstanding debts.

**Consolidated Debt (0)**

This is often a strategy to reorganize multiple debts into a single payment to potentially lower the overall interest rate.

**Collections (0)**

When a debt is in collections, a creditor transfers it to a collections agent to attempt to recover past-due payments.

**Debt Recovery (0)**

These are past due debts owed by you that were recovered in a court of law.

**Judgments (0)**

A judgment is a court order where a person in debt pays a specific amount of money by law to a plaintiff.

9

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Bankruptcy

You currently have no bankruptcies on your credit file

3

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Consolidated Debt

You currently have no consolidated debt on your credit file

000385



**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Collections

You currently have no collections on your credit file

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Debt Recovery

You currently have no debt recovery on your credit file



## Judgments

You currently have no judgments on your credit file

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Secured Loans

You currently have no secured loans on your credit file.

**EQUIFAX**

Credit Report

Request Date 2023/10/07

## Alerts, Disclosures And Contact History

Service Type	Details	Date Reported	Compliance Date
Consumer Disclosure Inquiry	EQUIFAX PERSONAL SOL	2023/10/06	

## Contact Us

You may also contact us via one of these channels:

To request a copy of your credit file or to submit a credit file update, please visit us at:

[www.consumer.equifax.ca](http://www.consumer.equifax.ca) and click on CREDIT REPORT ASSISTANCE

By phone (automated phone system): 1-800-465-7166

In writing: Equifax Canada P.O. Box 190, Montreal (Quebec) H1S 2Z2

## Contact TransUnion

There is another credit reporting agency in Canada:

Consumer Relations Centre

3115 Harvester Road

Suite 201

Burlington, ON L7N 3N8

Tel: 1-800-663-9980

Tel: 1-877-713-3393 (for Quebec)

[www.transunion.ca](http://www.transunion.ca)

This is Exhibit " X " referred to in the  
affidavit of Cavan Singh  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24



A Commissioner for taking Affidavits  
within British Columbia

Robert K. Fischer  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



# BOMBAY STREET TADKA



Map data ©2024 Google 50 m



## BOMBAY STREET TADKA

4.5 ★★★★★ (1,259)

Modern Indian restaurant

Overview

Reviews

About



Directions



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Share



# Google Maps 28 Ave NW



Edmonton, Alberta

Google Street View


Jul 2023

See more dates

Image capture: Jul 2023 © 2024 Google



This is Exhibit " Y " referred to in the  
affidavit of Carla Song  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

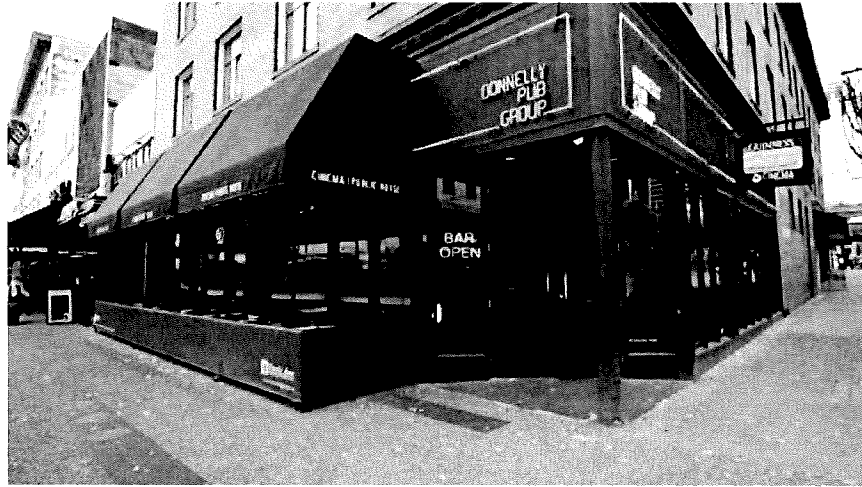
  
A Commissioner for taking oaths  
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2400 - 200 Granville Street  
Vancouver, B.C. V6C 1B4

WATCH LIVE: B.C. premier, health minister to make announcement about youth safety LIVE @ 1:30 P.M.

VANCOUVER | News

## B.C.-based restaurant group lists 2 businesses for sale amid financial makeover



The Cinema Public House is pictured in downtown Vancouver. The bar and another location owned by Freehouse Collective, formerly known as the Donnelly Group, was listed for sale on Aug. 17, 2023 (Restaurant Business Broker).



**Becca Clarkson**  
CTVNewsVancouver.ca Reporter  
[Follow](#) [Contact](#)

Published Aug. 17, 2023 12:24 p.m. PDT

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A Vancouver-based hospitality group is selling a pair of businesses downtown as it pursues a path out of debt, weeks after the B.C. Supreme Court approved its financial restructuring plan.

The Cinema and The Butcher & Bullock public houses are the top two listings featured on the Restaurant Business Broker's website this week.

They're owned by the Donnelly Group, which has rebranded itself as Freehouse Collective and initiated proceedings under the Companies' Creditors Arrangement Act back in May.

The listings went live Thursday, nearly a month to date after the group received unanimous support from its lenders to move forward with a proposal to revise the terms of existing loans and restructure debt "that was required to survive the pandemic," the company said in a statement.

#### RELATED STORIES

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- **Vancouver approves pot licences for 2 Hobo locations run by Donnelly Group**
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- **Donnelly Group announces plans for 8 Vancouver weed shops**

On July 26, the B.C. Supreme Court approved an amended version of the debt restructuring proposal.

"We're now executing that plan, which includes agreed-upon disbursements to creditors, consolidation and refinancing of our reduced debt facilities and the undertaking of renewed management processes largely aimed at streamlining our operations for scale and growth," wrote Harrison Stoker, the group's chief growth officer.

He says there are no immediate plans to sell additional locations, other than the two already listed online.

The starting price for Cinema Public House at 901 Granville St., described as "a proven location on one of the busiest corners in downtown Vancouver," is \$1.2 million.

"Outfitted with a commercial kitchen and liquor license, the location has 156 seats including patio, with a lease of \$25,237 gross rent," the listing details.

The Butcher & Bullock Public House at 911 W Pender St. is listed for \$750,000.

"This location is outfitted with big screen TV's and a variety of games and entertainment, providing an exciting atmosphere and is home to the Liverpool Supporters Club," reads the restaurant broker's website. The pub can seat 215, and the lease is \$19,415, the listing details.

If either of the locations sell, Stoker says the group hopes to



repatriate staff to its other businesses.

"This was a consideration in the timing, as our holiday season is quite busy," he explained.

Should the group decide to sell other businesses, Stoker says it would be to support growth in new markets.

"At the moment we're on track to bring a Sing Sing Beer Bar to life this October in Toronto's First Canadian Place," he said. "In a way, we're on course to put those pandemic pressures behind us."

Other businesses in Vancouver that are owned by the company include Ballyhoo, Brass Fish, Three Brits Public House, Clough Club, Isabelle's, Stock Room and Hundy.

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Robert K. Fisher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

**Robert Fischer**

---

**From:** Chanessa Lau <clau@farris.com>  
**Sent:** Friday, December 8, 2023 10:02 AM  
**To:** Horne, Susan  
**Cc:** neild@daviefane.com; Rebecca Morse  
**Subject:** 901 Granville Street  
**Attachments:** LT\_City\_of\_Vancouver\_Re\_Cinema.pdf

**Follow Up Flag:** Copied to Worldox (Matters\LS-23-01564\000\02110476.MSG)  
**Flag Status:** Flagged

Dear Ms. Horne,

**Re: Lease dated on or about March 29, 2023 (the “Lease”) between the City of Vancouver (the “Landlord”), as landlord, Donnelly Public Houses Inc. (the Tenant”), as tenant, in respect of 901 Granville Street, Vancouver, British Columbia (the “Premises”)**

Please find attached correspondence of today’s date regarding the above-noted matter.

Kind regards,

Chanessa

**Chanessa Lau (they/them)**  
**Legal Administrative Assistant to**  
**Rebecca Morse and Daxton Boeré**  
T: 604-684-9151 ext 189  
D: 604-661-2189  
[clau@farris.com](mailto:clau@farris.com)

# FARRIS

**FARRIS LLP**  
25th Floor, 700 W Georgia St.  
Vancouver, BC V7Y 1B3  
[www.farris.com](http://www.farris.com) [farris.com]



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5

Reply Attention of: Rebecca M. Morse  
Direct Dial Number: 604 661 1712  
Email Address: rmorse@farris.com

**FARRIS**

File No: 45021-0004-0000

December 8, 2023

BY EMAIL

City of Vancouver Law Department  
453 West 12<sup>th</sup> Avenue  
Vancouver B.C. V5Y 1V4

**Attention: Susan Horne**

Dear Ms. Horne:

**Re: Lease dated March 29, 2023 (the "Lease") between the City of Vancouver (the "Landlord") and Donnelly Public Houses Inc. ("DPH") in respect of 901 Granville Street in Vancouver (the "Premises")**

We refer to the Lease, Melinda Chan's email correspondence with DPH's real estate broker, Jean Sequin and others on November 23, 2023, the letter of November 29, 2023 from DPH's real estate counsel, Neil Davie of Sampson Davie Fane Volpiana LLP, and your letter to Mr. Davie dated December 4, 2023. Please note that we represent various Donnelly entities (including DPH) in various litigation matters as well as in their restructuring efforts pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"). The details of the CCAA proceeding can be found on Ernst & Young's website at [www.ey.com/ca/dph](http://www.ey.com/ca/dph).

As you know, DPH is looking to sell its business known as Cinema Public House and located at the Premises, and it has sought your consent to an assignment of the Lease as part of that sale. The proposed sale is the result of significant marketing efforts on the part of DPH over a three-month period in trying to find a suitable buyer, and the proposed assignee is the strongest purchaser that has emerged from this process. For reasons that are not entirely clear to us, you have unreasonably refused to consent to that assignment, and in so doing you are in breach of the Lease and obstructing the Donnelly Group's attempts to restructure its businesses. Given the number of people that the Donnelly Group employs in Vancouver, it is particularly curious that you would take such steps to prevent its restructuring efforts (and we would have thought that you would want to see these jobs preserved in our city, especially in the hospitality sector).

We respectfully draw your attention to Article 7.1 of the Lease which specifically provides that you shall not unreasonably withhold consent to an assignment of the Lease. As you know, the principals of the proposed assignee are sophisticated businesspeople with a long history in the city. Further, they are commercially stable and are willing to pay a deposit that is more than 10% of the purchase price and (as outlined in Mr. Davie's letter) are willing to provide personal guarantees to accompany the assignment if necessary. While the proposed purchaser has not operated in Vancouver's hospitality scene in the past, the managers and employees at the business will be retained by the proposed assignee and the

**FARRIS LLP**

25th Floor - 700 W Georgia Street Vancouver, BC Canada V7Y 1B3  
Tel 604 684 9151 farris.com

000402

9

December 8, 2023

- 2 -

**FARRIS**

format of the venue will not change; it will continue to operate as Cinema Public House. It is further anticipated that a company related to DPH will continue to be engaged to carry out various management functions for the business to ensure that the operations continue uninterrupted by the sale. Lastly, it is important to note that the financial covenant under the Lease will be stronger as a result of the assignment than it currently is; DPH will still be bound by the terms and conditions of the Lease, DPH will not be released under the assignment, and the Landlord will have a direct covenant from the proposed assignee along with any personal guarantees which are reasonably required by the Landlord. In addition, we note that all outstanding rent will be brought current as a result of the sale. In light of the above, there is no reasonable basis to object to this assignment.

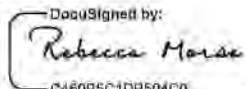
If you continue to refuse to consent to this assignment, we expect to be instructed to seek the assistance of the Court. As you may be aware, the Court may approve an assignment (even in the face of your opposition) pursuant to section 11.3 of the CCAA. Further, and to the extent that your continued breach of the Lease causes DPH to incur damages, we expect to be instructed to seek the Court's assistance in recovering those damages.

We invite you to reconsider your position, and if you are inclined to reconsider, please advise as soon as possible, and in any event by close of business on December 13, 2023.

We look forward to hearing from you.

Yours truly,

FARRIS LLP

Per:    
 DocuSigned by:  
CM6086C108504C0...  
Rebecca M. Morse\*  
\*Denotes a Professional Law Corporation

RMM/sm  
c.c.: Neil Davie – Sampson Davie Fane Volpiana LLP



November 29, 2023

Sampson Davie Fane Volpiana LLP  
408 – 355 Burrard Street  
Vancouver, British Columbia V6C 2G8

Sent By Email ([Melinda.chan@vancouver.ca](mailto:Melinda.chan@vancouver.ca))

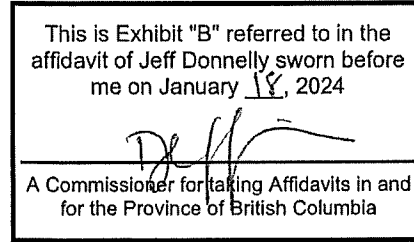
Neil R. Davie  
604.343.1940  
neild@daviefane.com

City of Vancouver  
c/o The Director of Real Estate Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

Your File

Our File  
1819-23-1361

City of Vancouver  
Law Department  
300 – 575 West 8<sup>th</sup> Avenue  
Vancouver, British Columbia V5Z 0C4



Dear Sirs/Mesdames:

**Re: Lease dated on or about March 29, 2023 (the "Lease") between the City of Vancouver (the "Landlord"), as landlord, Donnelly Public Houses Inc. (the "Tenant"), as tenant, in respect of 901 Granville Street, Vancouver, British Columbia (the "Premises")**

We are the solicitors for the Tenant and we write further to your communication with the Tenant with respect to the request for an assignment of the Lease to 1442029 B.C. Ltd. (the "Proposed Assignee"). A copy of such correspondence is enclosed with this letter.

Pursuant to Section 7.1 of the Lease, written consent of the Landlord to assign the Tenant's leasehold interest may not be unreasonably withheld. In our view, the Landlord's reasons for refusing to grant written consent amount to an unreasonable withholding of consent. Requiring a proposed assignee to have a history of operating the type of business currently operating in the Premises and requiring a proposed assignee to have a history of operating a licensed restaurant or pub in a location with characteristics similar to the Granville Entertainment District, are both unreasonably narrow restrictions and as such, are unreasonable reasons to withhold consent, specifically because the Tenant will continue to be required to fulfill its obligations under the Lease if the Proposed Assignee fails to fulfill its obligations under the assignment. In other words, the Tenant will not be released from its obligations under the Lease.

Notwithstanding the foregoing, the managers and employees who currently operate the day-to-day business at the Premises will be retained by the Proposed Assignee and will continue to operate the business at its current operating standards. Further, the Tenant will enter into a management services agreement with the Proposed Assignee for at least one year following the assignment to ensure business operations remain at the current standards. Further, we understand that the Proposed Assignee is willing to provide a personal guarantee to accompany the assignment, if necessary.

We further draw your attention to the justification for the Tenant seeking to assign the Lease. As you are aware, proceedings have commenced against the Tenant under the *Companies' Creditors Arrangement Act* (the "CCAA") and the Tenant is in the process of restructuring its business affairs. As such, failure to provide consent will cause the Tenant to suffer damages. If the Landlord continues to withhold consent to the Tenant's request to assign the Lease, the Tenant will proceed to exercise its rights and remedies available under the Lease, at law and in equity, including, without limitation, an application the Court to either disclaim the Lease under the CCAA proceedings or to compel the assignment.

99

November 29, 2023



Please reconsider the Tenant's request to assign to the Proposed Assignee and provide a response by no later than Friday December 1, 2023.

We trust that an application to the Court under the CCAA proceedings will not be necessary, considering the reasons set out above.

Yours truly,

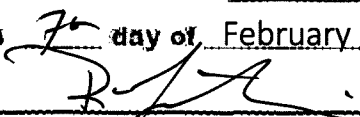
A handwritten signature in black ink, appearing to read 'Neil Davie'.

Neil R. Davie  
Partner\*

NRD/ss

*\*Law Corporation*

This is Exhibit \* AA \* referred to in the  
affidavit of Carven Sung  
sworn before me at Vancouver, BC  
this 7<sup>th</sup> day of February, 20 24

  
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2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4

G

## Meena Lally

---

**From:** Mantas, John <John.Mantas@vancouver.ca>  
**Sent:** Tuesday, February 6, 2024 8:27 AM  
**To:** Newman, Andrew; Sung, Carvan  
**Subject:** FW: URGENT: Donnelly Group - NSF - Contract 15010

**Importance:** High

FYI..

Thanks,

John

**From:** AR Rentals <AR.Rentals@vancouver.ca>  
**Sent:** Tuesday, February 6, 2024 8:23 AM  
**To:** 'Accounting Accounting' <accounting@donnellygroup.ca>  
**Cc:** Chan, Melinda <Melinda.Chan@vancouver.ca>; Mantas, John <John.Mantas@vancouver.ca>  
**Subject:** URGENT: Donnelly Group - NSF - Contract 15010  
**Importance:** High

Hello Megan,

We've received notification from our bank that the February 2<sup>nd</sup> payment came back as NSF. Please let us know as soon as possible how you would like to proceed. Thank you.

903 FEB 02 0001-39330 1044604 DONNELLY PUBLIC HOUSES INC. 000400972 \$30,120.76

Kind Regards,  
Brian

**From:** AR Rentals  
**Sent:** Friday, February 2, 2024 9:00 AM  
**To:** Accounting Accounting <accounting@donnellygroup.ca>  
**Cc:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Subject:** RE: Rent Schedule - Donnelly Group

Hello Megan,

As part of the agreement, we are automatically debiting the account for:  
\$25,237.33 + GST = \$26,499.20 monthly base rent + \$3,621.56 monthly installments until arrears is paid in-full.

Thank you,  
AR Rentals

CS

**From:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>  
**Sent:** Friday, February 2, 2024 8:39 AM  
**To:** Accounting Accounting <[accounting@donnellygroup.ca](mailto:accounting@donnellygroup.ca)>  
**Cc:** AR Rentals <[AR.Rentals@vancouver.ca](mailto:AR.Rentals@vancouver.ca)>  
**Subject:** RE: Rent Schedule - Donnelly Group

Hi Megan,

I've cc'd our AR department so they can provide you with this information.

Thank you,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services | City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: [melinda.chan@vancouver.ca](mailto:melinda.chan@vancouver.ca)

**From:** Accounting Accounting <[accounting@donnellygroup.ca](mailto:accounting@donnellygroup.ca)>  
**Sent:** Wednesday, January 31, 2024 3:33 PM  
**To:** Chan, Melinda <[Melinda.Chan@vancouver.ca](mailto:Melinda.Chan@vancouver.ca)>  
**Subject:** Rent Schedule - Donnelly Group

Hello,

I'm currently updating our records as Valerie Ridley has moved on from the Donnelly Group.

Can you please send the most recent rent schedule?

Address:

Cinema Public House  
901 Granville St, Vancouver, BC V6Z 1L3

Thank you,  
Megan

**Accounts Payable**

**Freehouse Collective**

o [604.899.3229](tel:604.899.3229) • [freehouse.co](http://freehouse.co) [[freehouse.co](http://freehouse.co)]

This is Exhibit " BB " referred to in the  
affidavit of Cavan Smy  
sworn before me at Vancouver, BC  
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Robert K. Fletcher  
Barrister & Solicitor  
2400 - 200 Granville Street  
Vancouver, B.C. V6C 1S4



**From:** Reid Ogdon <ro@donnellygroup.ca>  
**Sent:** Friday, November 24, 2023 10:58 AM  
**To:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Subject:** Re: Landlord Package

Hi Melinda,

Thanks for the follow-up and unfortunate news. I think it's important for you to understand why we are selling Cinema; we filed for CCAA in May and we are in the midst of restructuring. We have no certainty that we will come out of it and with Cinema being a poor performer for our company, we are considering disclaiming the lease. Frankly, Ernst & Young is advising us to do so.

If that were to happen, I believe as the landlord, it would be difficult to find a tenant/operator at our current lease rates. The market has dropped at least 20% in the last few months as Granville Street has become an incredibly vacant part of the City. With this offer, you have a motivated buyer that is willing to retain us as the management company for 1-2 years while they learn the business.

I am happy to discuss at your convenience, IMO you should seriously reconsider this offer.

**Reid Ogdon**  
COO

**Donnelly Group**  
freehouse.co [freehouse.co]

---

**From:** Chan, Melinda <Melinda.Chan@vancouver.ca>  
**Date:** Thursday, November 23, 2023 at 4:50 PM  
**To:** Jean Seguin <info@restaurantbusinessbroker.ca>  
**Cc:** Harry Jassar <harryjassar@woodhouse Realty.com>, Andrea Atanis <andrea@restaurantbusinessbroker.ca>, Salli Pateman <salli@restaurantbusinessbroker.ca>, ReidOgdon <ro@donnellygroup.ca>  
**Subject:** RE: Landlord Package

Hi all,

I've discussed the request for the City's consent to the proposed assignment of the lease to 1442029 B.C. Ltd. with my supervisor and, unfortunately, the City is unable to provide its consent to the assignment for the following reasons:

1. The proposed assignee does not have any history of operating the type of business, a licensed restaurant and pub, that is required to be operated in the Premises;
2. The proposed assignee does not have any history of operating a licensed restaurant or pub in a location with characteristics similar to the Granville Entertainment District;
3. The length of Lease term left, about 9 ½ years remaining; and
4. The significant risk that the proposed assignee would default on its obligations under the Lease.

CS

Thank you,

Melinda Chan, AACI, P.App  
Property Negotiator  
Real Estate Services I City of Vancouver  
507 West Broadway, Suite 400  
Vancouver, BC V5Z 0B4  
T: 604.873.7918 | F: 604.873.7064  
E: melinda.chan@vancouver.ca