



This is the 1st Affidavit of  
Kang Yu Canning Zou in this case  
and was made on December 12 2023

No H230802  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP,  
HARO AND THURLOW GP LTD., HARLOW HOLDINGS LTD.,  
1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD.,  
CM (CANADA) ASSET MANAGEMENT CO. LTD.,  
FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD.,  
TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU,  
WEI DONG, WEI ZOU, XIA YU and  
TREASURE BAY HK LIMITED

RESPONDENTS

**AFFIDAVIT**

I, Kang Yu Canning Zou, of 1200 – 1021 West Hastings Street, Vancouver, British Columbia,  
MAKE OATH AND SAY AS FOLLOWS:

1. I am a director of the following entities, each of which is a respondent in this proceeding, namely, Haro and Thurlow GP Ltd. ("**HT GP**"), which is the general partner of Haro-Thurlow Street Project Limited Partnership ("**HT LP**"), Harlow Holdings Ltd. ("**Harlow Holdings**") and, with HT LP and HT GP, the "**Borrowers**", 1104227 B.C. Ltd. ("**1104**"), Cloudbreak Holdings Ltd. ("**Cloudbreak**"), CM (Canada) Asset Management Co. Ltd. ("**CM**") and 1115830 B.C. Ltd. ("**1115**", and with 1104, Cloudbreak and CM, the "**CM Guarantors**"). I am also named personally as a respondent. As such, I have personal knowledge of the matters herein after deposed to, except where stated to be on information from an informant, in which case because of my belief in the voracity of the informant I identify, I believe both the information and the resulting statement I make to be true.

2. I have read the Response to Petition of the Borrowers filed concurrently herewith (the “**Borrowers’ Response**”). I have also read the Response to Petition of the CM Guarantors filed concurrently herewith (the “**CM Guarantors’ Response**”). To my knowledge, the facts set out in Part 4 of the Borrowers’ Response and in Part 4 of the CM Guarantors’ Response are true. Capitalized terms used in this Affidavit and not otherwise defined have the meanings ascribed to them in the Petition or in the Borrowers’ Response.

### **The Parties**

3. The facts set out in paragraphs 1-7 of Part 4 of the Borrowers’ Response accurately describe the parties and their relationships to one another.

### **The Property**

4. This proceeding concerns a development property at the intersections of Haro and Thurlow streets in Vancouver, which is defined in the Petition as the “**Harlow Lands**”.
5. The facts set out in paragraphs 8-11 of the Borrowers’ Response, describing the Harlow Lands and their proposed development are true.
6. With respect to paragraph 10 of Part 4 of the Borrowers’ Response, now shown to me, marked and attached to this my affidavit as **Exhibit “A”** is a copy of an appraisal report prepared by L. W. Property Advisors Ltd., dated as of August 4, 2023 (the “**LW Appraisal**”). The LW Appraisal provides further detail as to the nature of proposed development of the Property, all of which I have reviewed and can confirm to be accurate.
7. The LW Appraisal values the Property at \$192,000,000 as at July 31, 2023.
8. With respect to paragraph 11 of Part 4 of the Borrowers’ Response, now shown to me, marked and attached to this my affidavit as **Exhibit “B”** is a copy of BC Assessment’s 2023 Property Assessment Notice for the Harlow Lands.

### **Financing**

9. The facts set out in paragraphs 12-19 of Part 4 of the Borrowers’ Response are true.
10. The Harlow Lands were acquired by Harlow Holdings, as nominee for the Partnership, in August 2018, for a total cost (including a purchase price of \$164,750,000, property transfer taxes, commissions and other expenses) of about \$172,750,000 (the “**Acquisition**”).

**Cost**”). In this regard, now shown to me, marked and attached to this my affidavit as **Exhibit “C”** is a copy of the purchaser’s statement of adjustments from the transaction.

11. The acquisition cost was financed, in part, by the Loan from the Bank.
12. The face amount of the Loan advanced by BMO, pursuant to the terms of the Credit Agreement attached as Exhibit “A” of the Affidavit #1 of Peter Mullin, sworn October 17, 2023, which I have read, was \$94,000,000. Of this amount, after payment of fees and other expenses, the Borrowers received about \$92,371,000 on closing, as shown on the purchaser’s statement of adjustments attached as Exhibit “C”.
13. The Balance of the Acquisition Cost was funded by the Partners. As well, at closing the Partners funded additional costs, including prepayment of interest, such that their total contribution to the Partnership, on closing, was \$84,438,901.
14. As at January 1, 2023, the Partners had advanced further loans to the Partnership totalling \$18,061,080, as reflected in the Partnership’s financial statements as at that date, a copy of which is now shown to me, marked and attached to this my Affidavit as **Exhibit “D”**. Since January 1, 2023, the Partners have made additional loans and contributions to the Partnership, but I do not have exact totals of the amounts.
15. Since October 2018, the Borrowers have paid the Bank more than \$27,000,000 in interest and fees, including multiple extension and other fees, on account of the Loan.
16. As required by the Bank, the Property is managed by an arm’s length professional property manager, First Services Residential B.C. Ltd. (“**FirstService**”).
17. The partnership receives periodic payments from FirstService on account of the rent that FirstService collects from tenants of the buildings on the Harlow Lands. This money is deposited by FirstService directly to an account in the name of the Partnership at the Bank of Montreal. On average, the Partnership receives about \$175,000 per month from FirstService. All of this money is on account of rental revenue. In this regard, now shown to me, marked and attached to this my affidavit as **Exhibit “E”** are copies of the Partnership’s bank statements for 2023.

#### **Termination of Loan Facility**

18. The facts set out in paragraphs 20-23 of Part 4 of the Borrowers’ Response are true.
19. The original term of the Loan was to have been for two years, from August 31, 2018, to August 31, 2020. The original term was extended, ultimately to August 31, 2023.

20. I acknowledge that the Borrowers were unable to repay the Loan in full on August 31, 2023. The Borrowers had hoped, when they acquired the Harlow Lands in 2018, that the development of those lands would have been more advanced by August 2023 than it was (or indeed than it is today). It is not that the Partners have not been trying to proceed with their plans for the development of the Harlow Lands. It is simply that they have encountered obstacles which, to date, they have been unable to fully overcome.

### **Offers to Purchase**

21. The facts set out in paragraphs 24-25 of Part 4 of the Borrowers' Response are true.
22. Now shown to me, marked and attached to this my affidavit as **Exhibit "F"** and **"G"** are copies of two of the offers received by CBRE. I have redacted the names of the proposed purchasers, to protect their privacy.

### **Forbearance Negotiations**

23. The facts set out in paragraphs 26-27 of Part 4 of the Borrowers' Response are true.

### **Refinancing**

24. The facts set out in paragraphs 28-31 of Part 4 of the Borrowers' Response are true.
25. Now shown to me, marked and attached to this my affidavit as **Exhibit "H"** is a copy of the Notice of Application that counsel for the Borrowers has now filed in the Treasure Bay action, seeking an Order to have the CPL removed.
26. Based on the discussions that I have had with the Borrowers' consultants, I am confident that the Borrowers can complete a refinancing of the petitioner's Loan by June 30, 2024, if not sooner.

### **Security and Seizure of Cash Collateral**

27. The facts set out in paragraphs 32-39 of Part 4 of the Borrowers' Response are true.
28. With respect to the facts set out in paragraph 32, the Bank has personal guarantees from me, my wife and my parents. The Bank has a mortgage registered against title to my parents' home, which had a tax appraisal value of \$6,824,000 as at July 1, 2022. In this regard, now shown to me, marked and attached to this my affidavit as **Exhibit "I"** is a copy of the most recent BC Assessment property assessment for that property.
29. In addition to this security, the Bank has at all times required that the Stakeholders maintain cash collateral of not less than \$15,000,000.



30. Indeed, at the time these proceedings were commenced, the Bank had on deposit a total of \$23,600,000 of pledged funds as cash collateral, including:

- a. \$13,625,000 pledged by Forseed;
- b. \$4,365,000 pledged by 1104; and
- c. \$5,600,000 pledged by a company called CM Grouse Mountain (LP) Ltd., which is a company related to the CM Guarantors.


31. I am advised that the Bank, either before or after the commencement of these proceedings, seized the sum of \$15,000,000 from Forseed's and 1104's accounts, and that it has applied that amount to the outstanding Loan balance. The remaining pledged funds, totalling \$8,600,000, have been frozen by the Bank.

32. In this regard, now shown to me, marked and attached to this my affidavit as **Exhibit "J"** is a copy of an email exchange between counsel for the Borrowers, Scott Turner, and counsel for the Petitioner, Kibben Jackson, in which Mr. Jackson confirms the Petitioner's application of the cash collateral.

33. I note that in his response to Mr. Turner's email, Mr. Jackson says that the Petitioner has not been provided with an explanation as to the source of the funds being deposited to the Partnerships' account. I have provided that explanation above: this is money deposited by FirstService on account of the rent from the Harlow Lands. The Borrowers hereby provide their undertaking to continue to direct FirstService to deposit any net rent revenue to the Partnership's BMO account during any redemption period or as otherwise directed by the court.

SWORN BEFORE ME at the City of )  
Vancouver, in the Province of British )  
Columbia, this 2 day of December, 2023. )

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits for )  
the Province of British Columbia )  
**DING HAN** )  
*Barrister & Solicitor* )  
#1600 - 409 GRANVILLE STREET )  
VANCOUVER, B.C. V6C 1T2 )  
604-336-0091 )

  
\_\_\_\_\_  
KANG YU CANNING ZOU

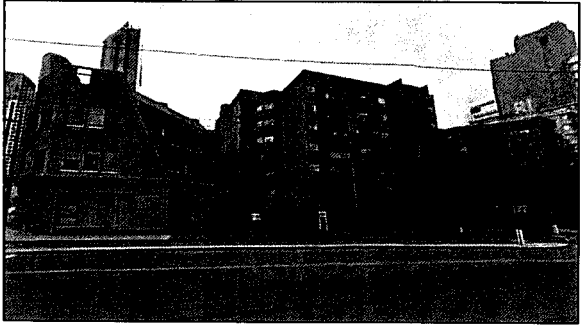


This is Exhibit "A" referred to in the  
Affidavit of KONG YU CANNING 200.  
sworn (or affirmed) before me at

Vancouver, B.C.  
this 12 day of December, 2023.

[Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia

**Appraisal of a Mixed-use  
Development Site**



located at:

**1045 Haro Street  
Vancouver, BC**

effective date of valuation:

**July 31, 2023**

prepared for:

**Haro and Thurlow Acquisition Corp.**



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August 4, 2023

**Our Reference Number: 2306-3407**

Haro and Thurlow Acquisition Corp.  
#3300 – 1021 West Hastings Street  
Vancouver, BC V6E 0C3

**Attention:**     Mr. Kenny Zou

**Re:   APPRAISAL OF A MIXED-USE REDEVELOPMENT SITE  
      LOCATED AT 1045 HARO STREET, VANCOUVER, BC**

In response to your request, we prepared a full narrative appraisal of the above referenced property with the objective of estimating the market value of the fee simple interest in the subject property based on the proposed development concept with a high rise mixed use project, concluded as the highest and best use of the subject property, as of the effective date of this appraisal. It is our understanding that the appraisal will be used to arrange mortgage financing.

The Subject Property comprises a rectangular shaped parcel with a total gross site area of ±43,258 sq.ft. according to the rezoning document provided by our client and with cross reference to BC Assessment records. The subject site is currently improved with a high-rise residential strata building and a low-rise commercial building over a common underground parking structure. The site is zoned DD and designated within “Burrard Corridor Area E” under the West End Community Plan, which supports redevelopment and increased density.

Discussions with the City of Vancouver Planning Department revealed that no formal rezoning or development permit applications regarding the subject property have been submitted to the City as of the valuation date. It is our understanding that our client has carried out pre-application work for a proposed high rise building on the subject site to offer a mix of ground oriented commercial retail units and 423 market residential condominiums with a total development density of 10.42 FSR.

We have utilized the direct comparison approach and land residual technique in providing an estimate of value of the subject land. After consideration of the previously discussed factors, we have concluded the final estimate of market value of the subject land component, based on the proposed development concept, as follows:

**ONE HUNDRED AND NINETY-TWO MILLION DOLLARS**  
**(\$192,000,000)**

**The value concluded above reflects the as is market value of the subject land component based on its highest and best use. No consideration has been given to the existing improvements on site.**

Our report, containing an addendum, is attached and forms the basis of this opinion. Your attention is directed to the assumptions and limiting conditions outlined in the report that may have impact on our opinion. Our report has been prepared for the exclusive use of Haro and Thurlow Acquisition Corp. to assist our client with obtaining mortgage financing. We are not aware of any third party (parties) that are likely to see or rely on the report; liability in this respect or for any other use is expressly denied.

This report has been prepared to meet Canadian Uniform Standards of Professional Appraisal Practice. Should any questions arise by reason of this report, please contact the undersigned at your convenience.

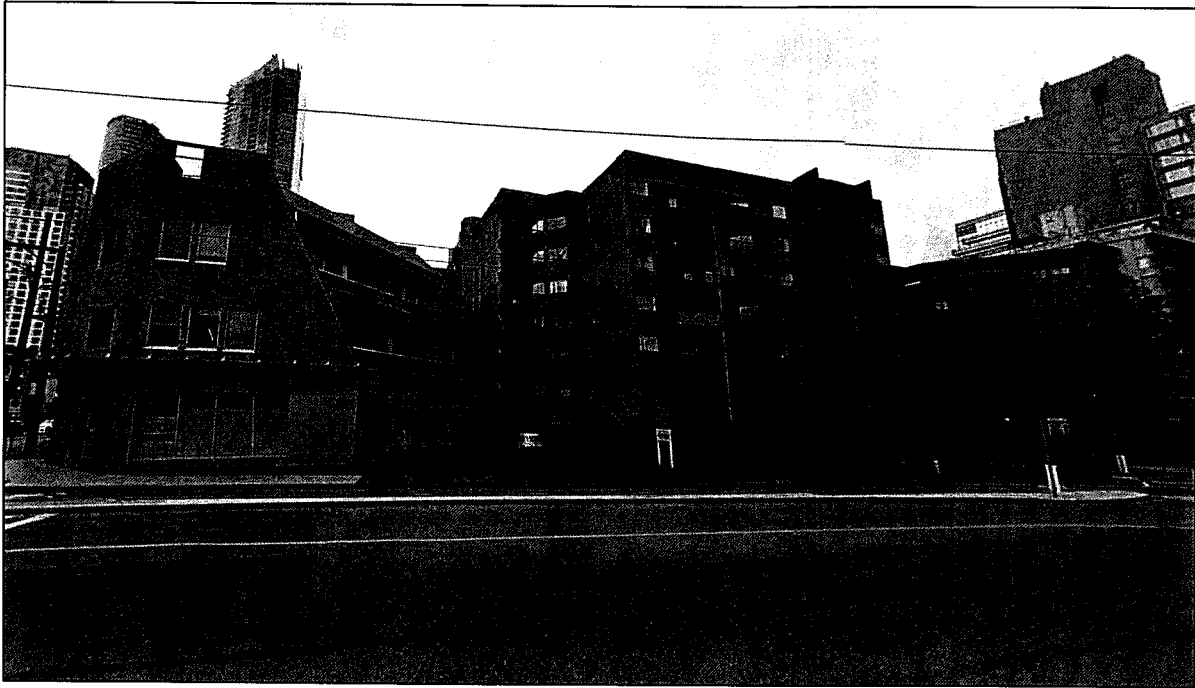
Yours truly,  
**L.W. Property Advisors Ltd.**



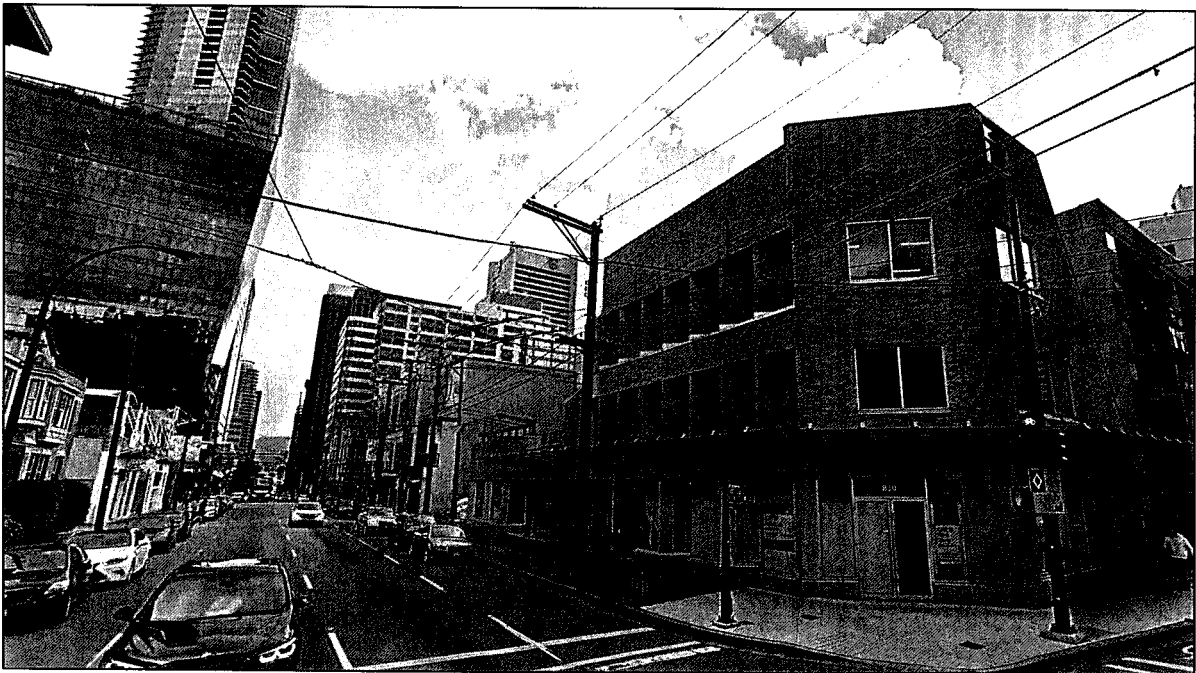
Per: Rose Wang  
B. Comm., AACI, P.App.  
AIC Membership No. 902311  
Signed: August 4, 2023



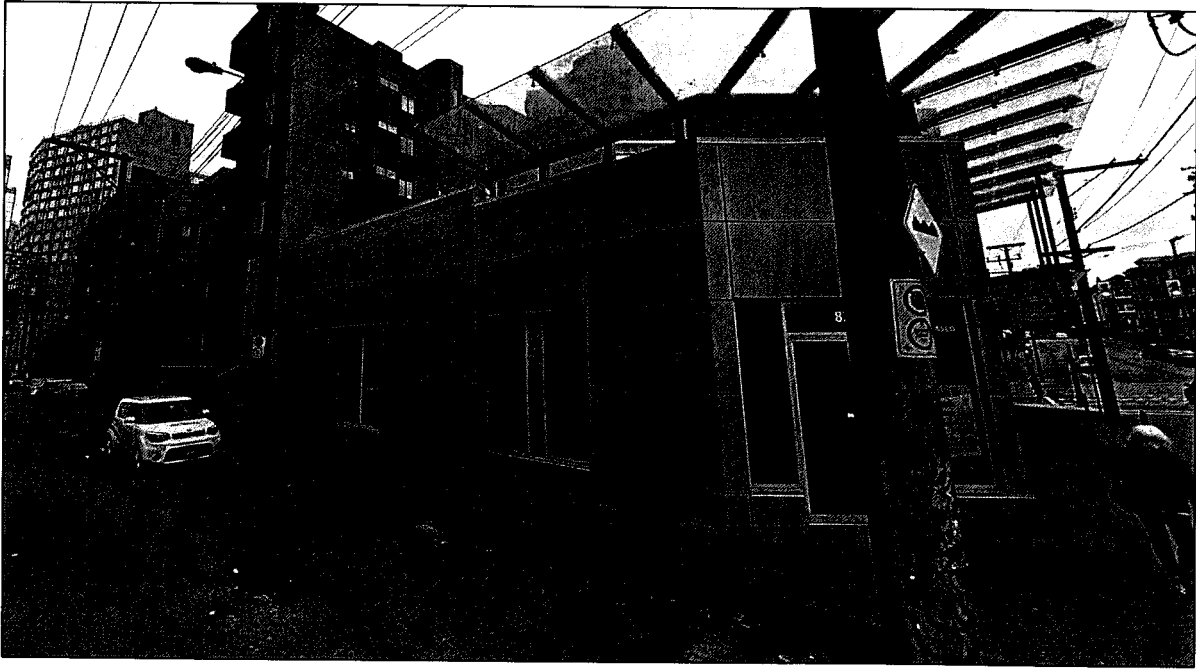
Photographs of the Subject Property



View from Haro Street



View from Thurlow Street



View from Rosemary Brown Lane



Aerial view of the subject site

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## addenda

Appendix "A" Copy of the Title Information

Appendix "B" Copy of the DD Zoning Bylaw

Appendix "C" Copy of the Rezoning Document provided by the Client

Appendix "D" Copy of the Certificate of Pending Litigation

Appendix "E" Copy of Project Proforma provided by the Client

Appendix "F" Qualifications of the Appraiser

## 1.0 SUMMARY OF SALIENT FACTS

<b>Effective Date of Valuation:</b>	July 31, 2023						
<b>Civic Address:</b>	1045 Haro Street, Vancouver, BC						
<b>2023 Property Assessment:</b>	<table> <tr> <td>Land:</td> <td>\$97,532,000</td> </tr> <tr> <td><u>Improvement:</u></td> <td><u>\$510,300</u></td> </tr> <tr> <td><b>Total:</b></td> <td><b>\$98,042,300</b></td> </tr> </table>	Land:	\$97,532,000	<u>Improvement:</u>	<u>\$510,300</u>	<b>Total:</b>	<b>\$98,042,300</b>
Land:	\$97,532,000						
<u>Improvement:</u>	<u>\$510,300</u>						
<b>Total:</b>	<b>\$98,042,300</b>						
<b>2023 Property Tax:</b>	\$360,946.00						
<b>Zoning:</b>	DD (Downtown District)						
<b>West End Community Plan:</b>	Burrard Corridor Area E						
<b>Gross Site Area:</b>	<p>43,258 sq.ft.</p> <p>(According to rezoning document provided by our client with cross reference to BC Assessment Records)</p>						
<b>Proposed Development:</b>	A high-rise mixed-use development comprising of ground floor commercial retail space and 423 strata titled market residential units.						
<b>Potential Gross Building Area:</b>	450,951 sq.ft. (10.42 FSR)						
(For FSR Calculation)	(Based on rezoning document provided by our client)						
<b>Potential Saleable Area:</b>	<table> <tr> <td>Residential</td> <td>333,364 sq.ft.</td> </tr> <tr> <td><u>CRU</u></td> <td><u>55,820 sq.ft.</u></td> </tr> <tr> <td><b>Total:</b></td> <td><b>389,184 sq.ft.</b></td> </tr> </table> <p>(Based on rezoning document provided by our client)</p>	Residential	333,364 sq.ft.	<u>CRU</u>	<u>55,820 sq.ft.</u>	<b>Total:</b>	<b>389,184 sq.ft.</b>
Residential	333,364 sq.ft.						
<u>CRU</u>	<u>55,820 sq.ft.</u>						
<b>Total:</b>	<b>389,184 sq.ft.</b>						

**SUMMARY OF SALIENT FACTS**

(Continued)

**CONCLUSIONS**

**Highest and Best Use:** Holding properties for future mixed-use redevelopment in accordance with general guidelines set out by the City, subject to obtaining City approvals.

**Direct Comparison Approach** \$191,650,000

**Land Residual Technique** \$192,320,000

**Final Estimate of Value (as is)** \$192,000,000

\*Our valuation is based on the current preliminary development plan provided by our client, and is subject to change should any updates or amendments are made to the proposed plan as the project progresses to the next stages.

## 2.0 DEFINITION OF THE APPRAISAL EXERCISE

### EFFECTIVE DATE OF VALUATION

This appraisal reflects a value estimate as of July 31, 2023, the date of inspection.

### TERMS OF REFERENCE

We have been instructed by our client, Haro and Thurlow Acquisition Corp. to prepare a full narrative appraisal report estimating the market value of the fee simple interest in the subject property based on the proposed high density mixed use development. We note that the subject will require rezoning approval to accommodate the intended project. The function of this report is to assist our client in arranging and obtaining mortgage financing.

### SCOPE OF APPRAISAL

The scope of this appraisal encompasses the research and analysis necessary to provide an estimate of market value for the subject property in accordance with the Canadian Uniform Standards of Professional Appraisal Practice.

- Rose Wang inspected the subject properties from Haro Street on July 31, 2023, the valuation date;
- inspected the neighbourhood and researched market trends and competitive properties;
- verified factual information relating to property taxes and assessments from BC Assessment Authority records;
- other property data (i.e. site dimensions, site areas and zoning) have been compiled from public records at the City of Vancouver City Hall;
- determined Highest and Best Use of the properties from an analysis of the site, surrounding land improvements, land use trends, and financial data;
- detailed planning and engineering consulting services lie beyond the scope of this appraisal. No geotechnical, environmental or engineering reports have been supplied to us in conjunction with this assignment;
- obtained sales data for comparable properties from our office files, Multiple Listing Service, Altus Data Studio, Zonda Urban (formerly Urban Analytics), AutoProp and other real estate agents;
- We were not required to inspect the existing improvements on the subject site for the purpose of this appraisal.
- Utilized the Direct Comparison Approach and Land Residual Technique in providing a market value estimate for the subject site.



**Listed below are the hypothetical and extraordinary limiting conditions that apply to this assignment.**

- Our inspection is not a technical inspection of the land or improvements and it is not to be interpreted as such.
- We assume the site is not subject to a land claim and it was valued as if un-encumbered.
- We assume the site is clean and not contaminated from past and or present uses.

**PROPERTY RIGHTS APPRAISED**

The property rights appraised are those of the "fee simple" interest defined as:

*"The greatest interest an individual can own in land, or complete ownership in law, subject only to the governmental powers of taxation, expropriation, escheat and police powers."*

**DEFINITION OF MARKET VALUE**

The "Canadian Uniform Standards of Professional Appraisal Practice" (2020 Standards), defines Market Value as:

*"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."*

*Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised, and acting in what they consider their best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of Canadian dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

**DEFINITION OF THE APPRAISAL EXERCISE (continued)****VALUE UPON COMPLETION OF CONSTRUCTION**

This value presumes that the subject's ongoing or proposed construction, conversion or rehabilitation will be completed to the standard described within this report and also within the time frame indicated. Completion of construction is assumed to be when all construction and development costs have been expended and the building made ready for occupancy, either for lease or sale. Implicit in this definition is that the value reported is one based on present market conditions pertaining and perceived by market participants as of the date of the report and is not based on hypothetical and/or insubstantial future movements in the market.

**DEFINITION OF GROSS SELLOUT PRICE**

"Gross Sellout Price" as used in this report reflects the sum of the individual unit values only, assuming construction of each unit is complete and a reasonable absorption period has been allocated. The gross sellout price does not reflect market value of the entire development if sold in a single transaction.

**STATEMENT OF COMPETENCY**

The professional staff at L.W. Property Advisors Ltd. and Rose Wang, the appraiser responsible for this valuation, have experience in the valuation of mixed-use development properties. In this regard, we have the knowledge and experience to complete this appraisal assignment and have appraised and analyzed this type of property before.

**EXPOSURE TIME**

Exposure time is the estimated length of time the properties would have been offered prior to a hypothetical market value sale on the effective date of valuation. It is a retrospective estimate based on an analysis of past events, assuming the competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable market effort. Exposure time is therefore interrelated with the conclusion of value.

In consideration of these factors, we have analyzed the following:

- Exposure periods of comparable sales revealed during the course of this appraisal;

- Exposure time for similar properties in comparison to the subject property as published by the *Greater Vancouver and Fraser Valley Real Estate Boards*; and
- Knowledgeable real estate professionals.

Based on the foregoing analysis, an exposure time of 6 to 12 months is reasonable, defensible, and appropriate. L.W. Property Advisors Ltd. assumes the subject property would have been competitively priced and aggressively promoted regionally.

### 3.0 IDENTIFICATION OF THE SUBJECT PROPERTY

#### CIVIC ADDRESS AND LEGAL DESCRIPTION

1045 Haro Street, Vancouver, BC

Legal Description:

LOT 1 BLOCK 5 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP85244

Title Number: CA7024176

PID: 030-552-265

#### REGISTERED OWNER

HARLOW HOLDINGS LTD., INC.NO. BC1164525

#3300 - 1021 WEST HASTINGS STREET

VANCOUVER, BC V6E 0C3

#### REGISTERED CHARGES

A review of title information for the subject indicates a legal notation and numerous charges are registered on the subject title, such as easement and indemnity agreements and priority agreements. In addition, the following charges are also registered on the subject's title certificates:

- A mortgage (CA7024178) and an assignment of rents (CA7024179) are registered to Bank of Montreal on August 27, 2018;
- A mortgage (CA7151176) and an assignment of rents (CA7151177) are registered to 1104227 B.C. LTD., Forseed Haro Holdings Ltd. and 0699099 B.C. LTD. on October 25, 2018;
- A certificate of pending litigation (CA9504577) is registered to Treasure Bay HK Limited on November 15, 2021.

Under the scope of this appraisal, we have assumed that the legal notation and charges registered on the subject title do not adversely impact the value and developability of the subject property. We recommend the reader to obtain opinion from a legal professional if more in depth information regarding the legal notation and charges on title is required. A copy of the title certificate is attached in addenda as Appendix "A" and a copy of the Certificate of Pending Litigation is attached in the Appendix as Appendix "D".

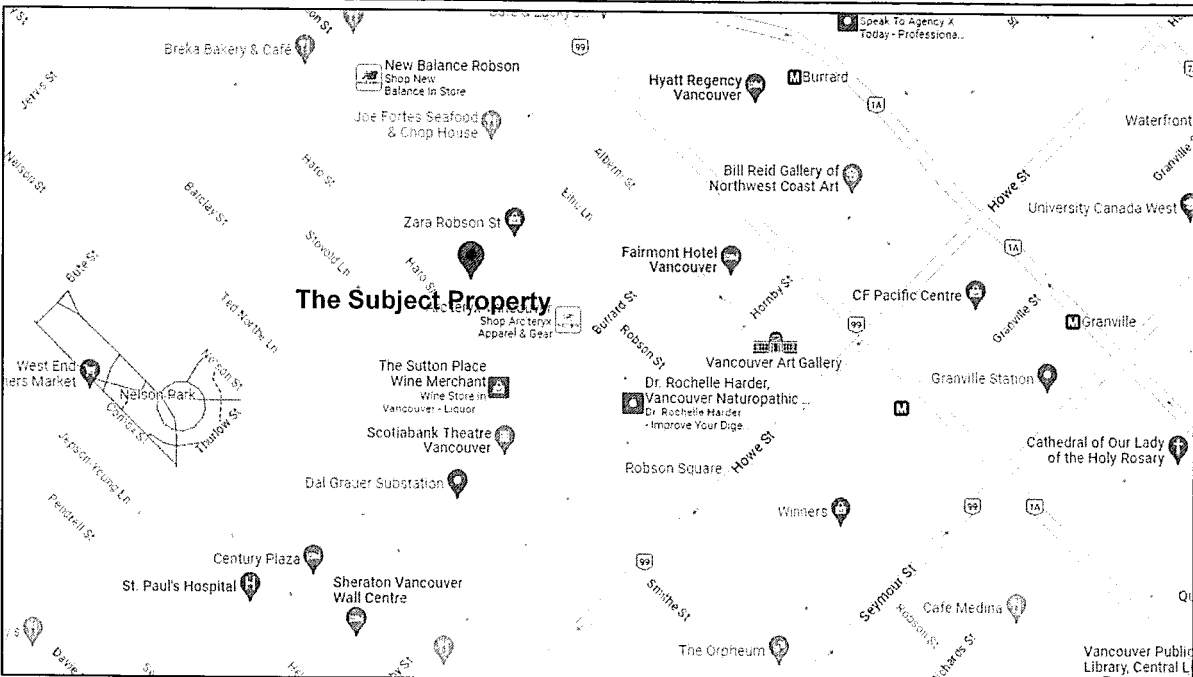
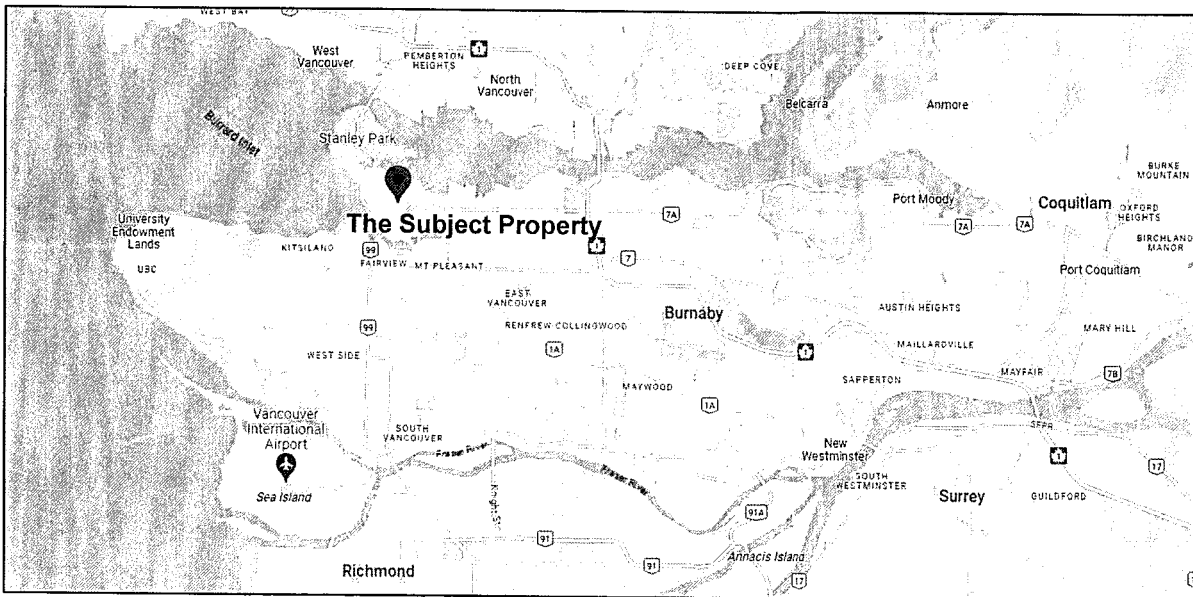
**PROPERTY HISTORY**

According to public records, our client purchased the subject property for a total consideration of \$164,750,000 on August 27, 2018. To the best of our knowledge, the subject properties did not have any other market transactions within the past 7 years. It is our understanding that the subject property is not listed for sale nor under contract of purchase and sale as of the effective date of the appraisal.

### 4.0 MARKET AREA DESCRIPTION

#### GENERAL VICINITY

The Subject Property is located within the West End District in the City of Vancouver. More specifically, the Property is located on the northeast corner of Haro Street and Thurlow Street, and along the south side of Rosemary Brown Lane. The location of the Property is identified on the regional and neighbourhood maps illustrated below.





**MARKET AREA DESCRIPTION (continued)**

The Subject Property is located within the West End neighborhood, which is governed by the West End Community Plan, as well as the Downtown District zoning and development bylaws. West Georgia Street, the downtown core's main east/west thoroughfare, is situated 4-5 blocks north of the Subject. West Georgia Street provides access to the Lions Gate Bridge which links the downtown peninsula with North Vancouver and West Vancouver. Stanley Park, which is accessible from West Georgia Street, is located north-west of the Subject. The residential neighborhood of Coal Harbor and Burrard Inlet are also situated just north of subject. The Subject property is within walking distance to the Coal Harbor seawall.

**NEIGHBOURHOOD AND OCCUPANT ANALYSIS**

The immediate area surrounding the Subject Property is a fully developed existing commercial and residential neighbourhood comprising hi-rise buildings and a mix of commercial/retail, office, and multi-family residential properties situated along Robson Street, Alberni Street, West Georgia and West Hastings Street. Businesses within the vicinity of the Subject Property include a number of retail shops, offices, hotels, and restaurants. To the immediate east and west of the Property are a number of high-density, multi-family stratified condos/apartments and mixed-use developments containing ground floor retail component, offices and upper floor residential units.

Robson Street is known as Vancouver's prime commercial retail corridor containing a variety of retail outlets. The street provides east to west arterial within the West End neighbourhood. Robson Street's prime commercial corridor generally extends from Burrard to Bute Street. Alberni Street situated parallel to Robson Street is a secondary retail corridor. The area is characterized by high-end retail shops, high rise office towers, major hotels, and large shopping centre buildings. The Central Business District (CBD) in the City of Vancouver is located just minutes northeast of the subject neighbourhood.

Vancouver's Downtown District will continue to remain as the highest-density commercial area within the City and within the Greater Vancouver Region. The neighbourhood offers easy access to public transportation systems in the area including Translink, Canada Line, Sky Train, and major thoroughfares such as West Georgia Street, Hastings Street, Pender Street, Burrard/Granville Street Bridge, and Lions Gate Bridge providing linkages to North/West Vancouver and surrounding market.

**MARKET AREA DESCRIPTION (continued)**

It is important to note that the subject area is just outside of the Robson Village boundaries. Robson Village serves as a major regional shopping and entertainment district and features high-end national and international retailers. The Nordstrom store at the corner of Granville Street and Robson Street, east of the main Robson Village shopping area has drawn retail activity eastwards. Alberni Street, one block north of the main Robson Street shopping node has also drawn the high-end retail sector away from Robson Village.

Lower Robson, on the other hand, due to its geographic separation from the Robson Village area, has tended to maintain its neighborhood character and continues to attract more local tenants' intent on providing services and amenities to the immediate surrounding community. Rents and occupancy have remained relatively stable in this area of Robson Street.

Just northwest of Property, situated on the southwest corner of Robson Street and Nicola Street is a 34-storey mixed-use development currently in the construction phase known as Landmark on Robson. As of June 29<sup>th</sup>, 2023, the construction has reached a point where the building has been topped out, and window installation and exterior cladding are currently underway. The development comprises of 124 residential units in the first tower while the second contemplated tower holds 113 residential units. The East tower is expected to be complete in 2023, while the West Tower is currently being marketed for sale, with an estimated completion date of early 2024.

Directly southwest of the subject property is a proposed development named Barclay Tower, comprised of a 47-storey concrete building and consisting of 295 units and 295 parking spaces, as well as a social housing component for a total of 374 rental units (294 Market Strata) and 79 social housing units. Most recently, the development was still in the rezone application stage; but rezoning was approved, and the submission of the development permit application to be determined as of June 29<sup>th</sup>, 2023. It's estimated for approval/launch in 12-24 months and has no other updates as of now.

One block south of Barclay Tower, along the northern side of Nelson Street is a 60 storey, multi-use high-rise development named Curv. Currently in the pre-construction and grand opening (sales) stages, sales for units began on May 27<sup>th</sup>, 2023, with completion estimated for early 2029. Based on conversations with project representatives, it has been estimated that project achieved around 100 sales since starting, with

most interest from Persian and Chinese communities who are entrepreneurs or downsizers. The project is blending at an overall blended price of \$2,500 PSF as of June 2023.

Directly east of the Curv development is another high-rise rental development, comprising of 57 storeys and with 331 total units consisting of units ranging from 1-bedrooms to penthouse suites. This development is named "Butterfly" and is currently in the interior finishing stages with an expected first occupancy date of end of November 2023. The development is 95% sold out with no new sales reported in Q2-2023. As of June 2023, buyers have been reported to mostly be wealthy Chinese as well as other buys focusing on purchasing a secondary investment property. There are no other updates as of now.

The Subject Property is easily accessible and is within proximity to major arterials providing access to North and West Vancouver. The immediate area is improved with single or two-storey retail buildings on both sides of Robson Street.

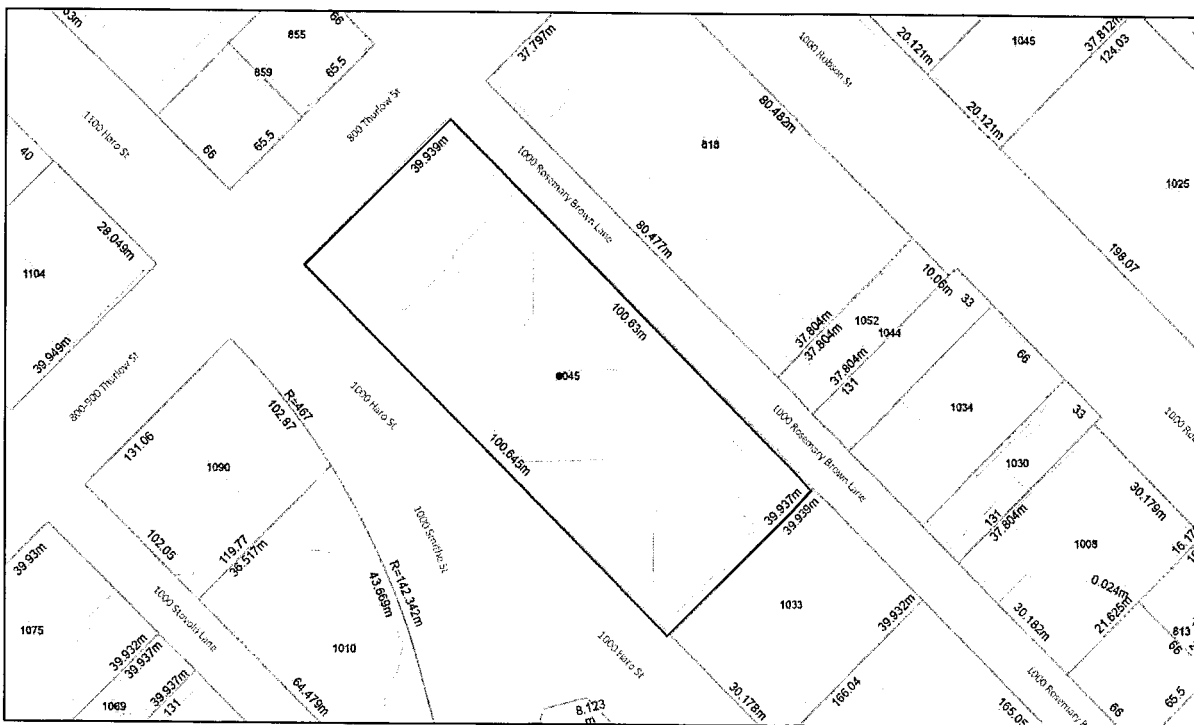
#### **SUMMARY**

The Subject Property is located within the area just northwest of the prime commercial/residential corridor along Robson Street and within the West End neighbourhood of Vancouver. In summary, the subject neighbourhood is a desirable location for a variety of commercial office/retail use given the established commercial location within the Downtown District and in close proximity to Vancouver's west side, West Vancouver and the North Shore. No adverse location influences detrimental to the Property's market potential or use potential are noted.

## 5.0 SITE DESCRIPTION

### DIMENSIONS AND SHAPE

The Subject Property comprises a rectangular shaped parcel with a total gross site area of ±43,258 sq.ft. according to the rezoning document provided by our client and with cross reference to BC Assessment records. The Property has roughly ±330 feet of frontage to the north side of Haro Street and approximately ±101 feet of frontage along the east side of Thurlow Street. A site plan obtained from the City of Vancouver’s GIS Map is illustrated below for visual reference.



### TOPOGRAPHY AND SOIL CONDITIONS

The subject site is generally level without significant change in elevation from one point to another. We assume that soil conditions and the underlying geology are adequate to support the proposed improvements. No representations are made concerning soil conditions (see Assumptions and Limiting Conditions).

### SITE SERVICES

All municipal services requisite for any potential development, including municipal water, sanitary sewer, electricity, gas and telephone, are assumed to be available to the subject site. No representations are

made concerning engineering and servicing requirements as this requires the services of a qualified engineer. We were not provided with any engineering reports regarding the servicing capacity in the area. For the purpose of this appraisal we assume that the current municipal services available to the subject site are adequate for existing improvement or any future development.

**STREET IMPROVEMENTS**

Haro Street is an asphalt paved secondary road and improved with concrete curbs, one lane in each direction, sidewalks, and overhead lighting. Thurlow Street is a one-way street that extends from northeast to southwest improved with concrete curbs, sidewalks, and overhead lighting. The subject is also serviced by Rosemary Brown Lane.



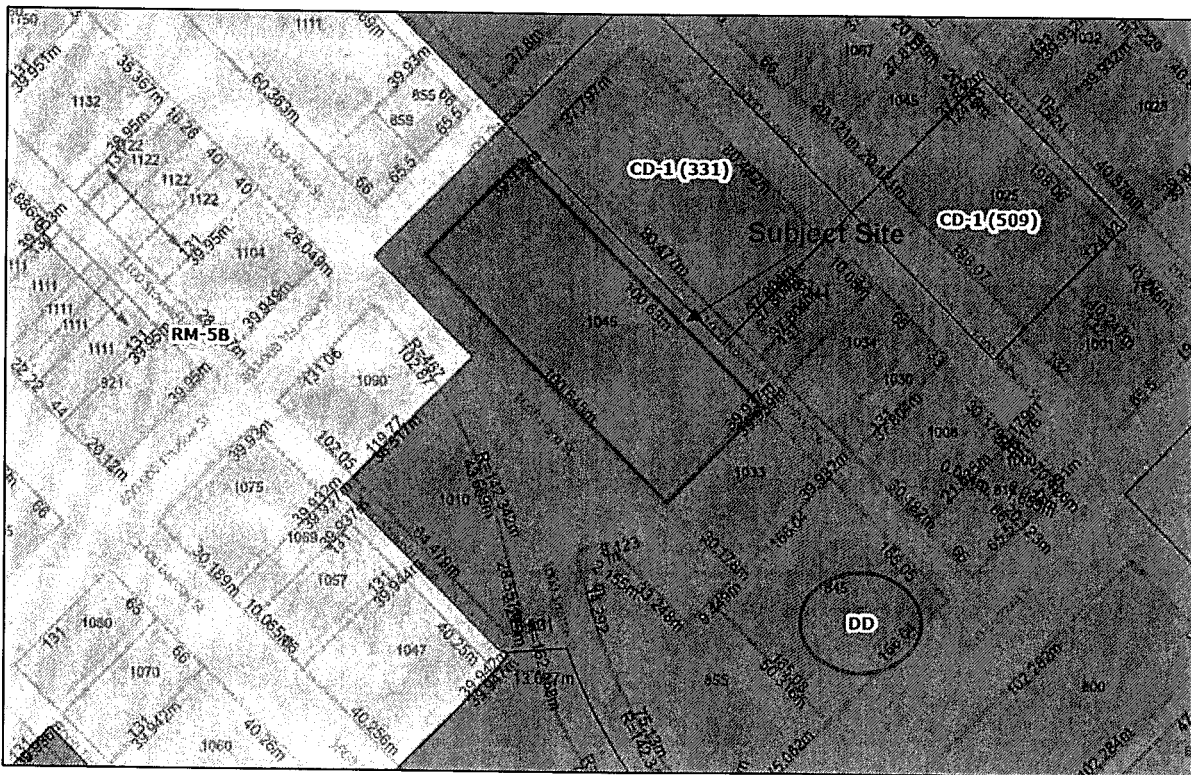
**CONCLUSION**

No adverse location influences detrimental to market potential or use potential are noted. Considering the subject site is situated in proximity to public transportation, public amenities and major arterials, the subject site is, in our opinion, well located for mixed-use or multi-family residential uses. Demand for properties and land in the area is good, particularly due to the location to major traffic modes.

6.0 ZONING AND PLANNING

**ZONING**

The subject property is zoned DD and designated within “Burrard Corridor Area E” under the West End Community Plan, which supports redevelopment and increased density. The Burrard Corridor is generally located between Burrard and Thurlow Streets, from Pacific Street to the laneway south of Robson Street (excluding the Village areas). The building heights can be considered up to a maximum of 550 feet where not restricted by view corridors in Area E. The permitted uses under the DD zoning bylaw include: commercial uses, including a body-rub parlour; residential uses; institutional uses; industrial uses (light); parks and open spaces; public uses and facilities, etc. A copy of the DD zoning bylaw is included in the Addenda as Appendix “B”.



The subject site is currently improved with a high-rise residential strata building and a low-rise commercial building over a common underground parking structure. The current use of the subject property appears to be legal and conforming to the DD zoning bylaw.



ZONING AND PLANNING

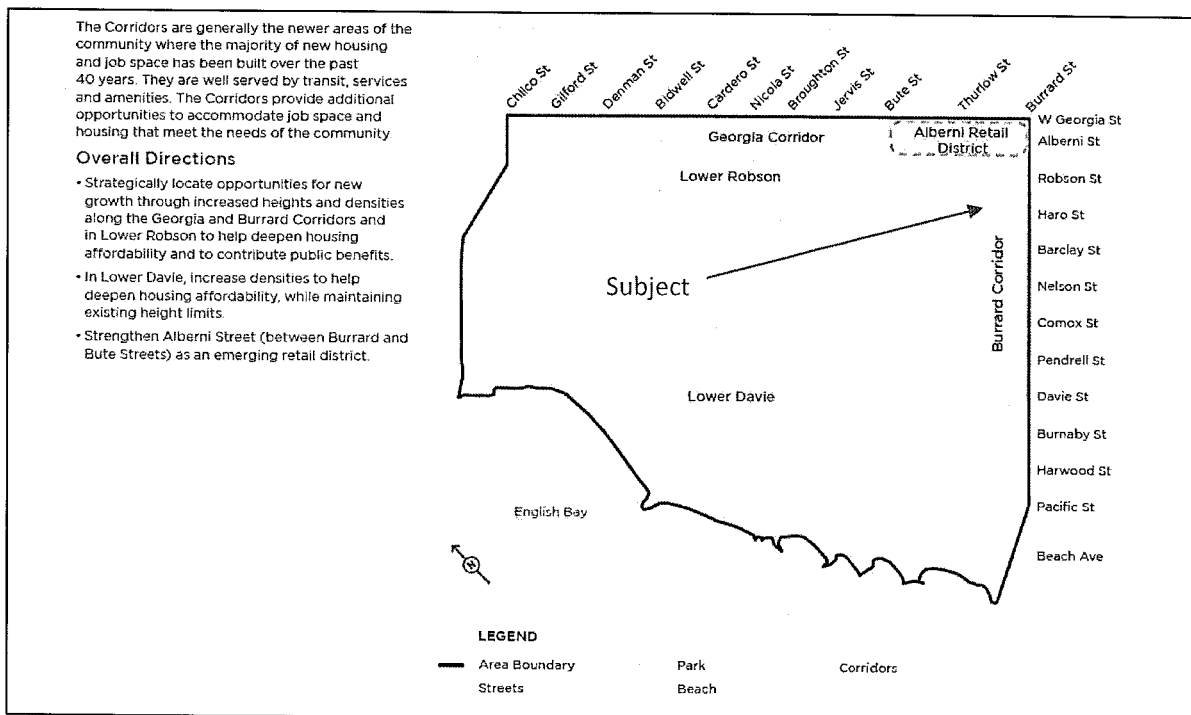
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**WEST END COMMUNITY PLAN**

The West End Community Plan was approved by City Council and adopted in November 2013 and updated in march 2023. The plan outlines the policies, guidelines, and actions for redevelopment and densification of the West End Neighbourhood as approved by City Council. The plan outlines 7 main principles which provide an overall direction for the West End Community Plan.

- Achieve a green, environmentally sustainable urban pattern;
- Support a range of affordable housing options to meet the diverse needs of the community;
- Foster a robust, resilient economy;
- Enhance culture, heritage and creativity in the city;
- Provide and support a range of sustainable transportation options;
- Protect and enhance public open spaces, parks and green linkages; and,
- Foster resilient, sustainable, safe and healthy communities.

Perusal of the West End Community Plan further indicates that the subject site is located within the "Burrard Corridor" sub-area, illustrated below:



The Burrard Corridor is generally located between Burrard and Thurlow Streets, from Pacific Street to the laneway south of Robson Street (excluding the Village areas). Considered the transition areas between the Neighbourhoods and the downtown, these are the newer areas of the West End where the majority of new housing and job space has been built over the past 40 years. They have a character similar to the downtown with mostly high-rise office, hotel, institutional and residential buildings, and are well served by transit, services and amenities.

The Burrard Corridors will accommodate additional job space and housing, close to transit, local services and amenities, which help meet the needs of the community.

More specifically, the subject lies within Area "E" of the "Burrard Corridor" planning area, with the following development and design policies:

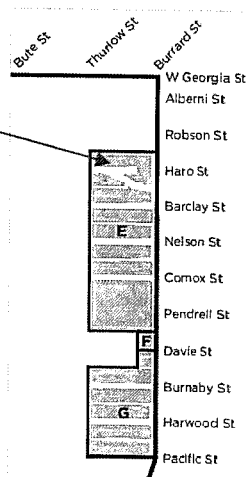
**Burrard Corridor**

- Building heights should not exceed view corridor limits (except in accordance with the General Policy for Higher Buildings). However, where not restricted by view corridors, building heights can be considered up to a maximum of:
  - Area 'E': 167.6 metres (550 feet)
  - Area 'F': 114.3 metres (375 feet)
  - Area 'G': 91.4 metres (300 feet)

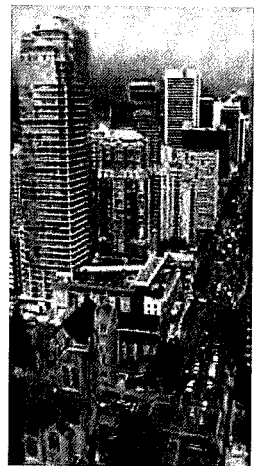
Building heights are subject to other Council-approved policies, guidelines, by-laws and urban design considerations, and a minimum site frontage of 39.6 metres (130 feet). Development proposals with frontages of less than 39.6 metres (130 feet) can be considered at the discretion of the Director of Planning, where these proposals include contributions to the Public Benefits Strategy, including secured market rental or social housing.

- Maximum densities will recognize urban design considerations on a site by site basis.
- To maximize views and sunlight on sidewalks, residential floor plates above the podium level(s) should not exceed:
  - Areas 'E' and 'F': 696.8 square metres (7,500 square feet)
  - Area 'G': 511 square metres (5,500 square feet)
- In Areas 'E', 'F', and 'G', rezoning applications to increase density can be considered. Where an application includes a residential component, density increases will be considered to support the Public Benefits Strategy (see 17.0 Public Benefits Strategy) for sites within the Downtown ODP, or to provide social housing for sites within the current RM-5A and RM-5B zones (see 8.0 Housing).
- New development in Area 'G' should be in the form of a tower with landscaping at grade (i.e., "tower in the park"), except for sites fronting onto Burrard Street, where a podium with commercial uses is appropriate.
- In Areas "E" and "G", rezoning applications to increase density for 100% secured market rental with a minimum of 20% of the floor area as below-market rental can be considered. Refer to the West End Rezoning Policy (2013).
- For 100% secured market rental buildings with a minimum of 20% of the floor area as below-market rental in Areas "E" and "G", floor plate maximums will be subject to Council-approved policies, guidelines, by-laws, and urban design considerations.

**Burrard Corridor:  
Areas 'E', 'F', and 'G'**



Burrard Street, looking north



Under the "Area E", a clear indication of development density was not suggested and will a case-by-case scenario. The maximum building height is restricted to 550 feet.

**REZONING & DEVELOPMENT APPLICATION**

Inquiry at the City of Vancouver Planning Department indicated no formal rezoning or development permit application regarding the subject has been submitted to the City as of the effective date of valuation.

According to the rezoning document and project proforma provided by our client, our client has proposed to construct a high density mixed-use project comprising ground floor commercial retail space and 423 market residential units. The proposed project has a gross building area (For FSR Calculation) of 450,951 sq.ft. which indicates an FSR of 10.42, based on the gross site area of 43,258 sq.ft. It is our understanding that even though no formal application regarding the subject has been submitted to the City, the current development concept and scheme are based on extensive pre-application studies and discussions with the City planners. They are reflective of the likely development form in the future.

The chart below illustrates the proposed gross building areas, saleable areas, development densities and building efficiencies for each component within the subject project.

Area Summary						
Component	Gross Building Area (Sq.ft.) For FSR	FSR	Building Efficiency %	Saleable Area (Sq.ft.)	Number of Units	Average Unit Size (Sq.ft.)
CRU	58,758	1.36	95.0%	55,820	-	-
Market Strata	392,193	9.07	85.0%	333,364	423	788
<b>Overall Total</b>	<b>450,951</b>	<b>10.42</b>		<b>389,184</b>		

**COMMUNITY AMENITY CONTRIBUTION**

The CAC (Community Amenity Contribution) enables the City to consider development applications and approve additional density in exchange for contributing a community benefit, such as parks and public gathering places, civic facilities, non-profit offices, affordable housing, cultural facilities, childcare centers, public realm and environmental enhancements. Where these provisions are not met on-site, a cash contribution-in-lieu is made to the City by a developer/applicant based on the value of additional density achieved through the density bonus. The funds are allocated exclusively for the future provision of a community amenity and/or affordable and/or special needs housing.

As of the effective date of this appraisal, we have estimated approximately \$200 per buildable sq.ft. on the density lift for potential CAC payment, which equates to a total of \$40,696,000 for the additional

density of 203,480 buildable sq.ft. This appears to be a generous estimation based on reported CAC's from other similar, high rise development projects within the Downtown Area. We note that formal discussion regarding the CAC amount has not been carried out between our client and the planning department of the City, and the final CAC amount is subject to change. This estimate is based on our client's experience with other similar projects in the past.

## 7.0 HIGHEST AND BEST USE

The definition of "Highest and Best Use" is as follows:

"The reasonably probable use of Real Property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value."

Source: (1) Canadian Standards of Professional Appraisal Practice, (2022).  
(2) The Appraisal of Real Estate, Third Canadian Edition

Many factors and appraisal principles become a consideration in the determination of "Highest and Best Use". These include: government regulations, supply, demand, anticipation, balance, surplus productivity, contribution, competition, etc. The definition also includes the presumption that the use is in keeping with the zoning and legal requirements.

The concept of "Highest and Best Use" recognizes that land use patterns can change over a given period and that the optimum use of a site is determined by need or demand at any given point in time. Elements affecting value that are dependent upon events or a combination of occurrences which, while within the realm of possibility, are not shown to be reasonably probable and should be excluded from consideration. This is also the case if the intended use is dependent on the uncertain act of another person.

The Subject Property comprises a rectangular shaped parcel with a total gross site area of ±43,258 sq.ft. according to the rezoning document provided by our client and with cross reference to BC Assessment records. The subject site has dual frontages onto Haro Street and Thurlow Street, and has a corner orientation, offering excellent commercial exposure and appeal. The subject site is currently improved with a high-rise residential strata building and a low-rise commercial building over a common underground parking structure.

The subject property is zoned DD and designated within "Burrard Corridor Area E" under the West End Community Plan, which supports redevelopment and increased density. The Burrard Corridor is generally located between Burrard and Thurlow Streets, from Pacific Street to the laneway south of Robson Street (excluding the Village areas). The building heights can be considered up to a maximum of 550 feet where not restricted by view corridors in Area E.

The immediate area surrounding the Subject Property is a fully developed existing commercial and residential neighbourhood comprising hi-rise buildings and a mix of commercial/retail, office, and multi-family residential properties situated along Robson Street, Alberni Street, West Georgia and West Hastings Street. Businesses within the vicinity of the Subject Property include a number of retail shops, offices, hotels, and restaurants. To the immediate east and west of the Property are a number of high-density, multi-family stratified condos/apartments and mixed-use developments containing ground floor retail component, offices and upper floor residential units.

Vancouver's Downtown District will continue to remain as the highest-density commercial area within the City and within the Greater Vancouver Region. The neighbourhood offers easy access to public transportation systems in the area including Translink, Canada Line, Sky Train, and major thoroughfares such as West Georgia Street, Hastings Street, Pender Street, Burrard/Granville Street Bridge, and Lions Gate Bridge providing linkages to North/West Vancouver and surrounding market. Considering the property is situated in proximity to public transportation, public amenities and major arterials, the subject properties are, in our opinion, well located for future mixed use development.

According to the rezoning document and project proforma provided by our client, our client has proposed to construct a high density mixed-use project comprising ground floor commercial retail space and 423 market residential units. The proposed project has a gross building area (For FSR Calculation) of 450,951 sq.ft. which indicates an FSR of 10.42, based on the gross site area of 43,258 sq.ft. It is our understanding that even though no formal application regarding the subject has been submitted to the City to date, the current development concept and scheme are based on extensive pre-application studies and discussions with the City planners. They are reflective of the likely development form in the future.

The chart below illustrates the proposed gross building areas, saleable areas, development densities and building efficiencies for each component within the subject project.

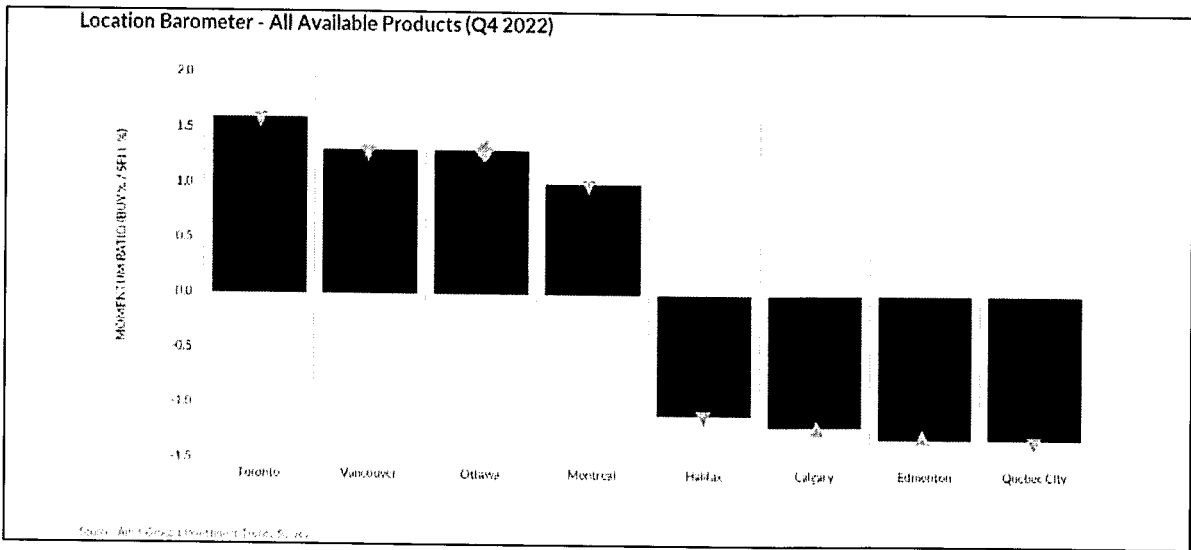
Area Summary						
Component	Gross Building Area (Sq.ft.)		Building Efficiency %	Saleable Area (Sq.ft.)	Number of Units	Average Unit Size (Sq.ft.)
	For FSR	FSR				
CRU	58,758	1.36	95.0%	55,820	-	-
Market Strata	392,193	9.07	85.0%	333,364	423	788
<b>Overall Total</b>	<b>450,951</b>	<b>10.42</b>		<b>389,184</b>		

The highest and best use analysis also considers the supply and demand factors for the potential multi-family units.

### **MACRO ECONOMIC ENVIRONMENT**

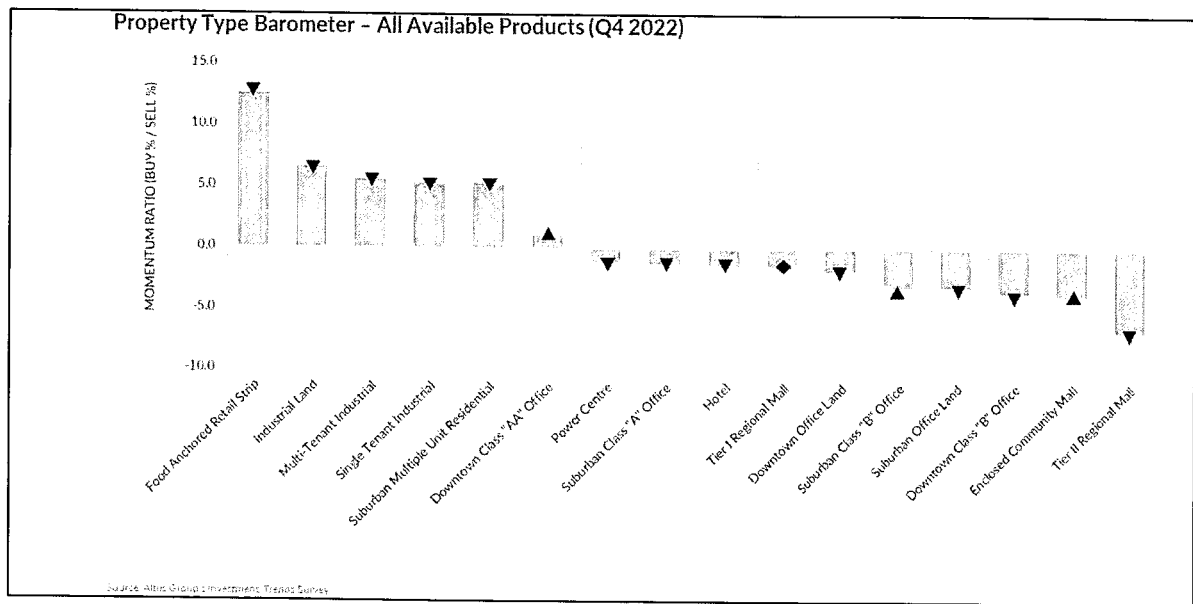
According to Statistics Canada (published June 9, 2023), overall employment was little changed in May 2023, as employment fell by 77,000 (-2.8%) for youth aged 15 to 24, and it increased by 63,000 (+0.5%) among people aged 25 to 54. The unemployment rate rose 0.2% to 5.2%—the first increase since August 2022. There were fewer people employed in business, building and other support services, as well as in professional, scientific and technical services. Employment increased in manufacturing, "other services" and utilities. Total hours worked fell 0.4% in May 2023, but were up 2.2% on a year-over-year basis. On a year-over-year basis, average hourly wages rose 5.1% (+\$1.61 to \$33.25) in May 2023.

In Altus Group's Canadian Investment Trends Survey for Q4 2022, the top three preferred markets by investors across all asset classes were Vancouver, Toronto, and Ottawa. Impacted by the anticipation of rising interest rates, the location barometer reported a downturn in the momentum ratio (the percentage of investors looking to buy vs. percentage of investors looking to sell) compared to the third quarter in most locational markets except for Edmonton and Calgary, where momentum ratios rose overall, and Ottawa, which was stable compared to the third quarter. Despite this predominant downturn trend quarter-to-quarter, the data indicates that investors still prefer to continue buying within Vancouver, Toronto, Ottawa and Montreal, with these markets still maintaining a positive buy-to-sell ratio. The chart below has been extracted from Altus Group's Canadian Investment Trends Survey for Q4 2022, illustrating the momentum ratio by location.



- AltusGroup.com, Canadian CRE Investment Trends Survey

Specifically, the top three preferred products over the final quarter of 2022, despite a reported downturn in each of their momentum ratios, were food-anchored retail strips, with food-anchored strips in Vancouver taking the top spot, industrial land and multi-tenant industrial assets. Other asset types maintaining a positive buy-vs-sell ratio include single tenant industrial, suburban multiple unit residential and lastly Downtown "AA" class office. The chart below has been extracted from Altus Group's Canadian Investment Trends Survey for Q4 2022, illustrating the momentum ratio by asset type.



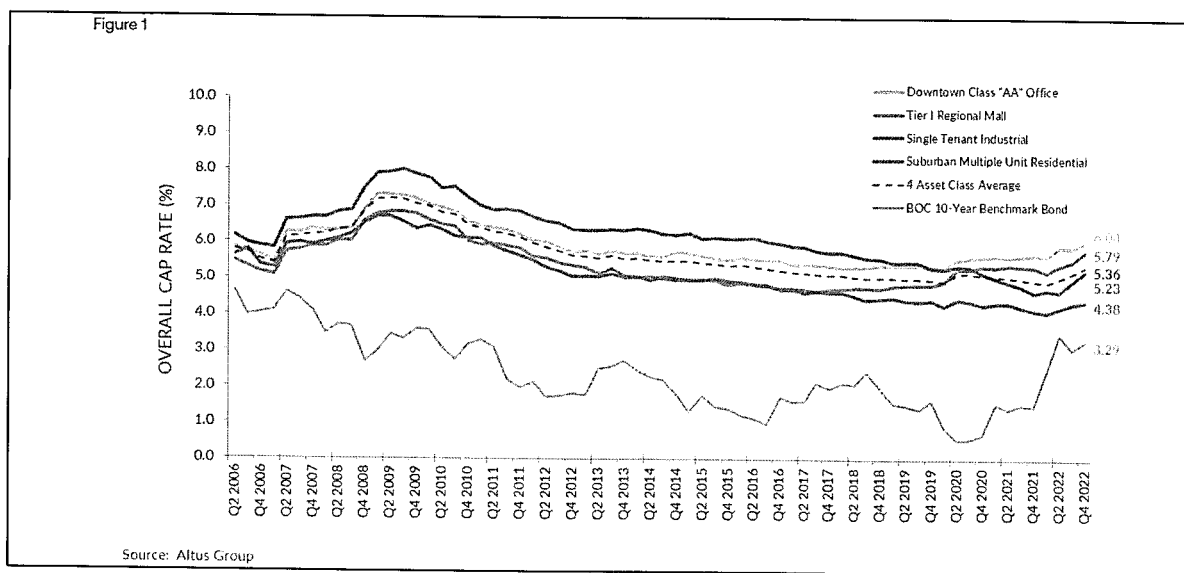
- AltusGroup.com, Canadian CRE Investment Trends Survey



It is anticipated that moving into 2023 investors will continue to prefer assets offering minimum potential risk and redevelopment opportunity (i.e. industrial, multi-family, food-anchored retail). With the cost of borrowing expected to continue to rise in 2023, and speculated upward pressure on cap rates across all major asset classes.

The latest market data from Altus Group’s Canadian ITS reveals that the overall capitalization rate (OCR) rose from 5.04% within quarter two 2022, to 5.17% in quarter three, and rose again to 5.36% in the fourth quarter of 2022. Compared to the final quarter of 2021, before Bank of Canada implemented the series of interest rate increases, the overall capitalization rate then was 4.95%. The rise in overall capitalization rate in 2022 demonstrated a smaller spread compared to the increase in overnight rate (from 0.25% to 4.25% by December 2022).

Specifically, an average capitalization rate of 4.39% was reported for suburban multi-family assets, representing the asset class with the smallest quarterly jump in cap rates (against single tenant industrial, regional malls and downtown AA office), owing to factors such as increased immigration and consumers turning towards renting as housing affordability remains a concern. This was stated to be a result of capitalization rate increases largely within Toronto, Quebec City and Halifax, whereas Vancouver, Edmonton and Calgary witnessed an overall capitalization rate compression for suburban multi-unit residential assets, compared to the third quarter of 2022. The chart below has been extracted from Altus Group’s Canadian Investment Trends Survey for Q4 2022, illustrating OCR by asset type.



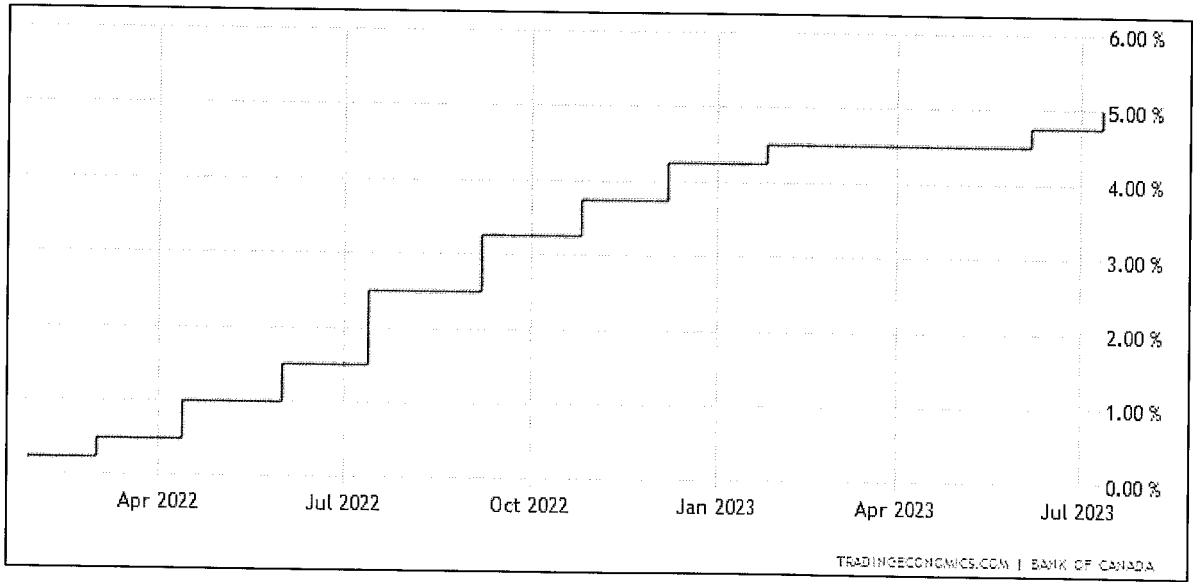
- AltusGroup.com, Canadian CRE Investment Trends Survey

While the first quarter of 2022 saw boosted levels of investment sales activity compared to the same period a year ago, rising interest rates appear to have caused a pause in investment activity particularly over H2 2022.

As interest rates rise, it often triggers value reduction in existing bonds as investors buy into new bonds, or potentially other assets, with higher yields. According to Trading Economics, Canada's 10-year government bond yield stood at 2.9% as at January 23, 2023, shortly following a 5-month low of 2.7% on January 18, 2023. In comparison, the 10-year government bond yield reportedly stood at 1.8% at the same time last year on January 25, 2022. Predictions for 2023 include fewer interest rate hikes by BoC, following the rate of increases over 2022.

In March 2022, Bank of Canada raised the overnight rate for the first time in two years, to 0.50%, followed by seven more increases over 2022 and 2023 to-date. Two increases of 0.50% each occurred in April and June 2022, another 1.00% increase in July 2022, a further 0.75% increase in September 2022 and a 0.50% increase in October 2022. Bank of Canada reported the most recent increases on December 7, 2022, by 0.50%, and again on January 25, 2023, by a further 0.25%. The current overnight rate in Canada is 5.00% after two increases of 0.25% each in June and July 2023.

The Graph available on the following page (published by Trading Economics) illustrates the Bank of Canada's interest rate to-date.



- Tradingeconomics.com/Canada/Interest-Rate, July 2023

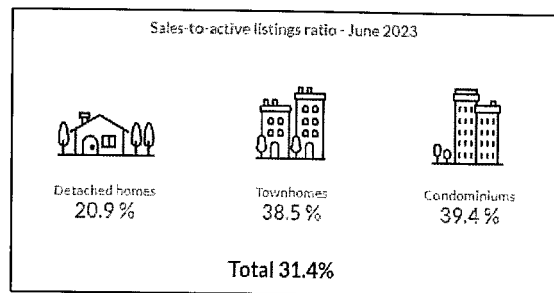
As interest rates rise, lending standards also tighten and investors' cost of capital increases. The impact of interest rate hikes, combined with the ongoing impact of a volatile geopolitical environment and the lingering aftermath of pandemic containment measures, will become more apparent as the year progresses and is likely to continue constraints on select investment activity.

**RESIDENTIAL MARKET OVERVIEW**

The Real Estate Board of Greater Vancouver (REBGV) reports that residential home sales in the region totalled 2,988 in June 2023, a 21.1% increase from the 2,467 sales recorded in June 2022. This was 8.6% below the 10-year seasonal average (3,269). In June 2023, the REBGV recorded the average number of days to sell an apartment was 22 days, 19 days for townhomes, and 25 days for single family detached homes. Sales of apartment homes reached 1,573 in June 2023, an 18.6% increase compared to the 1,326 sales in June 2022. The benchmark price of an apartment home is \$767,000. This represents a 0.5% increase from June 2022 and a 0.8% increase compared to May 2023.

REBGV Director of economics and data analytics, Andrew Lis, commented that "The market continues to outperform expectations across all segments, but the apartment segment showed the most relative strength in June. The benchmark price of apartment homes is almost cresting the peak reached in 2022, while sales of apartments are now above the region's ten-year seasonal average. This uniquely positions the apartment segment relative to the attached and detached segments where sales remained below the ten-year seasonal averages."

According to the Real Estate Board of Greater Vancouver (REBGV), for all property types, the sales-to-active listings ratio for June 2023 is 31.4%. By property type, the ratio is 20.9% for detached homes, 38.5% for townhomes, and 39.4% for apartments. Generally, downward pressure on home prices occurs



when the ratio dips below 12% for a sustained period, while home prices often experience upward pressure when it surpasses 20% over several months. The townhouse and condominium segments have continued with higher sales to listings ratios than the single-family segment.

**SUMMARY**

The subject properties have a high-profile location within Downtown Vancouver. Our client intends to redevelop the subject site with a high density mixed use project. The proposed development concept including building height, development density, proposed use, appear to be consistent with the general development pattern of the immediate area, especially consistent with the newer development projects completed/proposed in the recent years. It is our opinion that the proposed project represents superior utilization of the land component, and is likely to be supported by the City. It is our opinion that the highest and best use of the subject site has been concluded as a holding property for future mixed-use redevelopment in accordance with general guidelines set out by the City, subject to obtaining rezoning and development permit approvals.

## 8.0 SITE VALUATION

There are six methods in valuing development land properties. They include the Direct Comparison Approach, Abstraction Method, Extraction Method, Subdivision Development Method, Land Residual Technique, and Ground Rent Capitalization Method.

### **The Direct Comparison Approach**

In which recent sales of similar parcels of land are collected, analyzed, compared, and adjusted to reflect the similarity or dissimilarity of those parcels to the site of the subject property.

### **The Allocation Method**

Is based on the principles of balance and contribution, where a ratio of site value to property value is extracted from comparable sales, in competitive locations, and is then applied to the sale price of the subject property to determine the site value. This method is most commonly used in valuing residential subdivision lots; although is rarely the primary method of valuation.

### **The Extraction Method**

Is a technique in which the land value is extracted from the sale price of an improved property by deducting the contributory value of the improvements, often estimated at their depreciated cost, from the sale price. The remaining value represents the value of the land.

### **Land Residual Technique**

Is a method in which the net operating income attributable to the land is isolated and capitalized to produce an indication of the land's contribution to the total property.

### **Ground Rent Capitalization**

Is where market-derived capitalization rates are used to convert ground rent into an indication of land value.

### Discounted Cash Flow Analysis or Subdivision Development Analysis

Is where direct and indirect costs, and entrepreneurial incentive, are deducted from an estimate of the anticipated gross sales price of the finished lots; and, the net sales proceeds are discounted to present value, at a market-derived rate, over the development and absorption period. If entrepreneurial incentive is not deducted as a line-item expense, then the discount rate should reflect the full effect of any profit.

### DIRECT COMPARISON APPROACH

In this report, we have utilized the Direct Comparison Approach to estimate the Market Value of the subject property as though vacant and available for building. This method involves the process of comparing the subject with other sites of similar character, which have recently sold. The two methods of comparison are:

- Price per buildable sq.ft.
- Price per sq.ft. of site area

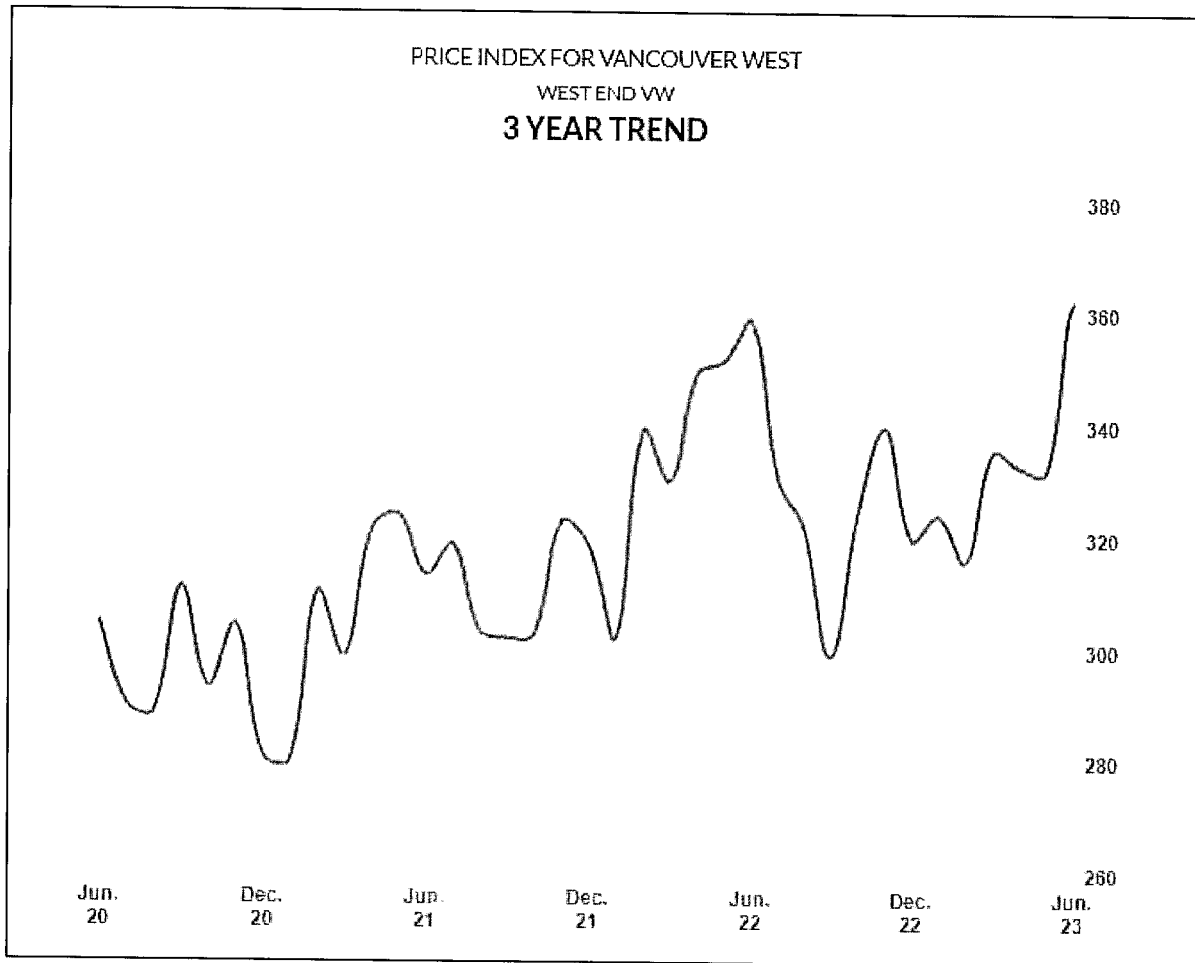
Typically, smaller sites will sell for higher values on a per sq.ft. basis when all other factors are equal; therefore, we have made adjustments to account for differences in site size. Sites capable of higher density development will frequently achieve lower values on a per buildable sq.ft. and per unit basis; however, typically achieve a higher value per sq.ft. of site area. Therefore, adjustments have also been made for differences in development potential.

Since the driving factor behind a development property's value is its development potential, we have utilized the price per sq.ft. of buildable area as our primary value indicator. It is also a commonly accepted and widely used method when valuing multi-family residential development properties in the Lower Mainland.

The tables on the following page illustrate the Home Price Index for apartment properties in the West End area since June 2020 as reported by the MLS® Home Price Index.

**HOME PRICE INDEX FOR VANCOUVER WEST**  
WEST END VW  
**JUNE 2023**

Benchmark	Price Index	1 Month +/-	6 Month +/-	1 Year +/-	3 Year +/-	5 Year +/-
<b>Apartment</b>						
\$677,300	342.8	-5.4	5.7	3.7	18.1	9.6



The chart below traces the monthly change in home price index for apartment properties in the West End community since January 2022. We have loosely based our time adjustments on this general price trend.

**REBGV Published Vancouver (West End) Apartment Benchmark Price**

Month	Benchmark Price	% Change as of June 2023
Jun-23	\$677,300	
May-23	\$716,200	-5.43%
Apr-23	\$656,600	3.15%
Mar-23	\$658,300	2.89%
Feb-23	\$663,300	2.11%
Jan-23	\$624,900	8.39%
Dec-22	\$641,100	5.65%
Nov-22	\$632,800	7.03%
Oct-22	\$671,800	0.82%
Sep-22	\$640,800	5.70%
Aug-22	\$591,400	14.52%
Jul-22	\$635,900	6.51%
Jun-22	\$653,300	3.67%
May-22	\$709,100	-4.48%
Apr-22	\$695,100	-2.56%
Mar-22	\$691,100	-2.00%
Feb-22	\$652,600	3.78%
Jan-22	\$670,800	0.97%
Dec-21	\$597,300	13.39%
Nov-21	\$630,300	7.46%
Oct-21	\$638,400	6.09%
Sep-21	\$598,600	13.15%
Aug-21	\$597,300	13.39%
Jul-21	\$600,200	12.85%
Jun-21	\$630,300	7.46%

**ANALYSIS OF COMPARABLES**

We have gathered recent sales of similar development properties in the City of Vancouver to provide a market indication for the subject properties. The chart on the following page includes recent sales of mid to high density mixed-use development sites located in Downtown Vancouver. The properties have various potential development densities ranging from 3.50 to 13.58 FSR, effectively bracketing the subject site. We have considered appropriate adjustments for location, development density, zoning status, size, orientation, transaction date, etc. We note that transactions of similar development properties demonstrating a high FSR such as that proposed by the subject are extremely limited.





No.	Location	Sale Price	Site Size (Sq.Ft.)	Zoning/FSR	Price/Sq.Ft. Site Area (sq.ft.)	Buildable Area (Sq.Ft.)	Price / Sq.Ft. Buildable (Sq.Ft.)	Comments
1	1082 Granville Street Vancouver	\$6,150,000 Mar-23 (Closed)	3,840	DD 3.50	\$1,601.56	13,440	\$457.59	Single legal lot located along Granville Street, between Helmcken and Nelson Streets. The property is zoned DD and belongs to sub-area K3 within the Downtown District OCP, with a suggested development density at 3.5 FSR. Residential use is permitted. No formal application regarding the property has been received as of the valuation date. Currently improved with a single-storey commercial building.
2	1065 Pacific Street Vancouver	\$18,950,000 Feb-23 (Closed)	12,969	RM-5A 2.42  11.19 (Proposed)	\$1,461.18	31,385  151,453 (Proposed)	\$603.79  \$125.12 (Proposed)	Single legal rectangular lot located on the north side of Pacific Street, just east of Thurlow Street. The property is currently zoned RM-5A which permits 2.0 FSR or upto 2.42 FSR if the lot is wider than 66.27' (property is 99' wide). The property is also designated as Area G within the Burrard Corridor (Alternative: 100% Secured Rental and Below-Market Housing policy in "Area E") of the West End Plan. Prior to the sale, on December 13, 2022, a development proposal was submitted to the City, proposing to rezone the site from RM-5A to CD-1 in order to develop a 32-storey residential building over five levels of underground parking accessed from the lane, comprising 144 secured market rental units and 36 below-market rental units with a proposed density of 11.19 FSR (151,453 sq.ft.). As of July 2023, the application was in the initial stages. The property is currently improved with a 3-storey 30-unit apartment building.
3	1525 Robson Street Vancouver	\$62,800,000 Jan-23 (Closed)	16,553	C-6 8.75	\$3,793.92	144,837	\$433.59	Single legal lot located on the north side of Robson Street and West of Nicola Street. The properties are zoned C-6 and belongs to Area B within the lower Robson Sub-area within the West End Community Plan, with a suggested development density up to 8.75 FSR. Additionally, the density can be further increased to 9.625 FSR when heritage density transfer is considered. No formal application regarding the property has been received as of the valuation date. The property is currently improved with a 6-storey and a 3-storey multi-tenant office building. Residential Permitted.
4	767 Nicola Street Vancouver	\$35,000,000 (Listing)	8,184	C-6 8.75 (Base)	\$4,276.64	71,610	\$488.76	Located at the corner of Nicola Street and Robson Street. The comparable belongs to "Lower Robson - Area B" within the West End Community Plan. The property is currently zoned C-6, permitting a development density of 8.75 FSR (Minimum 1.2 FSR Commercial) provided that 20% of the density is designated as social housing or 100% secured market rental. Additionally, the density can be further increased to 9.625 FSR when heritage density transfer is considered. The property is currently improved with a 6-storey strata titled development comprising 21 residential units and 3 commercial retail units. Residential permitted.
5	140 West Hastings Street Vancouver	\$7,250,000 Jun-22 (Closed)	6,000	DD 5.00	\$1,208.33	30,000	\$241.67	Single legal lot located on the south side of West Hastings Street, between Cambie Street and Abbott Street. The property is zoned DD and belongs to sub-area C2 within the Downtown District OCP, with a suggested development density at 5.0 FSR. Residential use is permitted. No formal application regarding the property has been received as of the valuation date. Currently improved with an older 2-storey commercial building.
6	1290 Hornby Street Vancouver	\$45,000,000 Sep-21 (Closed)	14,985	CD-1 10.28 (Approved)	\$3,003.08	154,042	\$292.13	Located at the northeast corner of Hornby Street and Drake Street. The comparable is currently zoned DD and designated "Sub-Area N" within Downtown District Official Development Plan, permitting a maximum development density up to 5.0 FSR. A rezoning application regarding the comparable has been submitted in December 2018 to rezone from DD to CD-1. The applicant has proposed to construct a 35-storey mixed-use tower comprising 159 strata titled market residential units, at 10.28 FSR. The application has been approved on July 7, 2022 and pending final adoption. Residential is permitted.
7	515 - 534 West Pender Street Vancouver	\$64,387,000 Nov-21 (Closed)	14,820	DD 7.00	\$4,344.60	103,740	\$620.66	Located at the corner of West Pender Street and Richards Street. Currently zoned DD and designated "Sub-Area C1" within Downtown District Official Development Plan, with a suggested maximum development density up to 7.0 FSR. No formal application regarding the property has been received as of the valuation date. Residential use is prohibited. Currently improved with a 6-storey parking lot. Residential prohibited.
8	800 - 804 Granville Street Vancouver	\$40,000,000 Apr-21 (Closed)	6,011	DD 11.47  13.58 (Current Proposal)	\$6,654.16	68,949  81,633	\$580.14  \$490.00	Located along Granville Corridor in the Granville Entertainment District, at the southeast corner of Granville Street and Robson Street. The properties are currently zoned DD and belong to "Sub-Area X1" within the Downtown District Official Development Plan, permitting a suggested development density at 3.5 FSR. Residential uses prohibited. As of April 2021, there has been a pre-application for the comparable properties as well as 810 - 816 and 822 - 876 Granville Street, overall proposal was a 17-storey office tower with ground floor commercial retail units and upper floor office space, at 585,016 sq.ft. or 11.47 FSR. In November 2022, a rezoning application regarding the overall land assembly (800 - 876 Granville Street) has been submitted to the City. The applicant has proposed to rezone the overall land assembly from DD to CD-1 to accommodate a mixed-use development comprising ground floor commercial retail space, a hotel, and office space within a 17-storey mixed-use building at 13.58 FSR. The rezoning application is currently under initial review.

**Comparable One (1082 Granville Street)** highlights the most recent March 2023 transaction of a single legal lot located along Granville Street, between Helmcken and Nelson Street, southeast of the subject within proximity. The comparable site only consists of 3,840 sq.ft. of gross site area and is similarly zoned as DD however, is in the K3 sub area, permitting a potential development density of 3.50 FSR. To date, no formal rezoning or development permit applications have been submitted as of the effective date of this appraisal. The comparable sold for \$6,150,000 and yields \$457.59 per buildable sq.ft. A downward adjustment is suggested as the comparable's much lower suggested FSR; however, an upward adjustment is required to reflect its small size and assembly requirement to facilitate redevelopment. Overall, the

comparable sale is felt to provide relevant market value support for the subject after considering all the factors discussed.

**Comparable Two (1065 Pacific Street)** is located on the north side of Pacific Street, just east of Thurlow Street in the West End area, southwest of the subject. The comparable is currently zoned RM-5A which permits 2.0 FSR or up to 2.42 FSR if the lot is wider than 66.27' (property is 99' wide). The property is also designated as Area G within the Burrard Corridor (Alternative is 100% Secured Rental and Below-Market Housing policy in "Area E") of the West End Plan. Prior to the sale, on December 13, 2022, a development proposal was submitted to the City, proposing to rezone the site from RM-5A to CD-1 in order to develop a 32-storey residential building comprising 144 secured market rental units and 36 below-market rental units with a proposed density of 11.19 FSR (151,453 sq.ft.). As of July 2023, the application was in the initial stages. The property is currently improved with a 3-storey 30-unit apartment building. The comparable site encompasses 12,969 sq.ft. of gross site area. The property recently sold in February 2023 for \$18,950,000 which either translates to \$125.12 per buildable sq.ft. based on the proposed gross buildable area of 151,453 sq.ft. (at 11.19 FSR) or \$603.79 per buildable sq.ft. based on the base density of 2.42 FSR under the existing RM-5A zoning. Upward adjustments are required for the subject's superior location in the heart of Downtown along with superior appeal for the ground floor commercial use. Additionally, since the comparable is restricted to rental use only, the sale price based on the redevelopment scenario at 11.19 FSR would require significant upward adjustment based on the subject's superior development appeal and lower FSR.

**Comparable Three (1525 Robson Street)** illustrates the January 2023 sale of a single legal parcel located along the north side of Robson Street and west of Nicola Street, northwest of the subject. The comparable property encompasses 16,553 sq.ft. of gross site area and is presently improved with an older 6-storey and a 3-storey multi-tenant office building. The property is presently zoned C-6 and designated "Area B" in the Lower Robson Sub-Area plan, within the West End Community Plan, allowing for mixed-use development up to 8.75 FSR, with minimum 1.2 FSR provided as commercial space, provided that 20% of the development density is social housing or 100% secured market rental. Additionally, a 10% density bonus can be achieved if heritage density transfer is practiced. To date, no formal rezoning or development permit application regarding the comparable has been submitted to the City of Vancouver. The January 2023 sale reflects \$433.59 per buildable sq.ft. and would require downward adjustment for

the comparable's smaller site size and lower potential development density. A slightly lower price per buildable is suggested for the subject property.

**Comparable Four (767 Nicola Street)** is the current listing of a residential redevelopment site located at the corner of Nicola Street and Robson Street, northwest of the subject in the West End neighbourhood. The comparable site is presently listed through "Colliers International" for \$35,000,000 and comprises 8,184 sq.ft. of gross site area. The property is currently zoned C-6 and designated "Lower Robson – Area B" within the West End Community Plan, allowing a maximum development density at 8.75 FSR with minimum 1.2 FSR provided as commercial space, provided that 20% of the development density is social housing or 100% secured market rental. Additionally, a 10% density bonus can be achieved if heritage density transfer is practiced. To date, no formal rezoning or development permit application regarding the comparable has been submitted to the City of Vancouver. The listing reflects \$488.76 per buildable sq.ft., based on the development densities of 8.75FSR, and would require downward adjustment for its listing status.

**Comparable Five (140 West Hastings Street)** represents the June 2022 transaction of a single legal lot located along the south side of West Hastings Street, between Cambie Street and Abbott Street, in the Gastown area, southeast of the subject. The comparable property comprises 6,000 sq.ft. of gross site area and was zoned DD at the time of sale. Perusal of the Downtown District Official Development Plan indicated the property belongs to sub-area C2, allowing mixed-use/residential development up to 5.0 FSR. To date, no formal rezoning or development permit application regarding the comparable has been submitted to the City. The June 2022 sale reflects \$241.67 per buildable sq.ft. After an upward adjustment for location and planning status, a higher price per buildable sq.ft. is warranted for the subject.

**Comparable Six (1290 Hornby Street)** is the September 2021 sale of a 14,985 sq.ft. land assembly comprising 5 parcels. The comparable property is located at the northeast corner of Hornby Street and Drake Street, southwest of the subject. The comparable site was previously zoned DD and belongs within "Sub-Area N" in the Downtown District Official Development Plan, permitting a maximum development density up to 5.0 FSR. Inquiry at the City of Vancouver Zoning and Planning department indicates that prior to the transaction date, a rezoning application regarding the comparable had been submitted in December 2018. The applicant proposed to rezone the comparable site from DD to CD-1 to accommodate a high-density multi-family residential development comprising 153 strata-titled market residential units

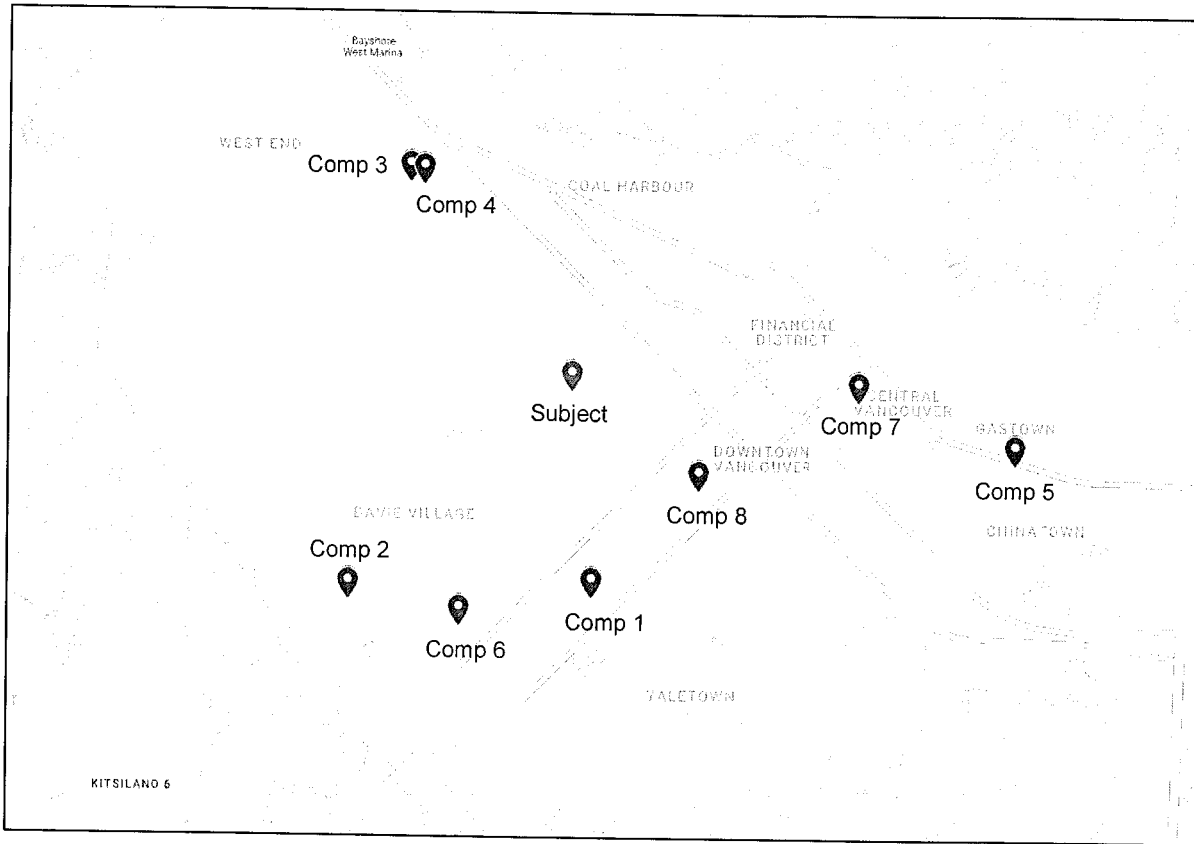
and approximately 10,531 sq.ft. of cultural amenity space within a 35-storey tower. To the best of our knowledge, the ground floor amenity space is to be owned by the City of Vancouver upon completion of the proposed project. On July 7, 2022, the comparable’s rezoning application was approved and pending final adoption. The comparable proposal indicates a gross building area of 154,042 sq.ft. and illustrates 10.28 FSR. The comparable sale reflects \$292.13 per buildable sq.ft. Upward adjustments are warranted for the location and inferior market when the property sold in 2021.

**Comparable Seven (516 – 534 West Pender Street)** illustrates a November 2021 sale within the Downtown area. The 14,820 sq.ft. corner lot has dual frontages along West Pender Street and Richards Street, just northeast of the subject within the CBD (Central Business District). At the time of sale, the comparable was improved with a 6-storey parking lot. The property is within sub area C1 of the Downtown District, which would allow for future development up to 7.0 FSR on an as is basis. We note that the comparable site does not permit any residential use. It is our observation that many properties in the immediate vicinity have been, or are in the process of being upzoned to accommodate high density office towers. Higher density may be achievable through more comprehensive pre-development studies. The November 2021 sale date is relatively recent; although development costs continued to rise since then, and there have been a number of increases in the interest rate by the Bank of Canada after the comparable’s sale date, putting downward pressure on land prices. The property sold for \$64,387,000 or \$620.66 per buildable sq.ft. based on the 7.00 suggested FSR under the Downtown District Official Development Plan.

**Comparable Eight (800 – 804 Granville Street)** illustrates the April 2021 transaction of a 6,011 sq.ft. parcel located at the corner of Granville Street and Robson Street, just southeast of the subject. The comparable site is presently zoned DD and designated “Sub Area K1” within the Downtown District Official Development Plan with a suggested density up to 3.5 FSR with residential uses prohibited. It is our understanding that as of April 2021, there was a pre-application for the comparable properties as well as 810 - 816 and 822 - 876 Granville Street. The pre-application includes a 17-storey office tower with ground floor commercial retail units and upper floor office space, at 585,016 sq.ft. or 11.47 FSR; however the final density is yet to be confirmed as the comparable project is still in a preliminary stage. In November 2022, a rezoning application regarding the overall land assembly (800 - 876 Granville Street) was submitted to the City. The applicant has proposed to rezone the overall land assembly from DD to CD-1 to accommodate a mixed-use development comprising ground floor commercial retail space, a hotel, and

office space within a 17-storey mixed-use building at 13.58 FSR. The rezoning application is currently under initial review. The transaction price of \$40,000,000 for this portion of the land results a price range from \$490.00 to \$580.14 per buildable sq.ft. based on the pre-application density at 11.47 FSR and current proposal at 13.58 FSR, respectively. We note a premium is evident for this transaction given it is the last remaining lot within the overall assembly.

**Land Comparable Map**



## SUMMARY

In estimating a land value for the subject site, we have analyzed the preceding comparables with consideration to the following items:

- The subject site consists of a single legal lot with a gross site area of approximately ±43,253 sq.ft., located on the east side of Thurlow Street between Haro Street and Rosemary Brown Lane, within the West End District in Vancouver Downtown;
- The subject site is currently improved with a high-rise residential strata building and a low-rise commercial building over a common underground parking structure;
- The subject area offers a mix of commercial retail/office occupants with a high-density residential base;
- The subject site is easily accessible by public transportation with a number of bus stops and the Burrard station is within proximity;
- The subject property is zoned DD and designated within "Burrard Corridor Area E" under the West End Community Plan, which supports redevelopment and increased density. The building heights can be considered up to a maximum of 550 feet where not restricted by view corridors in Area E;
- According to the rezoning document and project proforma provided by our client, our client has proposed to construct a high density mixed-use project comprising 55,820 sq.ft. of ground floor commercial retail space and 423 market residential units. The proposed project has a gross building area (For FSR Calculation) of 450,951 sq.ft. which indicates an FSR of 10.42, based on the gross site area of 43,258 sq.ft.;
- It is our understanding that even though no formal application regarding the subject has been submitted to the City to date, the current development concept and scheme are based on extensive pre-application studies and discussions with the City planners. They are reflective of the likely development form in the future;
- The subject site is considered to be well positioned for mixed-use development and anticipated to have good demand.

The eight comparables analyzed range in unadjusted values from \$241.67 to \$620.66 per buildable sq.ft. After the preceding analysis, and applicable adjustments have been applied for location, transaction date, potential FSR, development time frame, planning status and the large size of the subject, we have concluded that the estimated market value of the subject site based on the proposed development

concept at 10.42 FSR, would lie towards the lower end of the comparable range, at **\$425.00 per buildable sq.ft.**, as of July 31, 2023.

<b>Proposed Gross Buildable Area For FSR Calculations (Sq.Ft.)</b>	<b>X</b>	<b>Price Per Buildable sq.ft.</b>	<b>=</b>	<b>Estimated Market Value</b>
450,951 sq.ft.	X	\$425.00	=	\$191,654,175

**ROUNDED TO**

**ONE HUNDRED AND NINETY-ONE MILLION, SIX HUNDRED AND FIFTY THOUSAND DOLLARS**  
**(\$191,650,000)**

Given the preliminary nature of the proposed subject development, we reserve the right to amend and update our valuation upon receiving updated information regarding the subject development density.

## 9.0 LAND RESIDUAL TECHNIQUE

The second method we will undertake in determining an appropriate estimate of land value for the subject is the Land Residual Technique. A prerequisite for use of the Land Residual Technique is a proposed development concept in accordance with the "Highest and Best Use" of the land. The Land Residual Technique involves the estimates of gross sales figures. Expenses such as construction costs, servicing costs, sales commissions, overhead and a profit factor are then estimated and deducted from the gross sales figure.

Given the preliminary planning status of the subject project, a detailed architectural drawing has not been provided to us and we have relied on the project proforma and documents provided by our client for information on gross building areas and net saleable areas. The projected costs by our client also appear to be in line with those reported by other similar high rise, concrete framed mixed-use projects in the Subject area. Given the preliminary nature of the project, we reserve the right to amend our valuation upon receiving a more detailed cost schedule from our client. We assume the subject will offer competitive finish and comparable features to similar projects.

### **DESCRIPTION OF THE PROPOSED DEVELOPMENT**

According to a copy of project proforma and information provided by our client, the subject is currently proposed with two high rise mixed use towers offering ground floor commercial retail space and 423 strata titled market residential units. Given the preliminary nature of the subject proposal, we reserve the right to amend our valuation and analysis upon receiving updated information on the subject project.

The proposed gross building area for FSR calculation is 450,951 sq.ft. Based on the gross site area of 43,258 sq.ft., a development density of 10.42 FSR is illustrated. The residential component comprises 333,364 sq.ft. of estimated saleable area. The saleable area to the strata commercial retail has been estimated at 55,820 sq.ft.



We note that the development concept is preliminary in nature and no formal response from the City has been given. We reserve the right to amend our valuation upon receiving updated information regarding the proposed buildable/saleable areas. A brief chart illustrating the proposed gross building area and saleable area is shown below for reference.

Component	Gross Building Area (Sq.ft.) - For FSR	FSR	Building Efficiency %	Saleable Area (Sq.ft.)	Number of Units	Average Unit Size (Sq.ft.)
CRU	58,758	1.36	95.0%	55,820	-	-
Market Strata	392,193	9.07	85.0%	333,364	423	788
<b>Overall Total</b>	<b>450,951</b>	<b>10.42</b>		<b>389,184</b>		

According to the project proforma provided by our client, the market residential component is currently proposed to comprise 423 strata titled units with 333,364 sq.ft. of saleable area and an average unit size at 788 sq.ft. This is based on an estimated building efficiency of 85%, which is typical for this type of development. Accommodations are assumed to include studio, 1 bedroom, 2 bedroom and 3 bedroom layouts with various den and flex spaces; however are subject to further change as the project progresses to the next stage. The unit designs within the subject building are assumed to include open and efficient comprising open concept living/dining areas connected to an open kitchen, a washer dryer cupboard and with either one, two or three bedrooms that are generally generous in size.

The commercial retail units are proposed to be located on the ground floor. Given the subject's desirable frontage onto multiple streets, the proposed CRU's are expected to offer strong commercial appeal.

**INTERIOR FINISHING AND FEATURES**

Given the preliminary stage of the proposed project, detailed information regarding the interior or exterior finishes is not yet available. We have been instructed to assume the proposed project will be of high quality for similar products in the local area, and will offer competitive level of finish consistent with the finishing standard for brand new, mixed use developments in the City of Vancouver. We reserve the right to amend our valuation upon receiving updated information regarding the subject project's finishing and construction details.

We have assumed the commercial retail units will comprise shell finish upon completion, typical of this type of space within newly constructed developments. The residential units are assumed to offer

luxurious level interior finish that is typically offered by high rise development projects located within Downtown Vancouver.

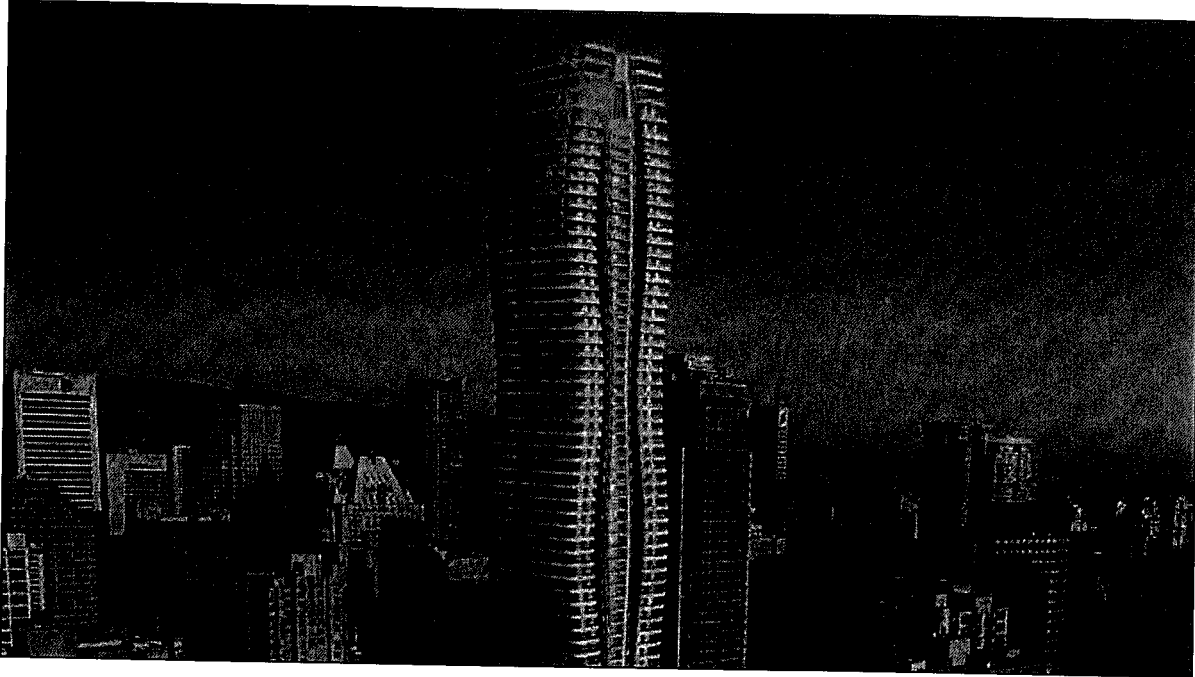
**9.1 ESTIMATES OF GROSS PROCEEDS – RESIDENTIAL UNITS**

Details pertaining to the proposed interior finish are not yet available. To estimate Gross Proceeds from 98,000 sq.ft. of market residential area, we have assumed the subject condominium units will offer competitive and interior specifications similar to other proposed high rise residential/mixed-use projects in the immediate area. Data collected from similar residential projects within proximity to the subject area has been used to estimate gross revenue from the proposed subject market condominium component. First, we have analyzed the products proposed within proximity to the subject development and identified its competitive position in the location market.

The selling and asking prices of the residential strata units often exclude GST where a project is new. To offer consistent comparisons, we have excluded GST from sale and asking prices of the units when analyzing the comparable data and from our final value estimates.

The following projects and sales have been analyzed to provide a current indication of market selling prices for such units.

**COMPARABLE ONE: "CURV", 1059-1075 NELSON STREET, VANCOUVER**

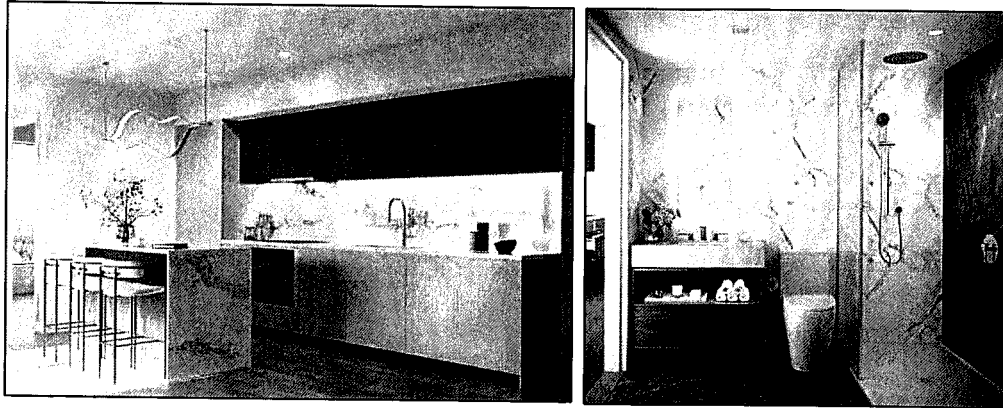


"Curv" will be the tallest residential building in the City of Vancouver at 60 stories, located just southwest of the subject, along the north side of Nelson Street and east of Thurlow Street. The comparable development offers 358 market residential units range in size from 529 to 1,469 sq.ft., with an average of 742 sq.ft. Type of units provided include 1 to 3 bedroom plus flex space accommodations. The project is presently in the pre-construction stage with first occupancy estimated in March 2029.

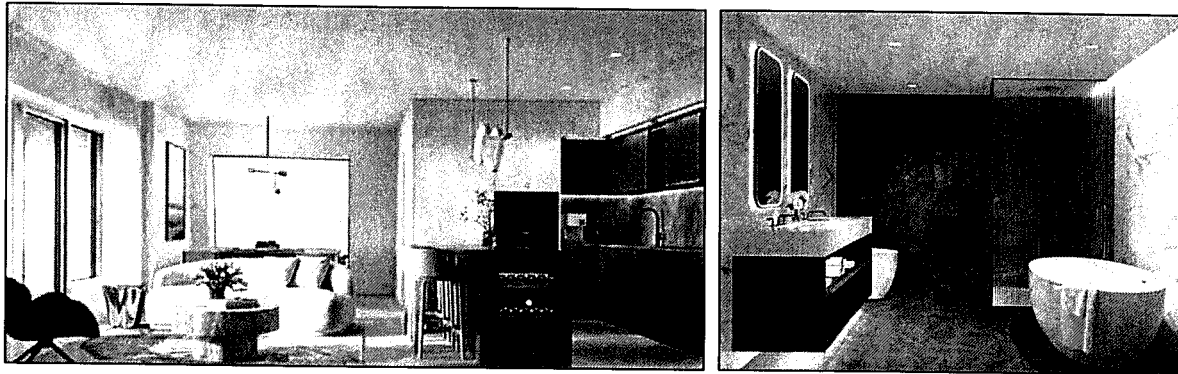
The building features high end finishes, including Engineered Hardwood flooring, individual AC, European-designed Horizon Collection kitchen with quartz counters, matte lacquer cabinetry, metal accents and integrated LED lighting, Two-tone porcelain tiles in a natural stone look, with sleek, high-end fixtures in brushed nickel finish; Sky Collection kitchens include curved quartz countertops, an integrated wall oven combination, and premium wine coolers as part of a Miele appliance package and Sky Collection bathrooms feature dual sinks and LED-lit mirrored medicine cabinets, as well as fluted glass-enclosed showers and freestanding sculptural bathtubs.

Market condominium residents will enjoy shared use of a swimming pool, hot tub, gym, and a lounge on the 17th floor. Common outdoor amenities include a children's play space, dog run, and a seating area.

Ten levels of underground parking will provide 1,042 bicycle spaces, 56 storage lockers, and 321 vehicle stalls.



Horizon Collection



Sky Collection

“Curv” commenced sales in late May 2023 and has recorded 100 sales as the end of June 2023 with a reported average selling price of \$2,600 per sq.ft., excluding GST.

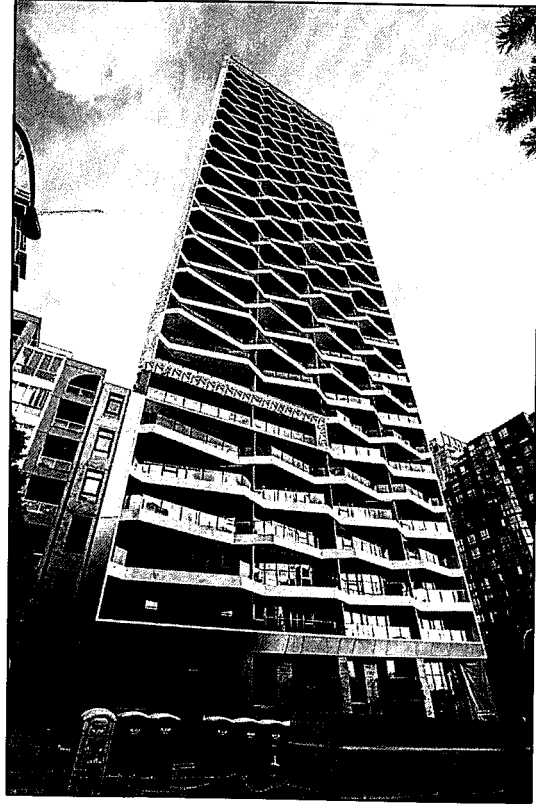
Plan Type	Bths	# Stalls	Risd	%	Sold	Unsold	Min SF	Max SF	Min \$	Max \$	Min \$psf	Max \$psf
1+Flex	1	0	168	47%			529	617	\$989,800	\$1,599,800	\$1,871	\$2,592
2+Flex	2	0	154	43%			719	939	\$1,849,800	\$4,000,000	\$2,572	\$4,259
3+Flex	2.5	n/a	36	10%			1,154	1,469	\$3,299,800	\$6,000,000	\$2,859	\$4,084
<b>Totals/Averages:</b>			<b>358</b>				<b>742</b>		<b>\$1,929,200</b>		<b>\$2,600</b>	

**Analysis**

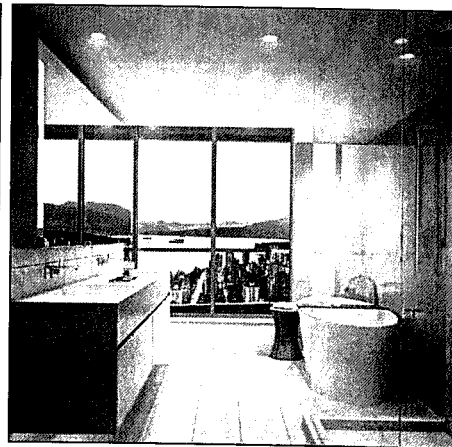
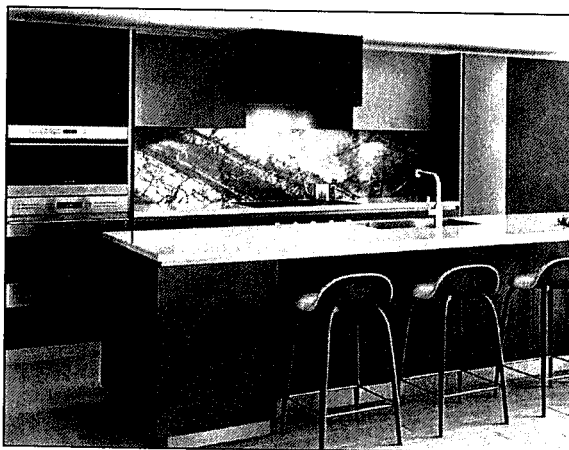
The comparable provides strong support of value for the subject project given its recent release date and similar location and unit sizes. The comparable offers 1 to 3 bedroom plus flex layouts ranging in size between 529 sq.ft. and 1,469 sq.ft. with selling prices from \$1,871 to \$4,259 per sq.ft., exclusive of GST. In general, the comparable building is felt to provide superior value support for the subject given its building height and superior view potential.

**COMPARABLE TWO: "THE PACIFIC", 889 PACIFIC STREET, VANCOUVER**

"The Pacific" is a 39-storey development by Grosvenor. The project will offer 224 residential units ranging in size from 479 to 2,889 sq.ft., with an average unit size of 934 sq.ft. Layouts include 1 bedroom, 1 bedroom plus den, 2 bedroom, 2 bedroom plus den, 3 bedroom plus den, 4 bedroom plus den and townhome. Parking is provided through secured underground parking. The project completed construction in July 2021.



The building features high end interior specifications including wide-plank hardwood flooring, choice of three color schemes: light, medium and dark, 30" or 36" integrated Sub-Zero fridge, 24" integrated Sub-Zero wine fridge, 18" integrated Sub-Zero freezer column, 30" or 36" Wolf gas cooktop, 24" or 30" Wolf convention oven, 24" integrated Miele dishwasher, 30" or 36" integrated Faber hood fan, 24" or 30" Wolf microwave, Miele high-efficiency washer, Miele high-efficiency ventless dryer, quartz countertops, flat-panel cabinetry, deep drawers with internal organizers, soft-close hardware, integrated pulls, LED under-cabinet lighting, automated upper cabinets, chrome faucet with hand spray by Dornbracht and marble slab backsplash.



"The Pacific" commenced sales in mid-November 2017 and recorded 150 sales as of Q4, 2020 and further 18 sales have been recorded as the end of 2021. Project representatives report 205 firm sales at the end of 2022. 10 new sales have been reported over Q1 2023 and illustrated a blended average of \$2,119 per sq.ft., excluding GST. Purchasers were reported as affluent local Chinese end users, along with downsizers and some investors. An estimate of less than 10% were reported as foreign purchasers.

The chart summarizing various unit types and price ranges is shown below:

Plan Type	Bths	# Stalls	Rlsd	%	Sold	Unsold	Min SF	Max SF	Min \$	Max \$	Min \$psf	Max \$psf
1 Bd	1	0	41	18%	41	0	479	570	\$652,582	\$1,069,900	\$1,362	\$1,877
1+Flex	1	1	44	20%	41	3	637	637	\$859,900	\$1,345,900	\$1,349	\$2,112
2 Bd	2	1	35	16%	33	2	720	959	\$1,099,900	\$1,885,900	\$1,527	\$1,966
2+Flex	2	2	65	29%	62	3	820	1,364	\$1,320,900	\$2,350,900	\$1,610	\$1,723
3+Flex	2	2	35	16%	34	1	1,235	1,715	\$2,489,900	\$4,165,900	\$2,016	\$2,429
4+Den+FamRm	2.5	2	2	1%	2	0	2,791	2,889	\$8,888,900	\$10,750,000	\$3,184	\$3,721
4 Bd +	2.5	2	2	1%	2	0	2,683	2,772	\$8,250,000	\$9,588,000	\$3,074	\$3,458
<b>Totals/Averages:</b>			<b>224</b>		<b>215</b>	<b>9</b>	<b>920</b>		<b>\$1,949,480</b>		<b>\$2,119</b>	

For more recent and relevant market value indication, we shifted our focus at the recent Q2 2023 sales. Research within MLS Paragon indicates the following sales of the comparable units.

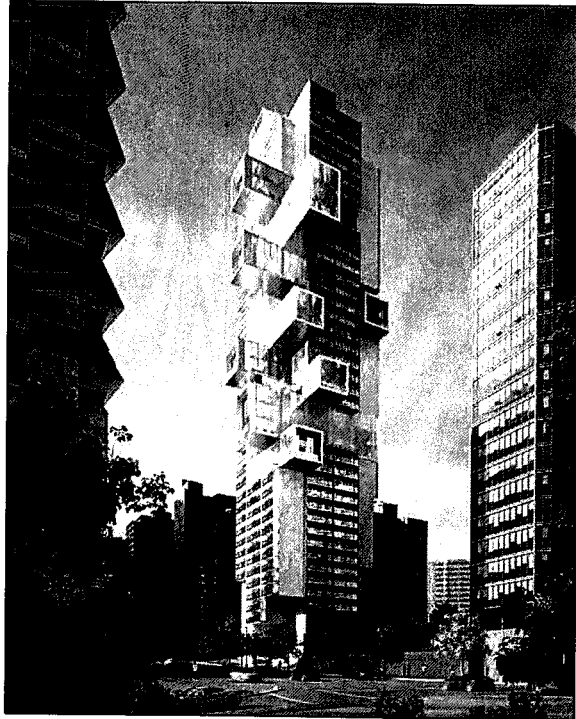
MLS Ref No.	Address	Status	Contract Date	Sold Price	Price Per Sq.Ft.	DOM	No. of Beds	No. of Baths	Saleable Area	Year Built
R2788119	3501 889 PACIFIC STREET	S	6/19/2023	\$2,350,000	\$1,898.22	6	3	2	1,238	2021
R2744999	3003 889 PACIFIC STREET	S	5/18/2023	\$3,099,900	\$1,949.62	132	3	3	1,590	2021
R2753228	702 889 PACIFIC STREET	S	4/5/2023	\$1,530,900	\$1,731.79	51	2	2	884	2021
R2744842	1407 889 PACIFIC STREET	S	4/5/2023	\$1,349,900	\$1,646.22	89	2	2	820	2021
<b>Min:</b>				<b>\$1,349,900</b>	<b>\$1,646.22</b>				<b>820</b>	
<b>Max:</b>				<b>\$3,099,900</b>	<b>\$1,949.62</b>				<b>1,590</b>	
<b>Average:</b>				<b>\$2,082,675</b>	<b>\$1,806.46</b>				<b>1,133</b>	

### Analysis

4 sales have been recorded from April to June 2023. All of the units are larger than the subject's average unit size (788 sq.ft.), ranging from 820 to 1,590 sq.ft., and offering 2 to 3 bedroom accommodation. The recently recorded sales provide strong market value support for the subject after an upward adjustment for building age.

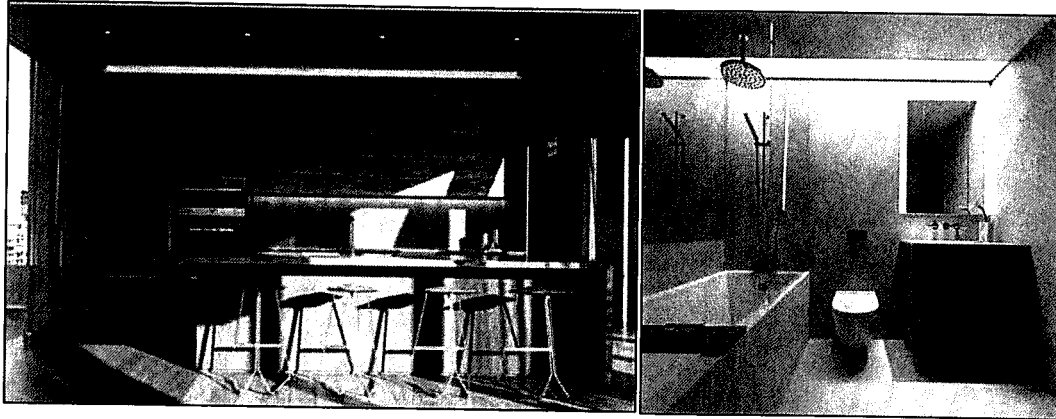
**COMPARABLE THREE: "FIFTEEN FIFTEEN", 1515 ALBERNI STREET, VANCOUVER**

"Fifteen Fifteen" is a 43-storey high rise mixed use tower proposed by Bosa Properties providing a combination of residential condominium units and commercial retail spaces. There are 190 market condominium proposed within the building and the units reportedly range from 483 to 3,046 sq.ft. in size. Type of units provided include studio, 1 bedroom, 2 bedroom, 2 bedroom plus den, 3 bedroom, 3 bedroom plus den, and 3 bedroom townhome units. The 2 to 3 bedroom penthouse units are multi-leveled and complete with a large roof deck. The construction is currently in the excavation stage with first occupancy scheduled in March 2027.



The building features high end finishes, including engineered hardwood and porcelain tile flooring, marble or travertine stone cabinets available in all Premier two & three bedrooms, Observatories and Penthouses, custom wood-style ceilings included in all Premier Residence living room and kitchen spaces, connector walls, Miele integrated refrigerator & wine refrigerator, Miele gas cooktop, Miele steam oven, Miele oven, Miele integrated dishwasher and hoodfan, and Miele Front Loading Laundry, stone terrazzo floors with integrated Nu Heat system in bathrooms, floating Duravit toilets, medicine cabinets with integrated lighting, A/C throughout with efficient 4-pipe fan coil system featuring advanced air filtration systems, centralized water filtration system. The building will offer a 1,600 sq.ft. double-height lounge space showcase the 270-degree views in the city, cozy fireplace, full kitchen and dining area, a wellness centre, 24-hour concierge service, smart home automation, automated lockers, and secure parking with all stalls optimized for EV compatibility. Stalls are not included with all residences.





"Fifteen Fifteen" commenced sales in late October 2021 and recorded 74 total sales as the end of Q4 2021. Further 40 sales were recorded over Q1 and Q2 2022. The project has increased pricing and is reportedly blending at \$2,900 per sq.ft., excluding GST. Current buyer incentives include: all homes include 1 parking for limited time.

Plan Type	Bths	# Stalls	Rlsd	%	Sold	Unsold	Min SF	Max SF	Min \$	Max \$	Min \$psf	Max \$psf
Studio	1	0	14	7%			483	500	\$900,000	\$1,100,000	\$1,863	\$2,200
1 Bd	1	0	60	32%			546	645	\$1,100,000	\$1,400,000	\$2,014	\$2,170
2 Bd	2	1	83	44%			1,025	1,701	\$2,100,000	\$4,600,000	\$2,048	\$2,704
2+Den	2	1	4	2%			1,639	1,654	\$4,200,000	\$5,400,000	\$2,562	\$3,264
3 Bd	3	1	7	4%			1,637	1,691	\$4,900,000	\$6,400,000	\$2,993	\$3,784
2 Bd	2	1	4	2%			1,525	1,535	\$5,200,000	\$5,500,000	\$3,409	\$3,583
2+Den	2	1	3	2%			1,630	2,126	\$6,800,000	\$7,500,000	\$4,171	\$3,527
3 Bd	3	1	3	2%			2,058	2,058	\$8,900,000	\$8,900,000	\$4,324	\$4,324
3+Den	2.5	1	8	4%			1,721	2,179	\$7,000,000	\$10,000,000	\$4,067	\$4,589
PH-2 Bd	3.5	n/a	1	1%			3,046	3,046	\$16,499,800	\$0	\$5,416	\$0
PH-2+Den	3	n/a	2	1%			2,091	2,091	\$0	\$0	\$0	\$0
PH-3 Bd	3.5	n/a	1	1%			2,992	2,992	\$0	\$0	\$0	\$0
<b>Totals/Averages:</b>			<b>190</b>				<b>1,012</b>		<b>\$2,934,800</b>		<b>\$2,900</b>	

Given the comparable's release date in 2021, we have also searched on MLS Paragon for more recent Q2 2023 sales.

MLS Ref No.	Address	Status	Contract Date	Sold Price	Price Per Sq.Ft.	DOM	No. of Beds	No. of Baths	Saleable Area	Year Built
R2789969	909 1515 ALBERNI STREET	S	6/21/2023	\$1,159,800	\$2,324.25	6	1	1	499	2027
R2742635	2802 1515 ALBERNI STREET	S	6/14/2023	\$4,299,800	\$2,628.24	183	2	2	1,636	2027
R2763565	701 1515 ALBERNI STREET	S	5/25/2023	\$1,079,800	\$2,163.93	57	1	1	499	2027
<b>Min:</b>				<b>\$1,079,800</b>	<b>\$2,163.93</b>				<b>499</b>	
<b>Max:</b>				<b>\$4,299,800</b>	<b>\$2,628.24</b>				<b>1,636</b>	
<b>Average:</b>				<b>\$2,179,800</b>	<b>\$2,372.14</b>				<b>878</b>	

**Analysis**

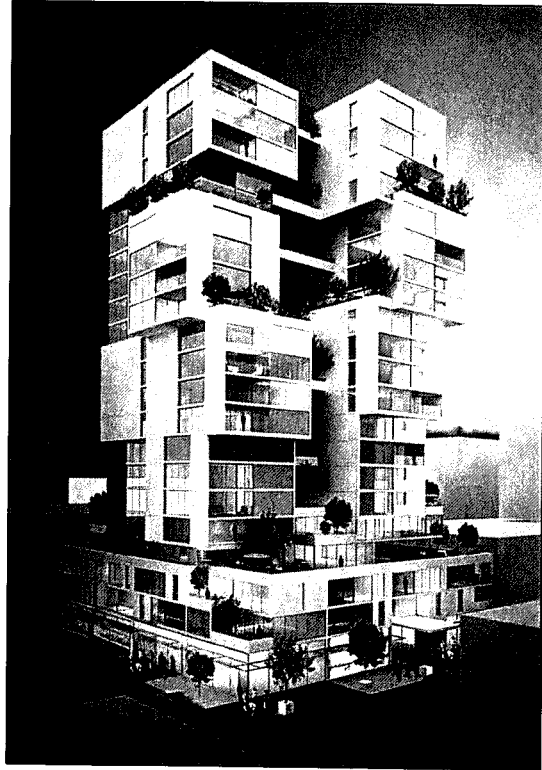
The comparable is a 43-storey high-rise mixed-use development comprising 190 strata titled market residential units and ground floor commercial retail units, located at the corner of West Georgia Street, Alberni Street and Cardero Street in the Coal Harbour area in Downtown Vancouver. The project illustrates slightly superior locational appeal and view potential given its building height. We note that the comparable development illustrates an average blended price of \$2,900 per sq.ft., excluding GST and a general downward adjustment is warranted.

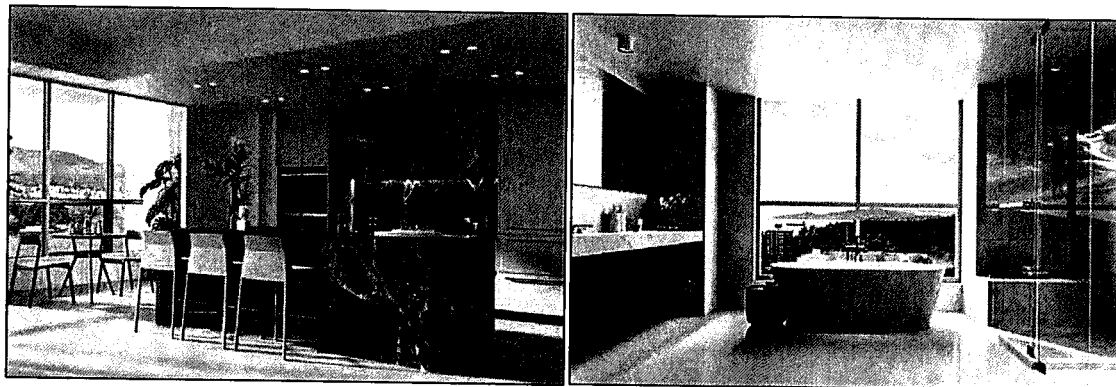
**COMPARABLE FOUR: "1818 ALBERNI", 1810 ALBERNI STREET, VANCOUVER**

"1818 Alberni" is a proposed 21 storey, concrete, mixed-use project by Landa Global Properties. The project offers 54 market residential units ranging from 972 to 2,522 sq.ft. in size and offer 2 bedroom and 3 bedroom layouts. The proposed project is currently at the Lot Cleared stage and the 1<sup>st</sup> occupancy is scheduled in mid 2025.

Proposed interior finish include but are not limited to:

- Three distinct colour palettes with designer-selected stone features;
- Engineered herringbone hardwood flooring throughout;
- Fully air-conditioned throughout;
- One-of-a-kind, handcrafted Italian kitchen cabinetry, featuring marble upper cabinets, marble countertops and backsplash, lacquered cabinets, and soft-closing hardware;
- Franke undermount sink;
- 36" Sub-Zero fully integrated fridge;
- 36" Wolf contemporary 5-burner gas cooktop;
- 30" Wolf wall oven;
- 30" Wolf dropdown microwave oven;
- 24" Asko fully integrated dishwasher;
- 35" faber hood fan;
- 24" Sub-Zero fully integrated wine cooler;
- Villeroy & Boch wall-mounted toilet and contemporary undermount sinks;
- Blu BathWorks freestanding stone bathtub with Graff tub filler;
- Steam shower with built-in shower curb;
- Marble-inspired tiled floor with integrated in-floor heating for optimal comfort;
- Graff lavatory faucets in polished nickel;





After halting sales in early 2020, “1818 Alberni” has relaunched and started sales recently in May 2022. The project saw 30 sales to date, accounting for 14 sales over Q2 2022, 12 sales over Q3 to Q4 2022 and 4 new sales in Q2 2023. To date, there are 24 residential units remain available to purchase whilst the overall project represents a blended average of \$2,445 per sq.ft., excluding GST. Purchasers were noted as primarily end users with some interest from investors. Reportedly the local end users are looking to downsize from the Metro Vancouver area or looking to upgrade from their Downtown residences.

Plan Type	Bths	# Stalls	Rlsd	%	Sold	Unsold	MinSF	MaxSF	Min \$	Max \$	Min \$psf	Max \$psf
2Bd	2	1	36	67%	20	16	972	1,252	\$1,799,900	\$7,008,900	\$1,851	\$5,598
3Bd	2	1	18	33%	10	8	2,195	2,522	\$3,840,900	\$12,800,900	\$1,749	\$5,075
<b>Totals/Averages:</b>			54		30	24	1,528		\$3,735,900		\$2,445	

**Analysis**

The comparable highlights the May 2022 released project in Downtown Vancouver. 1818 Alberni is situated at the corner of Alberni and Denman Street, northwest of the subject in the Coal Harbour area of Downtown Vancouver, illustrating superior locational appeal. The comparable project is a 21-storey tower comprising 54 high-end multi-family residential units. The comparable offers larger 2-3 bedroom residential units. The report blended price of \$2,445 per sq.ft., excluding GST would require a downward adjustment for current market conditions as well as the comparable’s superior location and views.

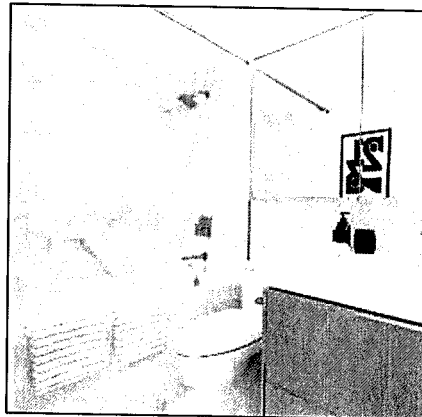
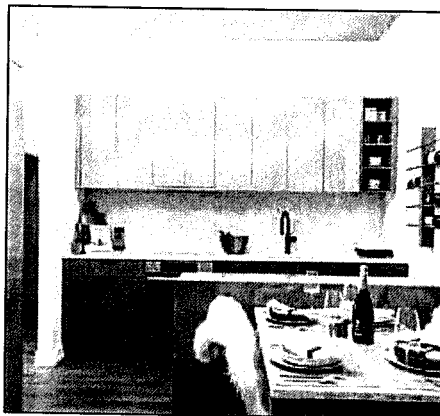
**COMPARABLE FIVE: "BLOCK", 828 CAMBIE STREET, VANCOUVER**



"Block" is a 30-storey mixed use building consisting of a ground floor retail component and 187 market condominium units. Project is located at the corner of Cambie and Robson Streets. Stadium Chinatown Skytrain Station is 10-minute walk away. The residential component will start from the 6th floor with hotel component included in the project. Units will range from 503 to 2,865 sq.ft. in size and offer a variety of layouts including 1 to 3 bedroom plus den and 3 bedroom penthouse accommodations. The penthouses will include rooftop patios and 3 parking stalls in private garage. The comparable development is presently in the pre-construction stage with 1<sup>st</sup>

occupancy scheduled in late September 2026.

The building features high end interior specifications including individual air conditioning, 9' ceilings, two color schemes, hardwood flooring, Amacon closets with organizers and shelving included, polished quartz countertops and backslash, Fulgor Milano and Miele appliance package with black stainless steel accents, soaker-style bathtub, porcelain tile and brushed nikel Kohler accessories, dual flush Kohler toilet, etc.



The comparable project commenced sales in mid July 2021 and recorded 95 sales at the end of 2021. There are 34 sales achieved in 2022, accounting for 16 sales over Q1 2022, 17 sales over Q2 2022 and 1 sale over Q4 2022. A new sale was reported recently in Q2 2023 and the project illustrates an average selling price of \$1,750 per sq.ft., excluding GST. Buyers consist of end-users, including young professionals, as the project offers priority access to end-users and statutory declaration forms are required.

Plan Type	Bths	# Stalls	Rlsd	%	Sold	Unsold	Min SF	Max SF	Min \$	Max \$	Min \$psf	Max \$psf
1+Den	1	1	102	57%			503	711	\$794,900	\$928,900	\$1,580	\$1,306
2+Den	2	1	59	33%			843	874	\$1,414,900	\$1,641,900	\$1,678	\$1,878
3+Den	2	2	14	8%			1,016	1,016	\$1,809,900	\$1,949,900	\$1,781	\$1,919
PH-3 Bd	4	3	4	2%			2,723	2,865	\$5,000,000	\$5,400,000	\$1,836	\$1,884
<b>Totals/Averages</b>			<b>179</b>				<b>769</b>		<b>\$1,345,750</b>		<b>\$1,750</b>	

**Analysis**

The comparable project provides inferior market value indication for the subject given the proposed interior finish which is geared more towards the middle end of the market. After considerations for the superior amenities and design of the subject development as well as the improved market conditions since the comparable launched in July 2021, we would expect a higher average price per sq.ft. for the subject units.

**SUMMARY**

In view of the preceding analysis, we are of the opinion that the comparables analyzed provide strong and recent market value evidence to support an applicable average market value of the proposed subject development. We have assumed that the subject residential units are individually marketed and sold. Noted is that the estimated gross proceeds indicated in the preceding exclude GST. Upon completion, the subject building is expected to provide units with attractive finishes. Given the preliminary status of the subject project, we reserve the right to amend our analyses and valuation upon receiving updated information on the subject development.

Based on the comparable data, our assumptions and information provided by our client, we have concluded at an average selling price of **\$2,000** per sq.ft., excluding GST, for the subject condominium units as of the effective date of this appraisal, assuming construction is complete as of the date of this appraisal. Based on the estimated saleable area of 333,364 sq.ft., the Gross Proceeds from the residential condominium units are estimated at **\$666,728,000** excluding GST and cooperating broker commissions. We reserve the right to amend our valuation upon receiving more detailed information regarding the proposed interior finish.

**9.2 ESTIMATES OF GROSS PROCEEDS – COMMERCIAL RETAIL COMPONENT**

When valuing the commercial retail component of the subject project, we utilized the Direct Comparison Approach to value.

In estimating the market value of the subject commercial component, we have analyzed sales of comparable strata titled units in mixed-use or commercial developments within similar areas in Downtown Vancouver. These comparables are adjusted based on unit size, exposure, level of interior finish, parking, date of sale and general location. Research of similar CRU's in the subject area indicates selling prices in the range of \$1,426 to \$3,184 per sq.ft. These sales are shown below:

No.	Address	Sale Price	Sale Date	Saleable Area (Sq.ft.)	Sale Price per Sq.ft.	Building Age
<b>1</b>	<b><u>Wall Centre</u></b> 1091 Hornby Street Vancouver	\$1,275,000	May-23	650	\$1,962	28
<b>2</b>	1034 Robson Street Vancouver	\$27,500,000	Oct-22	8,636	\$3,184	24
<b>3</b>	1055 Denman Street Vancouver	\$3,525,000	Nov-22	1,225	\$2,878	53
<b>4</b>	<b><u>Century Tower</u></b> 1290 Howe Street Vancouver	\$950,000	Feb-23	666	\$1,426	33
<b>5</b>	921 & 925 Davie Street Vancouver	\$1,666,000	Apr-22	710	\$2,346	28
<b>6</b>	885 Pacific Street Vancouver	\$2,250,000	Apr-22	1,274	\$1,766	2
<b>7</b>	1255 Burrard Street Vancouver	\$1,723,000	Jan-22	812	\$2,122	23
<b>Minimum</b>		<b>\$950,000</b>		<b>650</b>	<b>\$1,426</b>	
<b>Maximum</b>		<b>\$27,500,000</b>		<b>8,636</b>	<b>\$3,184</b>	
<b>Average</b>		<b>\$5,555,571</b>		<b>1,996</b>	<b>\$2,241</b>	



**Comparable One (1091 Hornby Street)** is located at the northwest corner of Hornby Street and Helmcken Street, southwest of the subject. The comparable unit belongs to a 31-storey strata titled mixed-use development constructed circa 1994. Reportedly, the comparable unit comprises 650 sq.ft. of floor area and sold for \$1,962 per sq.ft. in May 2023. The comparable's recent transaction date provides strong market value support for retail space within Downtown Vancouver; however upward adjustment is considered for building age and location whilst a downward adjustment is warranted for size.

**Comparable Two (1034 Robson Street)** illustrates the October 2022 sale of three adjoining strata titled retail units located along Robson Street, just east of the subject across the street. The comparable property is improved with a two storey single tenant retail building. The comparable properties offer a total gross floor area of 8,636 sq.ft. and sold for \$3,184 per sq.ft. of floor area. Downward adjustment is warranted for the comparable's premium location at the 1000 block of Robson Street

**Comparable Three (1055 Denman Street)** is the November 2022 sale of a 1,225 sq.ft. ground floor commercial retail unit. More specifically, the unit is situated on the northwest corner of Denman Street and Comox Street, northwest of the subject. The comparable unit sold for \$2,878 per sq.ft. and would require downward adjustment for exposure as Denman Street experiences high foot and vehicular traffic. A price below \$2,878 per sq.ft. is warranted for the subject retail space.

**Comparable Four (1290 Howe Street)** highlights the February 2023 sale of a 666 sq.ft. ground floor commercial retail unit within a 19-storey mixed use building southwest to the subject on the northeast corner of Drake Street and Howe Street. The February 2023 transaction resulted in a price per sq.ft. at \$1,426, and would require an upward adjustment for building age and location.

**Comparable Five (921 & 925 Davie Street)** comprises an April 2022 transaction of two strata-titled commercial retail units located along Davie Street. The property is improved with a commercial / residential plaza consisting of one single storey plus mezzanine strata building and one 13 storey plus mezzanine strata building containing a total of 149 strata units constructed circa 1995. The two units totalling 710 sq.ft. of unit area sold for \$2,346 per sq.ft. A downward adjustment for the comparable's smaller size.

**Comparable Six (885 Pacific Street)** illustrates the April 2022 sale of a 1,274 sq.ft. ground floor commercial retail unit within a commercial building constructed in 2021. It is located southwest to the subject on the north side of Pacific Street and just east of Hornby Street. The April 2022 transaction resulted in a price per sq.ft. at \$1,766, and would require a general upward adjustment for the superior location of the subject development.

**Comparable Seven (1255 Burrard Street)** highlights the January 2022 sale of a ground floor commercial retail unit located just southwest of the subject along Burrard Street. The comparable premise encompasses 812 sq.ft. of floor area and belongs to a 19-storey mixed-use development constructed circa 1999 per BC Assessment Records. The January 2022 transaction illustrates \$2,122 per sq.ft. The comparable shares highly similar locational appeal but would require downward adjustment given it has a tenant in place and has improved interiors, vs the subject units are assumed to comprise shell space finish.

### **SUMMARY**

In estimating a price per square foot of unit area for the subject commercial component, the preceding comparables have been analyzed with consideration of the following items:

- The overall subject proposed development is considered a high-profile redevelopment location given its proximity to new retail and office developments in the Downtown Vancouver;
- The subject area offers a mix of commercial retail/office occupants with a high-density residential base;
- The subject is easily accessible by public transportation with a number of bus stops and the Burrard station are in close proximity;
- The subject CRU will have exposures onto Thurlow Street and Haro Street, which is considered as one of the main commercial notes within Downtown Vancouver, attracting residents in the area;
- Street parking and designated parking stalls within the underground parkade will be available to the commercial tenants and patrons; and
- The subject CRU will provide newly-constructed shell space and a functional layout, which will attract a variety of commercial tenancy types.

Since the subject CRU's are assumed to be sold as shell space, while a majority of the comparable units are improved, we have also applied a general downward adjustment in this regard. We have estimated market value of the proposed subject CRU based on our analysis of the market data. The comparables illustrate a range from \$1,426 to \$3,184 per sq.ft. and a value towards the middle end of this range is suggested for the subject CRU's. After the preceding analysis of comparable data, it is our opinion that a value of **\$1,800 per sq.ft.** excluding GST. for the ground-oriented retail space is reflectively of the market based on the comparable data. This also equates to **\$100,476,180**, excluding GST.

**SUMMARY OF GROSS PROCEEDS**

Based on the previous analysis, we have provided an estimate of market of each of the subject component, assuming the proposed project is complete and the units are ready for occupancy as of the effective date of this appraisal. A summary of our value conclusions is shown below:

DESCRIPTION	Saleable Areas (sq.ft.)	Per sq.ft.	Subtotals	Total/sq.ft.	Totals
<b><u>PROCEEDS</u></b>					
Estimated Gross Sell Out Price					
Market Residential Condominium	333,364	\$2,000	\$666,728,000		
Strata Retail	55,820	\$1,800	\$100,476,180		
<b>Total Estimated Gross Sell Out Price (excl. GST)</b>	<b>389,184</b>	<b>(excl GST)</b>		<b>\$1,971.31</b>	<b>\$767,204,180</b>

**ROUNDED TO**

**SEVEN HUNDRED AND SIXTY-SEVEN MILLION, TWO HUNDRED THOUSAND DOLLARS**  
**(\$767,200,000)**

Based on the current development scheme and is subject to change upon receiving updated information on the subject proposal as the project progresses to the next stages.

**SUMMARY OF GROSS AND NET PROCEEDS**

To estimate net proceeds from the subject, we have estimated and deducted 3.5% of the total gross proceeds from the market residential condominiums and commercial retail units. The commission structure is reflective of the current industry standard.

DESCRIPTION	Saleable Areas (sq.ft.)	Per sq.ft.	Subtotals	Total/sq.ft.	Totals
<b>PROCEEDS</b>					
<b>Estimated Gross Sell Out Price</b>					
Market Residential Condominium	333,364	\$2,000	\$666,728,000		
Strata Retail	55,820	\$1,800	\$100,476,180		
<b>Total Estimated Gross Sell Out Price (excl. GST)</b>	389,184	(excl GST)		\$1,971.31	\$767,204,180
Less Sales Commissions @	3.5%			\$69.00	\$26,852,146
<b>Total Estimated Net Proceeds (excl. GST)</b>				<b>\$1,902.32</b>	<b>\$740,352,034</b>

**HARD COSTS**

The Hard Costs of construction generally include all aspects of physically constructing the development such as the labour and materials used in the construction of the building, on and off-site servicing, landscaping etc.

Our client has estimated basic hard costs at \$550.00 per sq.ft. of gross building area. There is also \$4,000,000 and \$4,509,510 allocated for demolition and site preparation, respectively. Together with a 10.0% contingency, the total hard costs have been estimated at \$281,334,865 or \$623.87 per sq.ft. Based on our experience, the estimated costs appear to be consistent with high rise condominium developments located within Downtown Vancouver, where finishing level and specifications are superior compared to other parts of Metro Vancouver.

DESCRIPTION	Saleable Areas (sq.ft.)	Per sq.ft.	Subtotals	Total/sq.ft.	Totals
<b>COSTS</b>					
<b>DESCRIPTION</b>					
Hard Costs					
Basic Hard Costs		\$550.00	\$248,023,050		
Demolition		\$8.87	\$4,000,000		
Site Preparation, On-Site & Off-Site		\$10.00	\$4,509,510		
Contingency @	10.0%	of Basic HC	\$55.00	\$24,802,305	
<b>Total Hard Costs</b>				\$623.87	\$281,334,865

**SOFT COSTS**

"Soft costs" of development typically include such items as professional consultant fees, various municipal charges, DCC's, management fees, legal costs, HPO's, insurance, marketing, financing costs, etc. Based on our client's proforma, we have reconstructed the total soft costs. We have excluded sales commissions from marketing and sales since this line item has been deducted from the estimated total gross sell out price to calculate net proceeds to the developer. Overall, total soft costs of \$170,156,349 or \$377.33 per sq.ft. has been estimated based on the status of the subject project today. This appears to be highly consistent with soft costs reported by other similar sized mixed use projects in the Downtown Vancouver.

DESCRIPTION		Saleable Areas (sq.ft.)	Per sq.ft.	Subtotals	Total/sq.ft.	Totals
<b>Soft Costs</b>						
Professional Fees	4.3%	of Hard Cost	\$23.38	\$10,540,980		
Development Management Fee	4.0%	of Hard Cost	\$22.00	\$9,920,922		
<b>Municipal Fees</b>						
Development Cost Levies - Residential @	\$35.46	per Sq.ft.	\$30.84	\$13,907,164		
Development Cost Levies - CRU @	\$28.63	per Sq.ft.	\$3.73	\$1,682,242		
Development Cost Charge & GVS DD - Residential @	\$1,988	per Dwelling	\$1.86	\$840,924		
Development Cost Charge & GVS DD - CRU @	\$1.63	per Sq.ft.	\$0.21	\$95,776		
Metro Vancouver Water Development Cost Charge - Residential I@	\$4,261	per Dwelling	\$4.00	\$1,802,403		
Metro Vancouver Water Development Cost Charge - CRU @	\$3.39	per Sq.ft.	\$0.44	\$199,190		
Translink Development Cost Charge - Residential @	\$1,545	per Dwelling	\$1.45	\$653,535		
Translink Development Cost Charge - CRU @	\$1.25	per Sq.ft.	\$0.16	\$73,448		
Public Art Contribution @	\$1.98	per Sq.ft.	\$1.98	\$892,883		
Community Amenity Contribution			\$90.24	\$40,696,000		
Marketing & Showroom (Excluding Commission)	1.0%	of Gross Revenue	\$17.01	\$7,672,042		
Insurance, HPO Warranty, Legals and Admin	2.5%	of Hard Costs	\$13.75	\$6,200,576		
Financing & Interest Costs			\$131.96	\$59,509,507		
Soft Cost Contingency	10.0%		\$34.30	\$15,468,759		
<b>Total Soft Costs</b>					\$377.33	\$170,156,349

**DEVELOPER'S PROFIT**

For this type of development, we observed that a developer would typically expect to achieve a profit in the region of 12% to 15% of net revenue, or more if it is calculated based on total costs. Based on the scale and preliminary nature of the project, we have estimated the developer's profit at approximately 13.00% of the estimated net revenue or \$96,541,905. This also equates to approximately 15.00% calculated on total costs including the projected market land value. This reflects a normal profit margin typically accepted by developers and the lending community.

**RESIDUAL LAND VALUE SUMMARY**

**Residual Land Value**

DESCRIPTION	Saleable Areas (sq.ft.)	Per sq.ft.	Subtotals	Total/sq.ft.	Totals
<b>PROCEEDS</b>					
Estimated Gross Sell Out Price					
Market Residential Condominium	333,364	\$2,000	\$666,728,000		
Strata Retail	55,820	\$1,800	\$100,476,180		
<b>Total Estimated Gross Sell Out Price (excl. GST)</b>	<b>389,184</b>	<b>(excl GST)</b>		<b>\$1,971.31</b>	<b>\$767,204,180</b>
Less Sales Commissions @ 3.5%				\$69.00	\$26,852,146
<b>Total Estimated Net Proceeds (excl. GST)</b>				<b>\$1,902.32</b>	<b>\$740,352,034</b>
<b>GROSS BUILDING AREAS</b>					
Site Area (sq.ft.)	43,258				
<b>Total Gross Building Areas for FSR Calculations (sq.ft.)</b>	<b>450,951</b>	<b>10.42 FSR</b>			
<b>COSTS</b>					
DESCRIPTION		Per sq.ft.	Subtotals	Total/sq.ft.	Totals
<b>Hard Costs</b>					
Basic Hard Costs		\$550.00	\$248,023,050		
Demolition		\$8.87	\$4,000,000		
Site Preparation, On-Site & Off-Site		\$10.00	\$4,509,510		
Contingency @ 10.0% of Basic HC		\$55.00	\$24,802,305		
<b>Total Hard Costs</b>				\$623.87	\$281,334,865
<b>Soft Costs</b>					
Professional Fees 4.3% of Hard Cost		\$23.38	\$10,540,980		
Development Management Fee 4.0% of Hard Cost		\$22.00	\$9,920,922		
<b>Municipal Fees</b>					
Development Cost Levies - Residential @ \$35.46 per Sq.ft.		\$30.84	\$13,907,164		
Development Cost Levies - CRU @ \$28.63 per Sq.ft.		\$3.73	\$1,682,242		
Development Cost Charge & GVS DD - Residential @ \$1,988 per Dwelling		\$1.86	\$840,924		
Development Cost Charge & GVS DD - CRU @ \$1.63 per Sq.ft.		\$0.21	\$95,776		
Metro Vancouver Water Development Cost Charge - Residential @ \$4,261 per Dwelling		\$4.00	\$1,802,403		
Metro Vancouver Water Development Cost Charge - CRU @ \$3.39 per Sq.ft.		\$0.44	\$199,190		
Translink Development Cost Charge - Residential @ \$1,545 per Dwelling		\$1.45	\$653,535		
Translink Development Cost Charge - CRU @ \$1.25 per Sq.ft.		\$0.16	\$73,448		
Public Art Contribution @ \$1.98 per Sq.ft.		\$1.98	\$892,883		
Community Amenity Contribution		\$90.24	\$40,696,000		
Marketing & Showroom (Excluding Commission) 1.0% of Gross Revenue		\$17.01	\$7,672,042		
Insurance, HPO Warranty, Legals and Admin 2.5% of Hard Costs		\$13.75	\$6,200,576		
Financing & Interest Costs		\$131.96	\$59,509,507		
Soft Cost Contingency 10.0%		\$34.30	\$15,468,759		
<b>Total Soft Costs</b>				\$377.33	\$170,156,349
<b>Estimate of Total Construction Costs Excluding Land Costs</b>					\$451,491,214
<b>PROFIT</b>					
Land Value Before Developer's Profit (Net Proceeds - Total Construction Costs)					\$288,860,820
Less Developers profit @ 15.00% on Total Development Costs					\$96,541,905
<b>Net Value Attributed to Land</b>					<b>\$192,318,915</b>
<b>Estimated Residual Land Value/sq.ft. of 450,951 sq.ft. or 10.42 FSR</b>					<b>\$426</b>

**SUMMARY**

The Residual Method derived at a final land value of \$192,318,915 which equates to \$426 per buildable sq.ft. based on the proposed FSR calculated density of 10.42 FSR or 450,951 sq.ft. The final estimate of land value for the subject site, under the Residual Method, based on our assumptions and limiting conditions, as of July 31, 2023, is concluded at:

**ROUNDED TO**

**ONE HUNDRED AND NINETY-TWO MILLION, THREE HUNDRED AND TWENTY  
THOUSAND DOLLARS**  
**(\$192,320,000)**

## 10.0 RECONCILIATION AND FINAL ESTIMATES OF LAND VALUE

Direct Comparison Approach:	\$191,650,000
Land Residual Technique:	\$192,320,000

### DIRECT COMPARISON APPROACH

Using the Direct Comparison Approach, we have analyzed current sales of similar zoned and similar potential medium to high density redevelopment sites in comparable markets to derive a value based upon a price per buildable square foot. This analysis provides a general index of value for the subject property and the comparables analyzed on a price per buildable square foot basis provide a good indication of value for the subject property after adjustments.

### LAND RESIDUAL TECHNIQUE

The Land Residual Technique involves the estimate of market value "as if complete". Costs such as construction costs, servicing costs, sales commissions, overhead and a profit factor are then estimated and deducted from the estimate of market value. After deducting the costs associated with redevelopment of the properties, we estimated a residual land value of the site.

The two approaches derived a range in value from \$191,650,000 to \$192,320,000 and are felt to provide sufficient value support for each other. Given the lack of transactions of truly comparable development sites at this density, we have placed more weight in the value derived under the Land Residual Technique. After consideration of the previously discussed factors, we have concluded the final estimate of market value of the fee simple interest in the subject land component as of July 31, 2023 at:

**ONE HUNDRED AND NINETY-TWO MILLION DOLLARS**  
**(\$192,000,000)**

The value concluded above reflects the as is market value of the subject land component based on its highest and best use. No consideration has been given to the existing improvements on site.



## 11.0 CERTIFICATION

August 4, 2023

Re: 1045 Haro Street, Vancouver, BC

I certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
3. I have no past, present or prospective interest in the properties that are the subject of this report and no personal and/or professional interest or conflict with respect to the parties involved with this assignment.
4. I have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment;
5. My engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favoring the client, or the occurrence of a subsequent event.
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the CUSPAP.
7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP;
8. Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
9. As of the date of this report the undersigned has fulfilled the requirements of the AIC's Continuing Professional Development Program;
10. The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

**CERTIFICATION (continued)****CIVIC ADDRESS AND LEGAL DESCRIPTION**

1045 Haro Street, Vancouver, BC

Legal Description:

LOT 1 BLOCK 5 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP85244

Title Number: CA7024176

PID: 030-552-265

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTIES DESCRIBED, AS AT JULY 31, 2023 IS ESTIMATED AT: \$192,000,000.

AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO CERTAIN ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT.

Respectfully submitted,

**L.W. Property Advisors Ltd.**



Per: Rose Wang  
B.Comm, AACI, P. App  
AIC Membership No. 902311  
Signed: August 4, 2023

## 12.0 ASSUMPTIONS AND LIMITING CONDITIONS

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:

1. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the authors, subject to the qualification below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
2. Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
3. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
4. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
5. No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
6. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.

**ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

7. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
8. The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.
9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct.
10. The term "inspection" refers to observation and reporting of the general material finishing and conditions seen for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only, in accordance with the CUSPAP.

**ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The appraiser has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The appraiser has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this physical inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the appraiser.
12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the PIPEDA.
13. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
14. Written consent from the authors must be obtained before any part of the appraisal report can be used for any use by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee.
15. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright. This appraisal report, its content and all attachments/addendums and their content are the property of the author. The client, intended users and any appraisal facilitator are prohibited, strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

**ASSUMPTIONS AND LIMITING CONDITIONS (continued)**

- 16. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
  
- 17. Where the intended use of this report is for financing or mortgage lending, it is a condition of reliance on this report that the authorized user has or will conduct loan underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender, including but not limited to ensuring the borrower’s demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct such loan underwriting and due diligence in accordance with the standards set out by the Office of the Superintendent of Financial Institutions (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20, even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition.
  
- 18. Where the intended use of this report is for mortgage insurance, it is a condition of reliance on this report that the authorized user will conduct loan insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent mortgage insurer, including but not limited to ensuring the borrower’s demonstrated willingness and capacity to service his/her debt obligations on a timely basis, to conduct such loan insurance underwriting and/ due diligence in accordance with the standards set out by the Office of the Superintendent of Financial Institutions (OSFI) Residential Mortgage Insurance Underwriting Practices and Procedures B-21, even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition.

**Appendix "A"**

**Copy of the Title Information**

**TITLE SEARCH PRINT**

File Reference:

Declared Value \$164750000

2023-07-31, 13:26:14

Requestor: Joseph Gao

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

**Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

**Title Number**

From Title Number

CA7024176

CA7024175

**Application Received**

2018-08-27

**Application Entered**

2018-09-07

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

HARLOW HOLDINGS LTD., INC.NO. BC1164525  
#3300 - 1021 WEST HASTINGS STREET  
VANCOUVER, BC  
V6E 0C3

**Taxation Authority**

Vancouver, City of

**Description of Land**

Parcel Identifier:

030-552-265

Legal Description:

LOT 1 BLOCK 5 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN EPP85244

**Legal Notations**

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7024177  
FILED 2018-08-27

**Charges, Liens and Interests**

Nature:

EASEMENT AND INDEMNITY AGREEMENT

Registration Number:

251243M

Registration Date and Time:

1957-06-06 13:17

Registered Owner:

CITY OF VANCOUVER

Remarks:

PART DERIVED FROM FORMER SUBDIVISION "C" OF  
LOT 10, BLOCK 5, PLAN 833  
EXTENDED BY F76094, 30/10/1978



**TITLE SEARCH PRINT**

2023-07-31, 13:26:14

File Reference:

Requestor: Joseph Gao

Declared Value \$164750000

Nature: EASEMENT AND INDEMNITY AGREEMENT  
 Registration Number: F76094  
 Registration Date and Time: 1978-10-30 11:01  
 Registered Owner: CITY OF VANCOUVER  
 Remarks: ALL, EXCEPT PART DERIVED FROM FORMER  
 SUBDIVISION "C" OF LOT 10, BLOCK 5, PLAN 833  
 EXTENSION OF EASEMENT AND INDEMNITY AGREEMENT  
 251243M;

Nature: MORTGAGE  
 Registration Number: CA7024178  
 Registration Date and Time: 2018-08-27 12:34  
 Registered Owner: BANK OF MONTREAL

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7024179  
 Registration Date and Time: 2018-08-27 12:34  
 Registered Owner: BANK OF MONTREAL

Nature: MORTGAGE  
 Registration Number: CA7151176  
 Registration Date and Time: 2018-10-25 15:37  
 Registered Owner: 1104227 B.C. LTD.  
 INCORPORATION NO. BC1104227  
 FORSEED HARO HOLDINGS LTD.  
 INCORPORATION NO. BC1174875  
 0699099 B.C. LTD.  
 INCORPORATION NO. BC0699099

Nature: ASSIGNMENT OF RENTS  
 Registration Number: CA7151177  
 Registration Date and Time: 2018-10-25 15:37  
 Registered Owner: 1104227 B.C. LTD.  
 INCORPORATION NO. BC1104227  
 FORSEED HARO HOLDINGS LTD.  
 INCORPORATION NO. BC1174875  
 0699099 B.C. LTD.  
 INCORPORATION NO. BC0699099

Nature: PRIORITY AGREEMENT  
 Registration Number: CA7309857  
 Registration Date and Time: 2019-01-23 11:38  
 Remarks: GRANTING CA7024178 PRIORITY OVER CA7151176 AND  
 CA7151177

**TITLE SEARCH PRINT**

2023-07-31, 13:26:14

File Reference:

Requestor: Joseph Gao

Declared Value \$164750000

Nature:	PRIORITY AGREEMENT
Registration Number:	CA7309858
Registration Date and Time:	2019-01-23 11:38
Remarks:	GRANTING CA7024179 PRIORITY OVER CA7151176 AND CA7151177

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CA9504577
Registration Date and Time:	2021-11-15 09:57
Registered Owner:	TREASURE BAY HK LIMITED

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
-------------------------------------	------------------

<b>Transfers</b>	NONE
------------------	------

<b>Pending Applications</b>	NONE
-----------------------------	------

**Appendix "B"**

**Copy of the DD Zoning Bylaw**

# **(DD) Downtown District**

## By-law No. 4911

A By-law to Amend By-law No. 3575, Being the Zoning and Development By-law.

THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled enacts as follows:

1. The plan attached to and forming an integral part of By-law No. 3575 and designated as the "Zoning District Plan" and marked as Schedule "D" to said By-law is hereby amended according to the plan marginally numbered Z-178 annexed to this By-law and marked as Schedule "D" hereto, and in accordance with the explanatory legend, notations, references and boundaries designated, described, delimited and specified in particularity shown upon said plan annexed hereto; and the various boundaries and districts shown upon the plan hereto annexed respectively are an amendment of and in substitution for the respective districts, designated and marked on said Schedule "D" of said By-law No. 3575 insofar as the same are changed, modified or varied thereby, and the said Schedule "D" annexed to said By-law No. 3575 shall be deemed to be and is hereby declared to be amended accordingly, and the said Schedule "D" attached to this By-law is hereby declared to be and shall form an integral part of said plan marked as Schedule "D" to said By-law No. 3575, as if originally incorporated therein, and shall be interpreted accordingly.
2. The two areas shown outlined in black on the said plan are rezoned a Comprehensive Development District to be known and described as "Downtown District (DD)".
3. The only uses permitted within the said areas and the only uses for which development permits may be issued, as prescribed in detail in the Official Development Plan By-law No. 4912, are:
  - (a) commercial uses, including a body-rub parlour;
  - (b) residential uses;
  - (c) institutional uses;
  - (d) industrial uses (light);
  - (e) parks and open spaces;
  - (f) public uses and facilities;
  - (g) Urban Farm - Class B;

and other similar use or uses customarily ancillary to such uses, subject to the form, location and any special characteristics being in conformity with any Official Development Plan, By-law or applicable policies



and guidelines adopted by Council, and subject to such other conditions not inconsistent therewith which the Development Permit Board in its discretion may prescribe.

- 4. Any person wishing to carry out any development in the said district shall submit such plans and specifications as may be required by the Director of Planning.
- 5. No development permit shall be issued for any development unless such permit shall have received the approval of the Development Permit Board, unless otherwise approved by the Director of Planning pursuant to section 4.3 of this by-law.
- 6. This By-law shall come into force and take effect on and after the date of the passing hereof.

DONE AND PASSED in open Council this 4th day of November, 1975.

(Sgd) Arthur Phillips, Mayor  
(Sgd) Douglas H. Little, City Clerk

**See also Downtown District Official Development Plan**

## **Appendix "C"**

**Copy of the Rezoning Document provided by the Client**

**Please use the following link to access**

**<https://acrobat.adobe.com/id/urn:aaid:sc:US:cb60128f-8567-40b2-9b4a-a1e5ca3a098e>**

**Appendix "D"**

**Copy of the Certificate of Pending Litigation**



Land Title Act

**Charge, Notation or Filing**

NEW WESTMINSTER LAND TITLE OFFICE

NOV 15 2021 09:57:01.001

**CA9504577**

1. Application

**Daniel Shouldice, McMillan LLP**  
1500 - 1055 West Georgia Street  
PO Box 11117  
Vancouver BC V6E 4N7  
604-689-9111

2. Description of Land

PID/Plan Number	Legal Description
030-552-265 STC Ordered	LOT 1 BLOCK 5 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP85244

3. Nature of Charge, Notation, or Filing

Type	Affected Number	Additional Information
<b>CERTIFICATE OF PENDING LITIGATION</b>		

4. Person Entitled to be Registered as Charge Owner

**TREASURE BAY HK LIMITED**  
1500 - 1055 WEST GEORGIA STREET  
VANCOUVER BC V6E 4N7

**Electronic Signature**

Your electronic signature is a representation that  
(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250,  
and that you are authorized to electronically sign this application by an e-filing  
direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*,  
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.

**Blair George**  
**McRadu I4LW2C**  
Digitally signed by  
Blair George McRadu I4LW2C  
Date: 2021-11-15  
09:04:05 -08:00



**LAND TITLE ACT**  
Form 31 (Section 215 (1))

Nature of Charge: Certificate of pending litigation  
Legal Description:

City of Vancouver Parcel Identifier: 030-552-265 Lot 1  
Block 5 District Lot 185 Group 1 New Westminster  
District Plan EPP85244

Address of person entitled to register  
this certificate of pending litigation:

Treasure Bay HK Limited  
1500 - 1055 West Georgia Street  
Vancouver, BC V6E 4N7

Full name, address, telephone  
number of person presenting application:

Daniel Shouldice  
**McMILLAN LLP**  
Barristers and Solicitors  
Suite 1500, 1055 West Georgia Street  
Vancouver, BC V6E 4N7  
Telephone: (604) 689-9111

Fee: \$30.05



Signature of Solicitor for  
Treasure Bay HK Limited

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

No. S219889  
Vancouver Registry

Between **NOV 12 2021**

**In the Supreme Court of British Columbia**



**TREASURE BAY HK LIMITED**

**PLAINTIFF**

AND

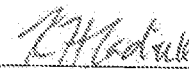
1115830 B.C. LTD., et al

**DEFENDANTS**

**CERTIFICATE OF PENDING LITIGATION**

I certify that in a proceeding commenced in this Court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and seal of the Court at Vancouver, British Columbia, this 12<sup>th</sup> day of November, 2021.



District Registrar

K. HLADIK  
DEPUTY DISTRICT REGISTRAR

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

NOV 18 2021



\$ 2,198.00

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN:**

**TREASURE BAY HK LIMITED**

**PLAINTIFF**

**AND**

1115830 B.C. LTD.  
1104227 B.C. LTD.  
KANG YU CANNING ZOU aka KENNY ZOU  
HARLOW HOLDINGS LTD. and  
GM INTERNATIONAL HOLDING LIMITED

**DEFENDANTS**

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

**JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.**

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**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

**CLAIM OF THE PLAINTIFF****Part 1: STATEMENT OF FACTS**Overview

1. This is a common law derivative action to recover approximately \$25 million owed by the British Columbia numbered company defendants to GM International Holding Limited ("GMIH"). The action is brought for and on behalf of GMIH by its sole minority shareholder, Treasure Bay HK Limited ("Treasure Bay").
2. The defendant, Kang Yu Canning Zou aka Kenny Zou ("Mr. Zou"), wholly owns and controls the defendants 1104227 BC Ltd. ("110 Limited") and 1115830 BC Ltd. ("111 Limited", together with 110 Limited, the "Zou BC Debtors"). He also beneficially owns and controls the majority shareholder of GMIH and acts as the de facto director of GMIH.
3. In breach of his fiduciary duties to GMIH, Mr. Zou had GMIH advance \$30 million to the Zou BC Debtors (the "Haro Loans") without adequate security. After the Haro Loans were in default, Mr. Zou then committed further breaches of his fiduciary duties by preventing GMIH from acting to recover the indebtedness owed to it.
4. In light of Mr. Zou's misconduct, Treasure Bay may act for and on behalf of GMIH to recover the indebtedness owed to it under the Haro Loans and to obtain damages against Mr. Zou for the breaches of his fiduciary duties to GMIH. This action is in the best interests of GMIH and is brought by Treasure Bay in good faith.

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### The Parties

5. The plaintiff, Treasure Bay, is a Hong Kong company and the 40% minority shareholder of GMIH, another Hong Kong company.
6. GMIH is named as a defendant herein solely for the purposes of providing it with notice of the proceeding and joining it as a party.
7. The defendant, Mr. Zou, is an individual resident in British Columbia. His address is 1690 Roxburgh Crescent, Vancouver, British Columbia.
8. Mr. Zou is the sole officer, director and beneficial owner of each of the Zou BC Debtors, which are incorporated under the laws of British Columbia.
9. The defendant, Harlow Holdings Ltd. ("Harlow"), is the registered owner of the Haro Property (as defined below). Mr. Zou is the President and a director of Harlow.
10. The registered and records office for each of the Zou BC Debtors and Harlow is located at 2900 – 550 Burrard Street, Vancouver, British Columbia.

### Mr. Zou Leveraged Family Relationships To Obtain the Haro Loans

11. Mr. Zou is the son-in-law of Wenbiao Dong ("Mr. Dong"). Until his resignation in October 2018, Mr. Dong was the Chairman of China Minsheng Investment Group Corp. Ltd. ("CMIG"), a Chinese investment group. Mr. Dong was also the Chairman of CMIG's Singapore subsidiary, CMIG International Holding Pte. Ltd. ("CMIH"), until his resignation in July 2019.
12. In 2016, Mr. Zou approached his father-in-law with an opportunity for CMIH to participate in the acquisition of the Grouse Mountain Resort in North Vancouver (the "Resort"). Prior to the acquisition of the Resort, CMIH, which handled CMIG's international investments, did not focus on Canadian investments and did not have any representatives in Canada.
13. As part of the plans to acquire the Resort, an affiliate of CMIH incorporated GMIH under the laws of Hong Kong on May 4, 2017. This affiliate of CMIH was a shareholder of GMIH until December 2018 when Treasure Bay, another affiliate of CMIH, succeeded to

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its interests. Since that time, Treasure Bay has held 40% of the outstanding shares of GMIH.

14. Upon its incorporation, GMIH's sole director was Laurence Liao ("Mr. Liao"), the then-CEO of CMIH. At that time, Mr. Liao reported to Mr. Dong, the then-chairman of CMIH and CMIG. Mr. Liao resigned from CMIH in November 2019 and Treasure Bay then nominated a successor as its nominee to the board of GMIH.
15. Mr. Zou subsequently obtained indirect control of GMIH through Best Access Global Holdings Limited ("Best Access"), a company incorporated in the British Virgin Islands. The sole recorded shareholder of Best Access is Lap Chuen Chan ("Mr. Chan"). However, at all times Mr. Zou has been the directing mind and beneficial owner of Best Access.
16. On July 12, 2017, Best Access obtained 60% of the outstanding shares of GMIH and its nominee, Mr. Chan, was appointed as a second director of GMIH, along with CMIH's nominee, Mr. Liao. However, Mr. Chan has never played any active role in GMIH's corporate governance. Mr. Chan has not attended board meetings with Treasure Bay's nominee and has not taken part in the company's decision-making. Instead, Mr. Zou has dealt with Treasure Bay and CMIH, made decisions on behalf of GMIH and has otherwise taken part in its board meetings and corporate governance.
17. Mr. Zou initially exercised his powers as a de facto director of GMIH by obtaining Mr. Chan's signature on board resolutions and other documents. Then, on or about December 15, 2020, he obtained Mr. Chan's power of attorney. Through Mr. Chan's power of attorney, Mr. Zou has signed corporate documents and continued to act as a de facto director of GMIH.
18. Following the acquisition of the Resort, Mr. Zou approached his father-in-law, Mr. Dong, to induce CMIH, through GMIH, to participate in the acquisition of a residential apartment building in downtown Vancouver now legally known and described as:

City of Vancouver Parcel Identifier: 030-552-265 Lot 1 Block 5 District Lot  
185 Group 1 New Westminster District Plan EPP85244

(the "Haro Property").

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19. Mr. Zou improperly leveraged his close family relationship with Mr. Dong to induce Mr. Liao into breaching his fiduciary duty to GMIH in approving the Haro Loans on terms favourable to the Zou BC Debtors, including failing to ensure the Zou BC Debtors granted adequate security for the Haro Loans. As a result, Mr. Liao approved the Haro Loans as CMIH's then-nominee to GMIH's board of directors, as did Mr. Chan (acting at Mr. Zou's direction) as the nominee of Best Access.
20. Mr. Zou further caused Mr. Liao and Mr. Chan to approve the improper use of funds by GMIH to advance the Haro Loans. Mr. Zou's interventions resulted in GMIH breaching its obligation under a third party loan agreement to use funds GMIH borrowed solely to refinance the Resort acquisition. As a result of Mr. Zou's misconduct, GMIH used these funds to advance the Haro Loans.

#### The Haro Loans

21. On October 20, 2017, GMIH advanced \$10,000,000 to 110 Limited (then known as the Haro and Thurlow Acquisition Corp.) pursuant to a loan agreement dated October 16, 2017 (the "110 Loan Agreement").
22. On August 20, 2018, GMIH advanced \$20,000,000 to 111 Limited pursuant to a loan agreement dated August 17, 2018 (the "111 Loan Agreement", together with 110 Loan Agreement, the "Haro Loan Agreements").
23. The material terms of the 110 Loan Agreement include:
  - (a) an initial term of one year, which is automatically renewed unless 110 Limited provides notice to GMIH to the contrary;
  - (b) payment of the outstanding balance due under the 110 Loan Agreement, including accrued and unpaid interest, in full at the end of the term;
  - (c) accrual of interest on the outstanding balance due under the 110 Loan Agreement at a rate of 8% per annum, payable at the end of the term or upon earlier repayment in full;
  - (d) the absence of any required monthly or annual payments prior to the end of the term; and

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- (e) upon default, immediate payment of the entire outstanding balance due under the 110 Loan Agreement, including interest and charges, to GMIH.
24. The material terms of the 111 Loan Agreement include:
- (a) an initial term of one year, which is automatically renewed unless 111 Limited provides notice to GMIH to the contrary, for a maximum term of four years;
  - (b) payment of the outstanding balance due under the 111 Loan Agreement, plus interest, in full at the end of the term;
  - (c) accrual of interest on the outstanding balance due under the 111 Loan Agreement at a rate of 15% per annum, payable annually, unless otherwise approved by GMIH; and
  - (d) upon default, immediate payment of the entire outstanding balance due under the 111 Loan Agreement, including interest and charges, to GMIH.
25. The Haro Loan Agreements are each governed by British Columbia law and each provide that the courts of British Columbia shall be the non-exclusive forum for any legal proceedings thereunder.
26. The express purpose of the Haro Loans was to assist the Zou BC Debtors with the purchase of the Haro Property.
27. Consistent with this purpose, the Haro Loan Agreements expressly contemplate that the Haro Loans would be secured by a charge against the interest of the Zou BC Debtors in the Haro Property. Each of the Haro Loan Agreements provides for the Zou BC Debtors to grant such security upon the acquisition of the Haro Property and the written request of GMIH.
28. Using the funds advanced under the Haro Loan Agreements, Mr. Zou acquired an indirect interest in the Haro Property in August 2018. From the time of the acquisition, Harlow has been the registered owner of the Haro Property. The beneficial owner of the Haro Property has been the Haro & Thurlow Limited Partnership. 110 Limited is a limited partner in the Haro & Thurlow Limited Partnership.

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29. Notwithstanding the acquisition of the Haro Property, GMIH advanced the Haro Loans without any security whatsoever. Although the Haro Loan Agreements expressly contemplate security in the Haro Property being granted on demand, Mr. Zou never took any steps to cause GMIH to make such a demand. Mr. Zou also failed to take any steps to ensure that GMIH obtained the charge on the shares of 111 Limited contemplated in section 11(c) of the 111 Limited Loan Agreement.
30. Mr. Zou, in acting on both sides of the transactions, obtained the Haro Loans on terms that are overly favourable to the Zou BC Debtors and prejudicial to the interests of GMIH. Specifically, as a result of Mr. Zou's interventions, the Haro Loan Agreements:
- (a) did not provide for adequate security in favour of GMIH;
  - (b) automatically renewed, perpetually in the case of the 110 Limited Loan Agreement, unless the Zou BC Debtors elected otherwise; and
  - (c) required either no installment payments of principal or interest, or, in the case of the 111 Limited Loan Agreement, only annual interest payments.

Defaults under the Haro Loan Agreements

31. GMIH received the following payments towards the amounts due under the Haro Loan Agreements:
- (a) \$10,000,000 on June 26, 2019; and
  - (b) \$5,000,000 on November 14, 2019
- (together, the "Haro Payments").
32. The Haro Payments were allocated to the outstanding amounts due under the 110 Loan Agreement first, in accordance with the long-standing rule that the earliest payments are allocated to the earliest debts. Accordingly, the balance due under the 110 Loan Agreement was paid in full and the remaining amount of \$3,652,105.79 applied to the outstanding principal and interest under the 111 Loan Agreement.



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33. As at November 14, 2019, the total accrued interest due under the 111 Loan Agreement was \$3,715,068.49. Even after application of the payments detailed above, 111 Limited failed to make all payments of annual accrued interest.
34. 111 Limited has defaulted under the 111 Limited Loan Agreement by:
- (a) failing to pay the annual accrued interest as required by section 5 of the 111 Limited Loan Agreement; and
  - (b) failing to make any interest payment when due on August 17, 2020, the second anniversary of the 111 Loan Agreement.
35. Notwithstanding the defaults by 111 Limited, Mr. Zou has refused to have GMIH issue any demand for payment of the outstanding balance due under the 111 Loan Agreement.
36. As at June 9, 2021, the amount of \$24,772,602.74, plus expenses (including legal fees) and interest after June 10, 2021 at the contractual rate of 15% per annum (the "Indebtedness"), remains outstanding under the 111 Loan Agreement.
37. In the alternative, if the Haro Payments are not allocated to the earliest debt, then 110 Limited has also defaulted under the 110 Loan Agreement by failing to pay the entire outstanding balance when due.
38. In the event that the Haro Payments are not allocated to the earliest debt, then the Zou BC Debtors are each indebted to GMIH for the respective outstanding amounts due under the Haro Loan Agreements.

Mr. Zou's Breaches of Fiduciary Duties

39. As a de facto director of GMIH, Mr. Zou owed fiduciary duties to GMIH to act honestly, in good faith and in the best interests of GMIH.
40. Mr. Zou breached his fiduciary duties to GMIH by arranging for GMIH to advance the Haro Loans on terms that favoured the Zou BC Debtors and without adequate security. He then further breached his duties by failing to obtain even the limited security in favour of GMIH contemplated in the Haro Loan Agreements.

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41. As the controlling mind of the Zou BC Debtors, Mr. Zou knew or ought to have known that there was a high likelihood that 111 Limited and/or 110 Limited would default under the Haro Loan Agreements. Mr. Zou also knew or ought to have known that the failure to obtain adequate security in favour of GMIH could significantly impair GMIH's ability to recover the full amount of the Indebtedness.
42. Mr. Zou further failed to act in the best interests of GMIH by arranging for the improper use of funds to advance the Haro Loans to his companies. In September 2017, GMIH borrowed \$54,000,000 (the "ADM Loan") from Eighty Eight Dragons Limited, a third party company controlled by ADM Capital, pursuant to a Facility Agreement dated September 25, 2017 (the "ADM Loan Agreement"). Section 3.1 of the ADM Loan Agreement required GMIH to use the ADM Loan to refinance the acquisition of the Resort assets, a transaction unrelated to the Haro Property. Nonetheless, GMIH used the funds from the ADM Loan to advance the Haro Loan to the Zou BC Debtors. Mr. Zou knew or ought to have known doing so was an improper use of the ADM Loan and a breach of GMIH's obligations under the ADM Loan Agreement.
43. As a result of the breaches of his fiduciary duties, Mr. Zou has caused GMIH to suffer loss, damage and expense, including, but not limited to, the amount of the Indebtedness. As a further result of such breaches, the Zou BC Debtors have wrongfully received the Haro Loans. Therefore, the Zou BC Debtors hold the Haro Loans, and any proceeds thereof, as constructive trustee for GMIH.

#### Treasure Bay's Attempts to Recover the Indebtedness

44. Treasure Bay and its nominee on GMIH's board of directors have made numerous requests that GMIH take steps to recover the Indebtedness and/or demand the Zou BC Debtors perfect the security contemplated in the Haro Loan Agreements. GMIH's President and General Counsel repeatedly asked Mr. Zou to cause GMIH to recover these funds in informal discussions with him regarding the Haro Loans and the Resort. In each case, Mr. Zou declined to take any action on behalf of GMIH.
45. By letter dated June 16, 2021 (the "June 16<sup>th</sup> Letter"), counsel for Treasure Bay wrote to GMIH and its directors requesting that GMIH demand repayment of the Indebtedness, enforce its rights under the Haro Loan Agreement and, unless the Indebtedness was repaid, commence an action against Mr. Zou for breach of fiduciary duties. If such

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actions were not taken by GMIH, Treasure Bay gave notice in the June 16<sup>th</sup> Letter that it would commence this action on behalf of GMIH.

46. By letter dated July 23, 2021, Peter Tan ("Mr. Tan"), Treasure Bay's nominee on the board of directors of GMIH, proposed to Mr. Chan that they hold a directors' meeting on July 29, 2021 to consider resolutions authorizing GMIH to pursue the actions demanded in the June 16<sup>th</sup> Letter. Mr. Zou responded, apparently on behalf of Mr. Chan, to indicate Best Access (or presumably its nominee) would not participate in the directors' meeting proposed by Mr. Tan.
47. As a result, GMIH has not pursued any of the actions demanded in the June 16<sup>th</sup> Letter from Treasure Bay. Mr. Zou has improperly blocked GMIH from pursuing such actions. In doing so, Mr. Zou has preferred his own interests over the interests of GMIH.
48. Treasure Bay has commenced this action in good faith, and in the best interests of GMIH, to pursue recovery of the Indebtedness and damages for breaches of fiduciary duties against Mr. Zou.

**Part 2: RELIEF SOUGHT**

1. Judgment against 111 Limited as follows:
  - (a) \$24,772,602.74 as at June 9, 2021;
  - (b) pre-judgment interest on the sum of \$24,772,602.74 after June 10, 2021 at the rate of 15% per annum pursuant to the 111 Loan Agreement or, alternatively, pre-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c. 79; and
  - (c) costs on a full indemnity basis pursuant to the 111 Loan Agreement or, alternatively, costs pursuant to the *Supreme Court Civil Rules*.
2. Alternatively, judgment against 110 Limited and 111 Limited for the outstanding amounts due under the 110 Limited Loan Agreement and the 111 Limited Loan Agreement, respectively, and an accounting of said outstanding amounts.
3. A declaration that Mr. Zou breached his fiduciary duties to GMIH.

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4. Judgment against Mr. Zou for damages for breach of fiduciary duty, plus pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act* and special costs or, alternatively, costs pursuant to the *Supreme Court Civil Rules*.
5. A declaration that GMIH is entitled to a constructive trust over the Haro Loans and any proceeds thereof.
6. A declaration that Treasure Bay is entitled to register an equitable mortgage charge against the Haro Property in favour of GMIH to secure the indebtedness due under the 111 Limited Loan Agreement.
7. A Certificate of Pending Litigation against the Haro Property.
8. A full tracing and accounting of the Haro Loans and any proceeds of the Haro Loans.
9. Disgorgement of the Haro Loans and any proceeds of the Haro Loans.
10. Such further and other relief as this Honourable Court deems just.

**Part 3: LEGAL BASIS**

1. This common law derivative action is brought by Treasure Bay on behalf of GMIH to recover the indebtedness and damages against Mr. Zou for breaches of his fiduciary duties to GMIH.
2. The laws of Hong Kong, where GMIH is incorporated, allow minority shareholders to pursue derivative actions under either statutory or common law. The statutory and common law derivative actions co-exist. While the statutory derivative action requires leave of a Hong Kong court to be granted, it only applies to actions to be brought before the Hong Kong courts. By contrast, under Hong Kong law, a shareholder may bring a common law derivative action without leave of a court.
3. Given that Mr. Zou and the Zou BC Debtors reside in British Columbia, the Haro Loan Agreements are governed by British Columbia law, and British Columbia is the choice of forum under the Haro Loan Agreements, Treasure Bay is entitled under Hong Kong law to pursue this common law derivative action in British Columbia without leave.

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4. In the alternative, if British Columbia law applies to determine Treasure Bay's standing to enforce GMIH's rights, British Columbia law recognizes that the common law derivative action continues to exist for claims brought on behalf of foreign companies.
5. Treasure Bay is entitled to commence and pursue this common law derivative action on behalf of GMIH against Mr. Zou and 111 Limited (or, in the alternative, against both Zou BC Debtors). GMIH's failure to take steps to recover the indebtedness, enforce the Haro Loan Agreements or commence an action against Mr. Zou for breaches of his fiduciary duties constitutes a fraud on Treasure Bay as minority shareholder of GMIH. Mr. Zou and his companies are the beneficiaries of such fraud. Accordingly, the common law fraud exception to the rule that only a company may sue for a wrong done to it is applicable.
6. By reason of 111 Limited's defaults under the 111 Loan Agreement, the indebtedness became immediately due and payable to GMIH. 111 Limited has failed to repay the indebtedness to GMIH despite its obligation to do so.
7. Alternatively, if the Haro Payments are not allocated to the earliest debt first, then the Zou BC Debtors are each indebted to GMIH for the respective outstanding amounts due under the Haro Loan Agreements. On behalf of GMIH, Treasure Bay seeks an accounting of the respective outstanding amounts due under the Haro Loan Agreements.
8. Mr. Zou is a de facto director of GMIH. As such, he owed GMIH fiduciary duties to GMIH to act honestly, in good faith and in the best interests of GMIH. Mr. Zou breached his fiduciary duties to GMIH by, amongst other things:
  - (a) arranging for GMIH to advance the Haro Loans on terms that favoured the Zou BC Debtors and without adequate security;
  - (b) failing to obtain the limited security in favour of GMIH contemplated in the Haro Loan Agreements; and
  - (c) arranging for the improper use of ADM Loan to advance the Haro Loans to his companies, causing GMIH to breach its obligations under the ADM Loan Agreement.

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9. As a result of these breaches of his fiduciary duties, Mr. Zou has caused GMIH to suffer loss, damage and expense, including, but not limited to, the amount of the indebtedness.
10. The Haro Loans were obtained through breaches of fiduciary duties. GMIH is therefore entitled to a remedial constructive trust over the Haro Loans and any proceeds thereof, as well as an accounting, equitable tracing and disgorgement of the Haro Loans and any proceeds thereof. The Zou BC Debtors, or any other person in receipt of the Haro Loans or proceeds thereof, holds the Haro Loans and any such proceeds as constructive trustee for GMIH.
11. GMIH is entitled to an equitable mortgage charging the Haro Property in accordance with the Haro Loan Agreements. An agreement to grant a mortgage when requested to do so, as provided for in the Haro Loan Agreements, creates an equitable mortgage. The Haro Loan Agreements contain the three essentials necessary for an equitable mortgage: the names of the parties, a description of the Haro Property and the amount owing between the parties and secured by such mortgage.
12. Treasure Bay seeks costs against the Zou BC Debtors on a full indemnity basis pursuant to the express terms of the Haro Loan Agreements. Treasure Bay also seeks special costs against Mr. Zou.

Plaintiff's address for service: McMillan LLP  
 Suite 1500 – 1055 West Georgia Street  
 Vancouver, BC V6E 4N7  
 Attention: Robert Wisner / Daniel Shouldice

Fax number address for service (if any): n/a

E-mail address for service (if any): robert.wisner@mcmillan.ca/daniel.shouldice@mcmillan.ca

Place of trial: Vancouver, BC

The address of the registry is: The Law Courts  
 800 Smithe Street  
 Vancouver, BC V6Z 2E1

Date: November 12, 2021



Signature of lawyer for the Plaintiff  
 Robert Wisner / Daniel Shouldice

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
  - (a) prepare a list of documents in Form 22 that lists
    - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
    - (ii) all other documents to which the party intends to refer at trial, and
  - (b) serve the list on all parties of record.

**APPENDIX****Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Common law derivative action for unpaid debt and breach of fiduciary duty.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4: ENACTMENTS:**

*Court Order Interest Act, RSBC 1996, c. 79.*



**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR  
SERVICE OUTSIDE BRITISH COLUMBIA**

The Plaintiff claims to serve this pleading on the Defendant, GM International Holding Limited ("GMIH"), outside British Columbia on the grounds that it:

- (a) concerns contractual obligations, and
  - (i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,
  - (ii) by its express terms, the contract is governed by the law of British Columbia; and
  - (iii) the Defendant GMIH has consented to legal proceedings relating to the contractual obligations being brought in British Columbia,
- (b) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia, and
- (c) concerns a tort committed in British Columbia.

## **Appendix "E"**

**Copy of Project Proforma provided by the Client**

	总面积	计算容积率面积	可售面积	可售比 (公摊)	单位数量	平均单位面积	
出售公寓	392,193		337,286		86%	423	701
商业	58,758		58,758		100%		
<b>总计</b>	<b>450,951</b>	<b>450,951</b>	<b>396,044</b>				

收入计算	单价1	总价1	单价2	总价2	备注
公寓销售	2,000	674,571,960	2,100	708,300,558	
商业出售	2,000	117,516,000	2,100	123,391,800	
销售费用 (商业与公寓)		(11,881,319)		(12,475,385)	1.50%
<b>项目总收入</b>		<b>780,206,641</b>		<b>819,216,973</b>	

<b>支出计算</b>						
拆除费用		4,000,000		4,000,000		
绿化交通费用	10	4,509,510		4,509,510	容积率面积\$10一尺	
施工费用	550	248,023,050	550	248,023,050	以总面积计算	
施工预留费用	5%	12,401,153		12,401,153		
开发管理费用	4%	10,757,349		10,416,968	以硬成本计算	
建筑设计	1.75%	4,557,424		4,557,424	以硬成本计算	
工程咨询	1.50%	3,906,363		3,906,363	以硬成本计算	
其他专业费用	1%	2,604,242		2,604,242	以硬成本计算	
DCL开发附加费-住宅 (出售)	\$35.46	11,960,161		11,960,161	住宅总共398,947尺	
DCL开发附加费-商业	\$28.63	1,682,242		1,682,242	商业总共42,762尺	
供水管道收费-住宅	\$1,988	840,924		840,924	每个居住单位\$1,988	
供水管道收费-商业	\$1.63	95,776		95,776	每尺\$1.63	
供水费-住宅	\$4,261	1,802,403		1,802,403	每个居住单位\$4,261	
供水费-商业	\$3.39	199,190		199,190	每尺\$3.39	
交通附加费-住宅	\$1,545	653,535		653,535	每个居住单位\$1,545	
交通附加费-商业	\$1.25	73,448		73,448	每尺\$1.25	
公共艺术附加费	\$1.98	892,883		892,883	以容积率面积计算	
<b>政府费用总计</b>		<b>18,200,560</b>		<b>18,200,560</b>		
补地价增容费用	\$200	40,696,000		40,696,000	203,480 增加容积率面积	
土地贷款利息		10,403,967		11,509,507	30个月, 50%土地价值, 8.5%利率	
建筑贷款利息		45,000,000		45,000,000	36个月, 75%建造成本, 8%利率	
贷款费用		3,000,000		3,000,000	总贷款额度0.75%	
中介费用 (出售公寓+商业)	3.50%	23,610,019		24,790,520		
土地转让税费		4,813,984		5,334,239		
<b>成本总计</b>		<b>431,669,635</b>		<b>433,615,296</b>		
<b>项目利润 (不计算土地成本)</b>		<b>348,537,005</b>		<b>385,601,677</b>		

**Appendix "F"**

**Qualifications of the Appraiser**

## QUALIFICATIONS

### ROSE SHUYANG WANG, B.Com., AACI, P.App.

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Experience with a variety of assignments involving medium to large scale proposed mixed use and multifamily projects, commercial and residential development sites, commercial retail, and office properties in the Metro Vancouver area. Designated member of the Appraisal Institute of Canada. Membership #902311

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#### EXPERIENCE:

<b>Present</b>	<b>Principal</b> L.W. Property Advisors Ltd. Specializing in medium to large scale proposed development projects, holding properties and development sites, and various asset classes in Metro Vancouver.
<b>2012 – 2019</b>	<b>Appraisal Contractor</b> Garnett Wilson Realty Advisors Ltd. Specialized in proposed multifamily and mixed use developments throughout Metro Vancouver.
<b>2011 – 2012:</b>	<b>Director of Residential Development</b> Carmichael Wilson Property Consultants Ltd. (CWPC). Specialized in appraisals of proposed multifamily and mixed use development projects, development parcels and master planned communities in Greater Vancouver Area.
<b>2003 – 2011</b>	<b>Senior Property Consultant / Property Consultant</b> Carmichael Wilson Property Consultants Ltd. (CWPC). Involved in all aspects of commercial appraisals and consulting work in British Columbia.

#### PROFESSIONAL LIABILITY INSURANCE:

<b>Since 2003:</b>	Appraisal Institute of Canada Type of Practice: Fee Appraiser (Claim Free) Trisura Guarantee Insurance Company
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**PROFESSIONAL QUALIFICATIONS AND MEMBERSHIPS:**

- May 2005:** Awarded use of the professional designations AACI (Accredited Appraiser Canadian Institute) and P.App. (Professional Appraiser) by the Appraisal Institute of Canada (Vancouver Chapter).
- 2001 - Present:** Real Estate Institute of BC
- 2002 - Present:** Urban Development Institute
- 2015 - Present:** BC Expropriation Association

**EDUCATION:**

- April 2005:** University of British Columbia: Fulfilled academic requirements for the Appraisal Institute of Canada's AACI and P.App designations by completing the Business 499 (demo report) course through the Department of Real Estate.
- May, 2003:** University of British Columbia: Completed Bachelor of Commerce degree program. Major in Urban Land Economics/Real Estate.
-

This is Exhibit " B " referred to in the  
Affidavit of KIMMY YU CHANLING ZOU.  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 12 day of December 2023.

[Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia



# BC ASSESSMENT

## IMPORTANT INFORMATION FOR PROPERTY IDENTIFICATION

Area: **09-Vancouver**

Jurisdiction: **200-City of Vancouver**

Roll: **027-603-119-05-0000**

CONFIDENTIAL PIN: **003351650**

Bulk Mail: **0005376780**  
School District: **39-Vancouver**  
Neighbourhood: **027**



## 2023 PROPERTY ASSESSMENT NOTICE

### Property Location & Description

**1045 HARO ST**  
LOT 1, PLAN EPP85244, DISTRICT LOT 185, NEW WESTMINSTER LAND DISTRICT  
PID: 030-552-265

This is **not** a tax notice. Tax notices are issued by local governments and taxing authorities.

This notice contains important information about your property. Please review and keep for your records. No action is required unless you disagree with your assessment.

2023 Assessment – represents your property value as of **July 1, 2022**

### YOUR PROPERTY VALUE HISTORY

Assessed Value	Value	Class
Land	84,853,000	Residential
Buildings	12,679,000	Business/Other
	441,000	Residential
	69,300	Business/Other
<b>2023 Assessed Value</b>	<b>\$98,042,300</b>	
<b>Taxable Value</b>	<b>Municipal</b>	
Less Exemptions	10,000	
<b>2023 Taxable Value</b>	<b>\$98,032,300</b>	

<b>2023</b>	<b>-9%</b>	<b>\$98,042,300</b>
<b>2022</b>	<b>0%</b>	<b>\$107,980,400</b>
<b>2021</b>	<b>-2%</b>	<b>\$108,157,000</b>
<b>2020</b>	<b>-12%</b>	<b>\$110,310,600</b>

Visit [bcassessment.ca/propertytax](https://bcassessment.ca/propertytax) and refer to the back page to learn how your value change and average change relate to your property taxes.

### Important messages about your 2023 Assessment

- City of Vancouver 2023 tax due dates are February 2nd and July 5th. Learn more at [vancouver.ca/property-tax](https://vancouver.ca/property-tax)
- Our records indicate that this property has two or more addresses.
- Please direct inquiries to: [specializedici@bcassessment.ca](mailto:specializedici@bcassessment.ca) or call 1-866-825-8322
- If you own land for the benefit of a corporation, a trust or legal partnership, you must check if you need to file with the Land Owner Transparency Registry. See [landtransparency.ca](https://landtransparency.ca) for more information.

### IMPORTANT DATES

- July 1, 2022**  
Assessed value is the property's market value as of this date.
  - October 31, 2022**  
Assessed value reflects property's physical condition and permitted use as of this date.
  - JAN 31**  
**THE DEADLINE FOR FILING A NOTICE OF COMPLAINT (APPEAL) IS JANUARY 31, 2023**
- Important information about the complaint process can be found on the back page.

The Assessment Office for this property is:

Vancouver Assessment Office  
200-2925 Virtual Way  
Vancouver BC V5M 4X5  
09-39-200-027-603-119-05-0000

The Owner/Lessee of this property is:

HARLOW HOLDINGS LTD  
C/O FIRSTSERVICE RESIDENTIAL BC LTD.  
700-200 GRANVILLE ST  
VANCOUVER BC V6C 1S4

### CONTACT US

For more information about your Assessment Notice go to [bcassessment.ca](https://bcassessment.ca)

From our website you can search for your property, compare your assessment and update your mailing address.

Call us at **1-866-valueBC** (1-866-825-8322) or 604-739-8588.

Before using information in this Notice for non-assessment purposes, please verify records with your Land Title Office. Wherever words or expressions used in this Notice differ from wording of the legislation, the legislation shall prevail. This information is current as of printing deadline.



## YOUR ASSESSMENT RELATIVE TO YOUR PROPERTY TAXES

An increase in your assessment does not necessarily mean an increase in your property taxes. Property tax changes are generally impacted by your assessment's change relative to your taxing jurisdiction's average assessment change for your property class.

If your property value increases above the jurisdiction's average assessment change, your property taxes may increase.

Learn more at [bcassessment.ca/propertytax](http://bcassessment.ca/propertytax).

Contact your local government or taxing authority if you have questions about your property taxes.

### How to review your property assessment

Does my assessment reflect its market value as of July 1<sup>st</sup>?

Visit [bcassessment.ca](http://bcassessment.ca), enter your address and view **Sample Sold Properties** for market values.

Contact **BCA** if you still have questions.

	Your Property's Value Change	Property Tax Impact*
	<b>LOWER</b> than Average Change for Property Class	Taxes Likely <b>DECREASE</b>
	<b>SIMILAR</b> to the Average Change for Property Class	Taxes Likely <b>DO NOT CHANGE</b>
	<b>HIGHER</b> than Average Change for Property Class	Taxes Likely <b>INCREASE</b>

\*assumes stable tax rates for your local government and other taxing authorities.

## WHAT IF I BELIEVE MY ASSESSMENT IS INCORRECT?

Visit [bcassessment.ca](http://bcassessment.ca) to check your property information, compare your assessed value to other similar properties, and review recent sales. If you would like to discuss this further, please call us at **1-866-825-8322** or **604-739-8588**.

If you think your assessment is incorrect, you may file a Notice of Complaint (appeal) for a formal hearing with an independent Property Assessment Review Panel.

Available online at [bcassessment.ca](http://bcassessment.ca), the Notice of Complaint (appeal) form can be filed online or by mail to your local BC Assessment office, and must be filed by the January 31, 2023 deadline.

Hearings are held between February 1 and March 15, 2023. A notice of hearing will be sent to you by mail and should arrive five days before your hearing. Hearings are held by teleconference and evidence can be submitted online for the Panel to review and consider. If you are unable to participate in the teleconference, you can upload your evidence and the Panel will review it at the time of the hearing. Evidence can be uploaded to the PARP Online Evidence Submission System at [www.parponlineevidencesubmission.gov.bc.ca](http://www.parponlineevidencesubmission.gov.bc.ca).

Do not wait for the hearing notice to arrive to begin preparing evidence that you wish to provide to the Panel. If you plan to be out of town in February-March, please contact BC Assessment about your hearing date.

## SHOULD I CONSIDER FILING AN APPEAL?

If you have discussed your concerns with BC Assessment, and still believe one or more of the following is incorrect:

- The Owner/lessee information.
- The value of the property as of July 1, 2022.
- The class of the property.
- The application of tax exemptions, if any, to the property.

The burden of proof rests with the complainant and **you must provide evidence** in support of your position.

Property Assessment Review Panel hearings will be conducted by a conference call/online or written submission process.

For more information about the complaint process, visit [gov.bc.ca/propertyassessmentreview](http://gov.bc.ca/propertyassessmentreview) or call the toll-free information line 1-877-356-9313.

**THE DEADLINE FOR FILING A NOTICE OF COMPLAINT (APPEAL) IS JANUARY 31, 2023**

## FIND OUT MORE AT BCASSESSMENT.CA

Visit [bcassessment.ca](http://bcassessment.ca) to search, check and compare property assessment information. Unlock additional features by registering for a free account to view recent sales, use our interactive map, create comparisons and save personalized favourites.

REGISTER ONLINE

VIEW RECENT SALES

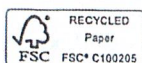
USE INTERACTIVE MAP

CREATE COMPARISONS

SAVE FAVOURITES

MOBILE FRIENDLY

We respectfully acknowledge the Indigenous communities on whose traditional and unceded territories we live and work.



OUR SERVICE COMMITMENT TO YOU IS TO BE...

OPEN & TRANSPARENT

FAIR & ACCURATE

TIMELY & ACCESSIBLE

KNOWLEDGEABLE & RESPECTFUL

INNOVATIVE & COLLABORATIVE

AAN23

This is Exhibit "C" referred to in the Affidavit of KANG YU CHAN 200. sworn (or affirmed) before me at

Vancouver, B.C. this 12 day of December 2023.

[Signature]  
A Commissioner/Notary Public for the Province of British Columbia



**PURCHASER'S STATEMENT OF ADJUSTMENTS**

VENDOR: BOALE, WOOD & COMPANY LTD., in its capacity as Court appointed liquidator for The Owners, Strata Plan VAS 857, and not in its personal capacity

PURCHASER: HARO AND THURLOW ACQUISITION CORP.

RE: PURCHASE OF: 1045 Haro Street, Vancouver, BC ("**Residential Units**") and 830, 834, 838, 842, 846 and 850 Thurlow Street, Vancouver, BC ("**Commercial Unit**"), and collectively legally described as NO PID NMBR Lot 1 Block 5 District Lot 185 Group 1 New Westminster District Plan EPP85244 (formerly Strata Lots 1-161 District Lot 185 New Westminster District Strata Plan VAS 857) (the "**Property**")

COMPLETION DATE: August 27, 2018

ADJUSTMENT DATE: August 27, 2018

POSSESSION DATE: August 27, 2018

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	<u>DEBITS</u>	<u>CREDITS</u>
Purchase Price	\$164,750,000.00	
1. Residential Units - \$138,385,781.73		
2. Commercial Unit - \$26,364,218.27		
<b><u>Goods and Sales Tax</u></b>		
GST payable on Sale Price of Residential Units (GST Exempt - Used Residential Property)	N/A	
GST payable on Sale Price of Commercial Unit (Purchaser is a GST Registrant and will self-assess)	NIL	
<b><u>Deposits</u></b>		
Deposits paid by Purchaser to Koffman Kalef LLP, In Trust (solicitors for The Owners, Strata Plan VAS857)		\$11,499,990.00
(First Deposit - \$1,500,000 and Second Deposit - \$9,999,990)		
<i>(interest on deposits to be provided to FMD on closing)</i>		
<b><u>Property Taxes and Utilities</u></b>		
Purchaser to credit Vendor for Purchaser's share of 2018 Property Tax and/or Utility Levy	\$96,911.88	
<b>See Schedule "A" attached</b>		

**Residential Units Rent and Security Deposits**

Vendor to credit Purchaser for August Rent paid by residential tenants of the Residential Units to Vendor \$21,778.44  
**See Schedule "B" attached**

Vendor to credit Purchaser for security deposits paid by residential tenants of the Residential Units to Vendor \$57,702.00  
**See Schedule "B" attached**

Vendor to credit Purchaser for interest on security deposits paid by residential tenants of the Residential Units \$90.83  
**See Schedule "B" attached**

**Commercial Unit Minimum Rent, Percentage Rent, Storage and Parking Rent, Additional Rent and Security Deposits**

Vendor to credit Purchaser for August Minimum Rent paid by commercial tenants of Commercial Unit to Vendor (plus GST) \$8,402.99  
**See Schedule "C" attached**

Vendor to credit Purchaser for August Storage and Parking Rent paid by commercial tenants of Commercial Unit to Vendor (plus GST) \$209.43  
**See Schedule "C" attached**

Additional Rent for August 2018 paid by commercial tenants of Commercial Unit to Vendor (plus GST) to be adjusted pursuant to undertaking between counsel for Vendor and Purchaser

Vendor to credit Purchaser for security deposits paid by commercial tenants of Commercial Unit to Vendor \$42,758.52  
**See Schedule "C" attached**

**Reconciliation of Operating Costs for Commercial Unit**

Surplus Operating Costs paid by commercial tenants of Commercial Unit to Vendor to be adjusted pursuant to undertaking between counsel for Vendor and Purchaser

**Six (6) Months Adjustment of Minimum Rent for Commercial Unit**

Purchaser to credit Vendor (on behalf of commercial tenants of Commercial Unit) Minimum Rent payable under the Commercial Leases for a period of six (6) months following the Completion Date pursuant to paragraph 3.3 of the Purchase and Sale Agreement dated March 20, 2017, as amended  
**See Schedule "D" attached**

\$297,706.02

**Service Contracts**

Richmond Elevator Maintenance Ltd. Invoice No. 585357 billed for a period from August 1 to August 30, 2018  
 Vendor to credit Purchaser  
 \$353.85 x 26 days / 31

\$296.78

All other service contracts to be adjusted pursuant to undertaking between counsel for Vendor and Purchaser

**Net Mortgage Proceeds**

\$92,371,500.00

Mortgage proceeds from new first mortgage in favour of the Bank of Montreal

**Property Transfer Tax**

\$7,628,215.63

Property Transfer Tax payable to Minister of Finance  
 1% on the 1<sup>st</sup> \$200,000  
 2% on the portion greater than \$200,000 and up to and including \$2,000,000  
 3% on the portion greater than \$2,000,000  
 Additional 2% on the residential portion greater than \$3,000,000

**See Schedule "E" attached**

BALANCE REQUIRED FROM PURCHASER TO COMPLETE

\$68,770,104.53

\$172,772,833.53

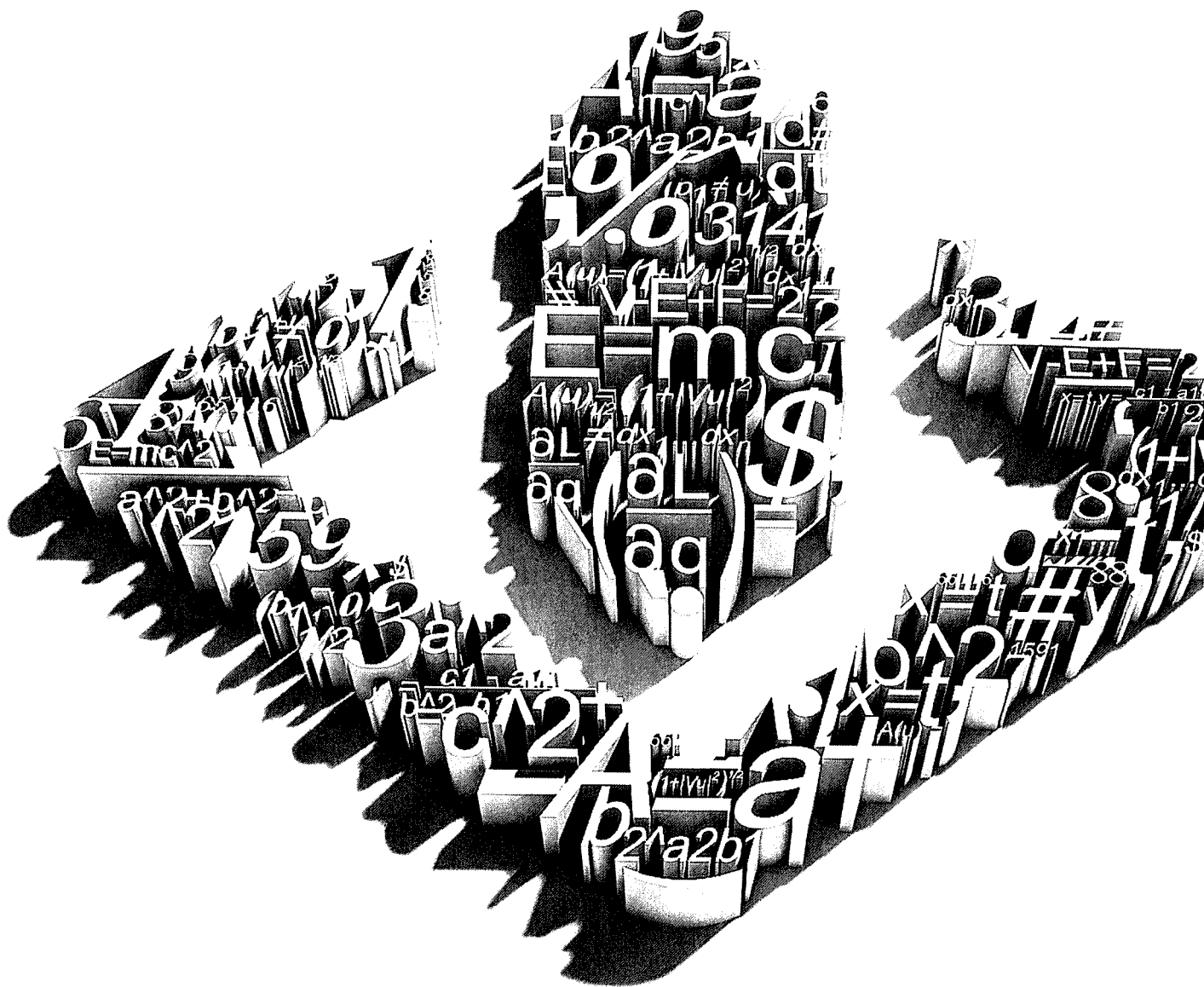
\$172,772,833.53

E.&O.E.

This is Exhibit " D " referred to in the  
Affidavit of KANG YU CARMING 200.  
sworn (or affirmed) before me at

Vancouver B.C.  
this 12 day of December 2021

[Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia



# FINANCIAL STATEMENTS

Haro – Thurlow Street Project Limited Partnership

January 1, 2023

(Unaudited)

INTRACORP



Building the Extraordinary

**Haro - Thurlow Street Project Limited Partnership**  
 Balance Sheet  
 (Unaudited)  
 As at January 1, 2023

	<b>2023</b>	<b>2022</b>
<b>Assets</b>		
Property Under Development	\$ 196,642,296	\$ 191,500,423
Cash	105,596	1,206,694
Accounts Receivable	184,325	561,449
Other Receivables	35,651	35,179
Due From Related Party	583	-
	<u>\$ 196,968,451</u>	<u>\$ 193,303,745</u>
<b>Liabilities</b>		
Due To (From) Related Party	\$ -	\$ 12,559
Accounts Payable and Accrued Liabilities	366,646	61,596
Tenant Deposits	101,824	101,824
Bank Indebtedness	94,000,000	94,000,000
Partners' Loans	84,438,901	84,438,901
	<u>178,907,371</u>	<u>178,614,880</u>
<b>Partners' Equity</b>	<u>18,061,080</u>	<u>14,688,865</u>
	<u>\$ 196,968,451</u>	<u>\$ 193,303,745</u>



**Haro - Thurlow Street Project Limited Partnership**  
Statement of Earnings / Loss  
(Unaudited)  
As at January 1, 2023

---

	2023	2022
<b>Revenue</b>		
Other Income	\$ (49)	\$ -
	<u>(49)</u>	<u>-</u>
<b>Expenses</b>		
Selling and Marketing expenses	1,670	-
	<u>1,670</u>	<u>-</u>
<b>Net loss for the year</b>	<u>\$ (1,719)</u>	<u>\$ -</u>

Haro - Thurlow Street Project Limited Partnership  
Statement of Shareholders' Equity  
(Unaudited)  
As at January 1, 2023

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Partner	Equity January 1, 2022	Net Earnings/ (Loss) Allocated	Contributions/ (Withdrawals)	Equity January 1, 2023
Forseed Haro Holdings Ltd.	\$ 6,653,468	\$ (773)	\$ 597,057	\$ 7,249,752
0699099 BC Ltd.	1,381,927	(173)	709,616	2,091,370
1104227 BC Ltd.	6,653,469	(773)	2,067,261	8,719,957
Haro and Thurlow GP Ltd.	1	-	-	1
	<u>\$ 14,688,865</u>	<u>\$ (1,719)</u>	<u>\$ 3,373,934</u>	<u>\$ 18,061,080</u>

This is Exhibit " E " referred to in the  
Affidavit of KIM WU YU CHANG 200.  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 12 day of December 2021.

[Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia

Your branch address:

595 BARRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



HARO - THURLOW STREET PROJECT LIMITED  
PARTNERSHIP  
550 BARRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

Your Branch  
MAIN OFFICE VANCOUVER  
Transit number: 0004

For questions about your  
statement call  
(604) 665-2643

Direct Banking  
1-877-262-5907  
www.bmo.com

## Business Banking statement

For the period ending January 31, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Jan 31, 2023
Treasury Account	105,596.33	1,412,341.95	1,719,173.16	412,427.54

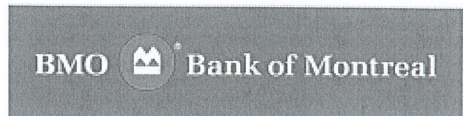
### Security Tips

Data Privacy Day is **January 28**. Never post your birthday or personal information on social media sites. This information can be used to target you. For more security tips, visit [bmo.com/security](http://bmo.com/security).

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				
		Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP		
<b>Dec 31</b>	<b>Opening balance</b>			<b>105,596.33</b>
Jan 04	Direct Deposit, CIBC MSP/DIV		2,528.02	108,124.35
Jan 06	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	741,827.40		-633,703.05
Jan 12	Direct Deposit, CIBC MSP/DIV		125,000.00	-508,703.05
Jan 12	Direct Deposit, CIBC MSP/DIV		35,000.00	-473,703.05
Jan 16	Direct Deposit, CASH MGMT INT BOM/B/M		372.52	-473,330.53
Jan 16	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		-473,390.53
Jan 27	Transfer, 2721-3971-185 3488		500,000.00	26,609.47
Jan 30	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		155,311.00	181,920.47

continued



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
Jan 31	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	664,180.82		-482,260.35
Jan 31	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		898,900.00	416,639.65
Jan 31	Direct Deposit, CIBC MSP/DIV		2,061.62	418,701.27
Jan 31	Interest Paid	6,273.73		412,427.54
<b>Jan 31</b>	<b>Closing totals</b>	<b>1,412,341.95</b>	<b>1,719,173.16</b>	
Number of items processed .....		4.....	8	

Your branch address:  
595 BARRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



HARO - THURLOW STREET PROJECT LIMITED  
PARTNERSHIP  
550 BARRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

Your Branch  
MAIN OFFICE VANCOUVER  
Transit number: 0004

For questions about your  
statement call  
(604) 665-2643

Direct Banking  
1-877-262-5907  
www.bmo.com

## Business Banking statement


For the period ending February 28, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Feb 28, 2023
Treasury Account # [REDACTED]	412,427.54	1,022,904.21	680,196.81	69,720.14

Avoid romance scams. Criminals adopt a fake identity to gain affection and trust and then manipulate or steal from victims. For more security tips - including an article on Romance scams - visit [bmo.com/security](http://bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				
	 Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP			
<b>Feb 01</b>	<b>Opening balance</b>			<b>412,427.54</b>
Feb 01	Incoming Wire Payment, INCOMING WIRE PAYMENT, US, CHAO LI		485,107.00	897,534.54
Feb 02	Cheque, NO.10305	5,828.01		891,706.53
Feb 03	Cheque, NO.10310	4,333.79		887,372.74
Feb 03	Cheque, NO.10309	4,156.95		883,215.79
Feb 03	Cheque, NO.10306	193,921.00		689,294.79
Feb 07	Cheque, NO.10308	157,500.00		531,794.79
Feb 09	Cheque, NO.10307	907.20		530,887.59
Feb 10	Direct Deposit, CANADA GST/TPS		24,531.63	555,419.22
Feb 10	Direct Deposit, CANADA GST/TPS		2,394.55	557,813.77
Feb 10	Direct Deposit, CANADA GST/TPS		1,221.98	559,035.75

continued



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
Feb 10	Direct Deposit, CANADA GST/TPS		1,075.45	560,111.20
Feb 10	Direct Deposit, CANADA GST/TPS		5,712.76	565,823.96
Feb 13	Direct Deposit, CIBC MSP/DIV		50,000.00	615,823.96
Feb 14	Direct Deposit, CASH MGMT INT BOM/B/M		153.44	615,977.40
Feb 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		615,917.40
Feb 21	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		110,000.00	725,917.40
Feb 28	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	656,197.26		69,720.14
<b>Feb 28</b>	<b>Closing totals</b>	<b>1,022,904.21</b>	<b>680,196.81</b>	

Number of items processed ..... 8..... 9

Number of cheques or related items enclosed in your statement..... 6

# Business Banking statement

HARO - THURLOW STREET PROJECT LIMITED,  
PARTNERSHIP  
For the period ending February 28, 2023

# Business Banking



ISN: 4317345875  
Cheque #10305

5,828.01

Haro - Thurlow Street Project Limited Partners  
800-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
595 Burrard Street  
Vancouver, BC V7X 1L7

CHEQUE NO. 10305  
DATE 1 2 0 1 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*Five thousand eight hundred twenty-eight and 01 / 100 Dollars\*\*\* \$5,828.01  
Canadian Funds

TO THE ORDER OF: Pool Group Inc  
Suite 200 - 1055 West Hastings Street  
Vancouver, BC V6E 2E9

MEMO:

1\*0000103051\* 1:00040=00 1: 12012023

Negotiating Institution: RBC ROYAL BANK  
Deposit Transit Number: 00010-003  
Account Number: 1000006  
Date (YYYYMMDD): 20230202  
Item Sequence Number: 7034558724

ATMD: V855  
Envelope #: 680

PRINTER ID # 1005-B

BACK/VERSO

ISN: 8415479640  
Cheque #10310

4,333.79

Haro - Thurlow Street Project Limited Partners  
800-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
595 Burrard Street  
Vancouver, BC V7X 1L7

CHEQUE NO. 10310  
DATE 1 2 0 1 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*Four thousand three hundred thirty-three and 79 / 100 Dollars\*\*\* \$4,333.79  
Canadian Funds

TO THE ORDER OF: Terra Law Corporation  
Suite 200-450 West Georgia Street  
Vancouver, BC V6B 4N7

MEMO:

1\*0000103101\* 1:00040=00 1: 12012023

00000003  
001 27260  
7034558724  
Terra Law Corporation  
General  
00040 001 1636 867

PRINTER ID # 1005-B

BACK/VERSO

ISN: 4110059718  
Cheque #10309

4,156.95

Haro - Thurlow Street Project Limited Partners  
800-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
595 Burrard Street  
Vancouver, BC V7X 1L7

CHEQUE NO. 10309  
DATE 1 2 0 1 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*Four thousand one hundred fifty-six and 95 / 100 Dollars\*\*\* \$4,156.95  
Canadian Funds

TO THE ORDER OF: KPMG LLP  
KPMG LLP, T4348  
P.O. Box 4348, Station A  
Toronto, ON M5W 7A6

MEMO:

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PRINTER ID # 1005-B

BACK/VERSO

ISN: 6111257523  
Cheque #10306

193,921.00

Haro - Thurlow Street Project Limited Partners  
800-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
595 Burrard Street  
Vancouver, BC V7X 1L7

CHEQUE NO. 10306  
DATE 1 2 0 1 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*One hundred ninety-three thousand nine hundred twenty-one and xx / 100 Dollars\*\*\* \$193,921.00  
Canadian Funds

TO THE ORDER OF: City of Vancouver  
PO Box 7747  
Vancouver, BC V6B 8R1

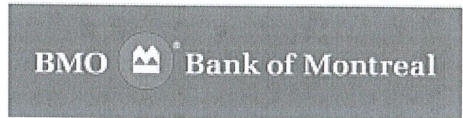
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BACK/VERSO





ISN: 4513223593  
Cheque #10308

157,500.00

Haro - Thurlow Street Project Limited Partners  
600-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
505 Burrard Street  
Vancouver, BC V7X 1L7

CHEQUE NO. 10308  
DATE 1 2 0 1 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*One hundred fifty-seven thousand five hundred and xx / 100 Dollars\*\*\* \$157,500.00  
Canadian Funds

TO THE ORDER OF Infracorp Projects Ltd.  
Suite 600-550 Burrard Street  
Vancouver, BC V6C 2B5

Per \_\_\_\_\_  
Per \_\_\_\_\_

MEMO:

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PRINTER ID # 1005-B

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Endorsament - Signature of Stamp  
Endossement - Signature ou timbre

BACKVERSO

ISN: 4317679184  
Cheque #10307

907.20

Haro - Thurlow Street Project Limited Partners  
600-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
505 Burrard Street  
Vancouver, BC V7X 1L7

CHEQUE NO. 10307  
DATE 1 2 0 1 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*Nine hundred seven and 20 / 100 Dollars\*\*\* \$907.20  
Canadian Funds

TO THE ORDER OF Eyford Macaulay Shaw & Padmanabhan LLP  
3000-850 West Georgia  
Vancouver, BC V6B 4N7

Per \_\_\_\_\_  
Per \_\_\_\_\_

MEMO:

\*0000 10307\* \*00040=00 10\*

PRINTER ID # 1005-B

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Deposited to the Credit of  
EYFORD PARTNERS LLP  
TR # 60010-610 ACC. #14-90010

Endorsament - Signature of Stamp  
Endossement - Signature ou timbre

BACKVERSO

Your branch address:

595 BURRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



**Your Branch**

MAIN OFFICE VANCOUVER  
Transit number: 0004

**For questions about your statement call**  
(604) 665-2643

**Direct Banking**  
1-877-262-5907  
www.bmo.com

**HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP**  
550 BURRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

## Business Banking statement


For the period ending March 31, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Mar 31, 2023
Treasury Account # [REDACTED]	69,720.14	729,345.72	742,848.46	83,222.88

March is Fraud Prevention Month. Are you up to date on the latest scams? Check out our Security Alerts page for a listing of the latest scams and ways to stay protected. [bmo.com/security](http://bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
	<b>Treasury Account # [REDACTED]</b>			
	 Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP			
<b>Mar 01</b>	<b>Opening balance</b>			<b>69,720.14</b>
Mar 03	Cheque, NO.10311	2,781.41		66,938.73
Mar 10	Direct Deposit, CIBC MSP/DIV		50,000.00	116,938.73
Mar 10	Direct Deposit, CIBC MSP/DIV		2,518.67	119,457.40
Mar 13	Direct Deposit, CIBC MSP/DIV		125,000.00	244,457.40
Mar 14	Direct Deposit, CASH MGMT INT BOM/B/M		2,331.59	246,788.99
Mar 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		246,728.99
Mar 27	Transfer, 2721-3971-185 3488		200,000.00	446,728.99
Mar 28	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		160,500.00	607,228.99
Mar 29	Deposit at, BR. 0744		200,000.00	807,228.99

continued



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
Mar 31	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	726,504.11		80,724.88
Mar 31	Direct Deposit, CIBC MSP/DIV		2,498.20	83,223.08
Mar 31	Deposit Contents fee, CHQ 1 @ \$0.20	0.20		83,222.88
<b>Mar 31</b>	<b>Closing totals</b>	<b>729,345.72</b>	<b>742,848.46</b>	
Number of items processed .....		4	8	
Number of cheques or related items enclosed in your statement.....		1		

# Business Banking statement

HARO - THURLOW STREET PROJECT LIMITED,  
PARTNERSHIP  
For the period ending March 31, 2023

# Business Banking



## 2023 Trustee Notification and Collection of Beneficiary Information by April 30, 2023

Bank of Montreal, Bank of Montreal Mortgage Corporation, and BMO Trust Company (collectively "BMO") are proud members of Canada Deposit Insurance Corporation (CDIC) and as such are required to annually remind trustee depositors to provide us with updated beneficiary information ensuring strong CDIC deposit insurance protection.

For more information, please see <https://www.cdic.ca/financial-community/for-trustees/for-professional-trustees/timeline/>

**If you are a Trustee** who holds deposits for others, you have certain obligations you must meet to help ensure that those deposits continue to be protected by CDIC for up to \$100,000 per beneficiary.

You must:

- Confirm that the deposit is held in trust;
- Provide the full name of each trustee of the deposit, and the address of at least one trustee;
- Provide the full name and address of each beneficiary of the deposit account that you hold in trust for them; and
- If there is more than one beneficiary to the deposit account, provide the interest of each beneficiary in the funds held in the trust account, as a percentage of the trust

**The required information as above, must be provided to us by April 30, 2023.**

**You may do so by visiting the closest BMO branch location or calling your branch or Relationship Manager.**

If you do not provide us with the required information and keep it up-to-date, the deposits that you hold in trust for others may not receive CDIC deposit insurance protection up to \$100,000 per beneficiary. CDIC relies on the latest information on our records to protect your deposits.

For more information on the responsibilities of trustee depositors, please visit: <https://www.cdic.ca/financial-community/for-trustees/>

Please note that certain Trustees who hold or place deposits in their professional capacity may qualify as a Professional Trustee for the purposes of CDIC's deposit insurance protection.

For more information on how to determine if you are a Professional Trustee, and if the Professional Trustee framework is right for you, please visit:

<https://www.cdic.ca/financial-community/for-trustees/for-professional-trustees>

**If you already have one or more trust accounts designated as Professional Trustee (PTA) with BMO**, to ensure your PTAs retain their designation, you are required to provide us with an annual attestation which indicates that you continue to qualify as a Professional Trustee and includes any updates to your contact information by **April 30, 2023**.

**To assist you, we provide the CDIC Professional Trustee Account Attestation** on [https://www.bmo.com/pdfs/template-professional-trustee-account-attestation\\_en.pdf](https://www.bmo.com/pdfs/template-professional-trustee-account-attestation_en.pdf)

Additional information can also be found on [bmo.com/cdic](https://www.bmo.com/cdic)

**Please complete and return to your branch or Relationship Manager by April 30, 2023.**

Please note that if you do not provide us with a completed attestation by April 30, 2023, your PTAs will lose their designation. For trust accounts not designated PTAs you will need to provide to BMO, on an ongoing basis, up-to-date trustee and beneficiary information related to each of your accounts. CDIC will rely on the latest information on our records to determine deposit insurance protection.

To advise us whether your status as a Professional Trustee has changed, or if you have questions about how your deposits are held and the required form, please contact your branch or Relationship Manager.







Your branch address:

595 BARRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



HARO - THURLOW STREET PROJECT LIMITED  
PARTNERSHIP  
550 BARRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

**Your Branch**  
MAIN OFFICE VANCOUVER  
Transit number: 0004

**For questions about your  
statement call**  
(604) 665-2643

**Direct Banking**  
1-877-262-5907  
www.bmo.com

## Business Banking statement

For the period ending April 28, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Apr 28, 2023
Treasury Account # [REDACTED]	83,222.88	2,180.57	717,573.11	798,615.42

Protect yourself from emerging scams:  
BMO has a quick-reference guide to  
learn about the most common scams  
out there, and how to protect yourself  
from them. Find out more in our  
Learning Centre on  
[bmo.com/security](http://bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
------	-------------	---	--	--------------

 Treasury Account # [REDACTED]

Business name:  
HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

<b>Apr 01</b>	<b>Opening balance</b>			<b>83,222.88</b>
Apr 12	Direct Deposit, CIBC MSP/DIV		50,000.00	133,222.88
Apr 12	Direct Deposit, CIBC MSP/DIV		125,000.00	258,222.88
Apr 17	Direct Deposit, CASH MGMT INT BOM/B/M		933.09	259,155.97
Apr 17	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		259,095.97
Apr 24	Direct Deposit, CIBC MSP/DIV		275,000.00	534,095.97
Apr 24	Direct Deposit, CIBC MSP/DIV		75,000.00	609,095.97
Apr 24	Cheque, NO.10314	2,120.57		606,975.40
Apr 25	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		39,208.00	646,183.40
Apr 26	Transfer, 2721-3971-185 3488		150,000.00	796,183.40

continued



Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
Apr 26	Direct Deposit, CIBC MSP/DIV		2,432.02	798,615.42
<b>Apr 28</b>	<b>Closing totals</b>	<b>2,180.57</b>	<b>717,573.11</b>	
	Number of items processed .....	2	8	
	Number of cheques or related items enclosed in your statement.....	1		

**We're making changes to our Wire Payment Fees\*.**

**Effective July 5, 2023:**

- **Incoming Wire Fees** will increase from \$14 to **\$16 per transfer**
- **Outgoing Wire Fees** will change from 0.2% Wire Value (Min charge \$15, Max charge \$125) + \$10 Communication charge to a fixed **\$40 Wire Fee + \$10 Communication charge**

**To learn more about these changes, visit [bmo.com/pricechange2023](http://bmo.com/pricechange2023) or your branch.**

\*Business Banking customers using Online Banking for Business Wire Transfer Service are not impacted by this change.



# Business Banking statement

HARO - THURLOW STREET PROJECT LIMITED,  
PARTNERSHIP  
For the period ending April 28, 2023

# Business Banking



**ISN: 8411444545**  
**Cheque #10314**

**2,120.57**

Haro - Thurlow Street Project Limited Partners 600-550 Burrard Street Vancouver, BC V5C 2B5		Bank of Montreal 255 Bankers Street Vancouver, BC V7X 1L7		CHEQUE NO. 10314 DATE 2 3 0 3 2 0 2 3 D D M M Y Y Y
PAY: ***Two thousand one hundred twenty and 57/100 Dollars***		<b>\$2,120.57</b> Canadian Funds		
TO THE ORDER OF	Receiver General PO Box 10003 STN Terminal Vancouver, BC V6B 6M8	Per <u><i>[Signature]</i></u>		
MEMO:		Per <u><i>[Signature]</i></u>		

\*0000 10314\* 00004000 10

24APR2023 001 00040 7059C3070241500 341-345	<b>PRINTER ID # 1002-B</b> 10/24/2023 10:00 AM 10/24/2023 10:00 AM 10/24/2023 10:00 AM 10/24/2023 10:00 AM 10/24/2023 10:00 AM 10/24/2023 10:00 AM 10/24/2023 10:00 AM 10/24/2023 10:00 AM
Endorsement - Signature or Stamp Endorsement - Signature or Stamp	
BACKVERSO	



**Your branch address:**

595 BARRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



**HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP**  
550 BARRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

**Your Branch**  
MAIN OFFICE VANCOUVER  
Transit number: 0004

**For questions about your statement call**  
(604) 665-2643

**Direct Banking**  
1-877-262-5907  
www.bmo.com

## Business Banking statement


For the period ending May 31, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on May 31, 2023
Treasury Account # [REDACTED]	798,615.42	1,459,982.77	774,264.80	112,897.45

When in doubt, don't click! Avoid clicking links found in suspicious emails. If it doesn't feel right, it probably isn't! View our phishing videos by visiting [bmo.com/security](https://www.bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				
 Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP				
<b>Apr 29</b>	<b>Opening balance</b>			<b>798,615.42</b>
May 01	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	726,504.11		72,111.31
May 03	Cheque	58.81		72,052.50
May 03	Cheque, NO.10316	2,336.89		69,715.61
May 04	Cheque, NO.10312	7,875.00		61,840.61
May 04	Cheque, NO.10315	7,875.00		53,965.61
May 10	Direct Deposit, CIBC MSP/DIV		125,000.00	178,965.61
May 10	Direct Deposit, CIBC MSP/DIV		50,000.00	228,965.61
May 12	Direct Deposit, CASH MGMT INT BOM/B/M		1,205.90	230,171.51
May 12	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		230,111.51

continued



### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
May 16	Cheque, NO.10317	1,952.69		228,158.82
May 16	Direct Deposit, CIBC MSP/DIV		2,250.90	230,409.72
May 26	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		109,688.00	340,097.72
May 29	Transfer, 2721-3971-185 3488		150,000.00	490,097.72
May 29	Cheque, NO.10318	1,851.78		488,245.94
May 30	US \$ Cheque Sale, AT1.3445 HC \$5.00, 250000.00		336,120.00	824,365.94
May 31	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	703,068.49		121,297.45
May 31	Cheque, NO.10319	8,400.00		112,897.45
<b>May 31</b>	<b>Closing totals</b>	<b>1,459,982.77</b>	<b>774,264.80</b>	

Number of items processed ..... 10..... 7

Number of cheques or related items enclosed in your statement..... 7



ISN: 1110227845  
Cheque #10317

1,952.69


Haro - Thurlow Street Project Limited Partners  
609-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
555 Burrard Street  
Vancouver, BC V7X 1L7


CHEQUE NO. 10317  
DATE 1 1 0 5 2 0 2 3  
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PAY: \*\*\*One thousand nine hundred fifty-two and 89 / 100 Dollars\*\*\* \$1,952.69  
Canadian Funds

TO THE ORDER OF Receiver General  
PO Box 10000 STN Terminal  
Vancouver, BC V6B 6M8

Per: 

MEMO:

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Endossement - Signature ou timbre

BACK/VERSO

ISN: 1610467300  
Cheque #10318

1,851.78

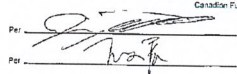
Haro - Thurlow Street Project Limited Partners  
600-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
555 Burrard Street  
Vancouver, BC V7X 1L7


CHEQUE NO. 10318  
DATE 2 3 0 5 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*One thousand eight hundred fifty-one and 78 / 100 Dollars\*\*\* \$1,851.78  
Canadian Funds

TO THE ORDER OF Receiver General  
PO Box 10000 STN Terminal  
Vancouver, BC V6B 6M8

Per: 

MEMO:

\*000010318\* \*000400001\* 

20MAY2023  
001 00040  
705803610263500  
341-346

PRINTER ID # 1005-B

Endorsement - Signature or Stamp  
Endossement - Signature ou timbre

BACK/VERSO

ISN: 9310160023  
Cheque #10319

8,400.00

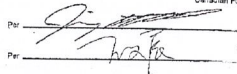
Haro - Thurlow Street Project Limited Partners  
600-550 Burrard Street  
Vancouver, BC V6C 2B5

Bank of Montreal  
655 Burrard Street  
Vancouver, BC V7X 1L7


CHEQUE NO. 10319  
DATE 2 3 0 5 2 0 2 3  
D D M M Y Y Y Y

PAY: \*\*\*Eight thousand four hundred and xx / 100 Dollars\*\*\* \$8,400.00  
Canadian Funds

TO THE ORDER OF Colliers Strategy & Consulting Inc  
200 Granville Street, 19th Floor  
Vancouver, BC V6C 2R8

Per: 

MEMO:

\*000010319\* \*000400001\*  (1812) Consulting 452100

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2023-05-31  
767969470000010  
BMO  
1651427

PRINTER ID # 1005-B

Endorsement - Signature or Stamp  
Endossement - Signature ou timbre

BACK/VERSO

**Your branch address:**  
 595 BARRARD STREET  
 VANCOUVER, B.C. V7X1L7

# Business Banking



**HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP**  
 550 BARRARD ST SUITE 600  
 VANCOUVER BC V6C 2B5

**Your Branch**  
 MAIN OFFICE VANCOUVER  
 Transit number: 0004

**For questions about your statement call**  
 (604) 665-2643

**Direct Banking**  
 1-877-262-5907  
 www.bmo.com

## Business Banking statement


For the period ending June 30, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Jun 30, 2023
Treasury Account # [REDACTED]	112,897.45	60.00	271,132.62	383,970.07

Cryptocurrency scams are popping up more and more. Learn how you can protect yourself and your finances. Visit the Learning Centre on [bmo.com/security](http://bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				
	Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP			
<b>Jun 01</b>	<b>Opening balance</b>			<b>112,897.45</b>
Jun 12	Direct Deposit, CIBC MSP/DIV		125,000.00	237,897.45
Jun 12	Direct Deposit, CIBC MSP/DIV		50,000.00	287,897.45
Jun 14	Direct Deposit, CANADA GST/TPS		11.10	287,908.55
Jun 14	Direct Deposit, CASH MGMT INT BOM/B/M		867.44	288,775.99
Jun 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		288,715.99
Jun 27	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		95,000.00	383,715.99
Jun 28	Direct Deposit, CANADA GST/TPS		254.08	383,970.07
<b>Jun 30</b>	<b>Closing totals</b>	<b>60.00</b>	<b>271,132.62</b>	

Number of items processed ..... 1 ..... 6



### **Important information request**

As part of our regulatory ongoing monitoring requirements and continued efforts to safeguard your banking information, we want to ensure your profile information is kept up-to-date and accurate. If there are any changes to your profile information, **and BMO has not yet been advised**, please **call us at 1-877-345-7777 or visit your local BMO branch**.

Please bring applicable documentation depending on the nature of any changes as per below along with the proof of continuity of business (e.g., recent Financial Statement) to your local BMO Branch (proof of continuity is not required for Sole Proprietors):

#### **Legal or Trade name change**

- Articles of Amendment, Trade Name Registration, etc.
- **Directors**
  - Information of all new or changed Directors including:
    - ▶ Name
    - ▶ Occupation (or if self-employed, nature of primary business)
  - Supporting documentation of amendment (e.g., change notice, amend notice, etc.)
- **Beneficial Owners**
  - Information of all Beneficial Owners owning 25% or more of the business including:
    - ▶ Name
    - ▶ Address
    - ▶ Occupation (or if self-employed, nature of primary business)
    - ▶ Percentage ownership
- **Trustees; Beneficiaries**
  - Information of all Trustees and named Beneficiaries including:
    - ▶ Name
    - ▶ Address
  - Supporting documentation of amendment (e.g., Trust document)

Please note that depending on the nature of any changes, updated account documentation may need to be executed at the branch by the appropriate signing officers and cannot be completed over the phone.

Your branch address:

595 BARRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



HARO - THURLOW STREET PROJECT LIMITED  
PARTNERSHIP  
550 BARRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

Your Branch  
MAIN OFFICE VANCOUVER  
Transit number: 0004

For questions about your  
statement call  
(604) 665-2643

Direct Banking  
1-877-262-5907  
www.bmo.com

## Business Banking statement


For the period ending July 31, 2023

### Summary of account

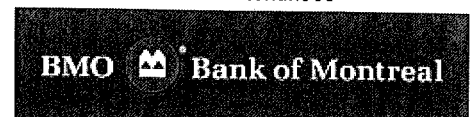
Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Jul 31, 2023
Treasury Account # [REDACTED]	383,970.07	719,044.60	554,724.10	219,649.57

Learn how to best protect yourself when using Wi-Fi networks; private and public. For useful security tips, visit [bmo.com/security](http://bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				
	 Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP			
<b>Jul 01</b>	<b>Opening balance</b>			<b>383,970.07</b>
Jul 04	Deposit		300,000.00	683,970.07
Jul 04	Deposit at, BR. 0986		40,000.00	723,970.07
Jul 05	Debit Memo, 0036996127000369961270001, INTEREST PAYMENT	717,232.88		6,737.19
Jul 11	Direct Deposit, CIBC MSP/DIV		50,000.00	56,737.19
Jul 14	Direct Deposit, CIBC MSP/DIV		125,000.00	181,737.19
Jul 17	Direct Deposit, CASH MGMT INT BOM/B/M		968.10	182,705.29
Jul 17	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		182,645.29
Jul 27	Incoming Wire Payment, INCOMING WIRE PAYMENT, CA, TERRAPOINT DEVELOPMEN		38,756.00	221,401.29
Jul 31	Cheque, NO.10320	1,751.12		219,650.17

continued





### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
Jul 31	Deposit Contents fee, CHQ 3 @ \$0.20	0.60		219,649.57
<b>Jul 31</b>	<b>Closing totals</b>	<b>719,044.60</b>	<b>554,724.10</b>	
	Number of items processed .....	4.....	6	
	Number of cheques or related items enclosed in your statement.....	1		



Your branch address:

595 BURRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



**Your Branch**

MAIN OFFICE VANCOUVER  
Transit number: 0004

**For questions about your statement call**  
(604) 665-2643

**Direct Banking**  
1-877-262-5907  
www.bmo.com

HARO - THURLOW STREET PROJECT LIMITED  
PARTNERSHIP  
550 BURRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

## Business Banking statement

For the period ending August 31, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Aug 31, 2023
Treasury Account # [REDACTED]	219,649.57	60.00	177,585.09	397,174.66

### Security Tip

Vacation pictures ready for posting on social media? Maybe reconsider. Sharing too much information on social media may provide clues to cybercriminals to access your accounts. Visit [bmo.com/security](http://bmo.com/security) - Security Tips section for more resources on how to stay protected.

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
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Treasury Account # [REDACTED]

Business name:  
HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

<b>Aug 01</b>	<b>Opening balance</b>			<b>219,649.57</b>
Aug 11	Direct Deposit, CIBC MSP/DIV		125,000.00	344,649.57
Aug 11	Direct Deposit, CIBC MSP/DIV		50,000.00	394,649.57
Aug 14	Direct Deposit, CASH MGMT INT BOM/B/M		786.30	395,435.87
Aug 14	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		395,375.87
Aug 16	Direct Deposit, CIBC MSP/DIV		1,798.79	397,174.66
<b>Aug 31</b>	<b>Closing totals</b>	<b>60.00</b>	<b>177,585.09</b>	

Number of items processed ..... 1 ..... 4



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Did you know that you can access your BMO® bank account statements securely from anywhere, at any time? Check out our eStatement options at **[bmo.com/estatements](http://bmo.com/estatements)**.

To view your eStatements you must be registered for Digital Banking or Online Banking for Business (OLBB).

Your branch address:  
595 Burrard Street  
Vancouver, B.C. V7X1L7

# Business Banking



HARO - THURLOW STREET PROJECT LIMITED  
PARTNERSHIP  
550 Burrard St Suite 600  
Vancouver BC V6C 2B5

Your Branch  
MAIN OFFICE VANCOUVER  
Transit number: 0004

For questions about your  
statement call  
(604) 665-2643

Direct Banking  
1-877-262-5907  
www.bmo.com

## Business Banking statement

For the period ending September 29, 2023

### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Sep 29, 2023
Treasury Account # [REDACTED]	397,174.66	2,736.07	178,873.33	573,311.92

### Security Tip

Kids are growing up in a vast and ever-changing digital environment. As online learning and socializing increases, find tips by visiting [bmo.com/security](http://bmo.com/security) to help keep your kids safe on the Internet.

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
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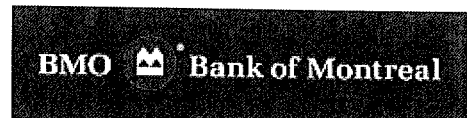
Treasury Account # [REDACTED]

Business name:  
HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP

<b>Sep 01</b>	<b>Opening balance</b>			<b>397,174.66</b>
Sep 11	Direct Deposit, CIBC MSP/DIV		125,000.00	522,174.66
Sep 12	Direct Deposit, CIBC MSP/DIV		50,000.00	572,174.66
Sep 15	Direct Deposit, CASH MGMT INT BOM/B/M		1,514.00	573,688.66
Sep 15	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		573,628.66
Sep 19	Cheque, NO.10321	2,676.07		570,952.59
Sep 28	Direct Deposit, CIBC MSP/DIV		2,359.33	573,311.92
<b>Sep 29</b>	<b>Closing totals</b>	<b>2,736.07</b>	<b>178,873.33</b>	

Number of items processed ..... 2 ..... 4

Number of cheques or related items enclosed in your statement..... 1



**Important information request**

As part of our regulatory ongoing monitoring requirements and continued efforts to safeguard your banking information, we want to ensure your profile information is kept up-to-date and accurate. If there are any changes to your profile information, **and BMO has not yet been advised**, please **call us at 1-877-345-7777 or visit your local BMO branch**.

Please bring applicable documentation depending on the nature of any changes as per below along with the proof of continuity of business (e.g., recent Financial Statement) to your BMO representative or local BMO Branch (proof of continuity is not required for Sole Proprietors):

- **Legal or Trade Name Change**
  - Articles of Amendment, Trade Name Registration, etc.
- **Directors**
  - Information of all new or changed Directors including:
    - ▶ Name
    - ▶ Occupation (or if self-employed, nature of primary business)
  - Supporting documentation of amendment (e.g., change notice, amend notice, etc.)
- **Beneficial Owners**
  - Information of all Beneficial Owners owning 25% or more of the business including:
    - ▶ Name
    - ▶ Address
    - ▶ Occupation (or if self-employed, nature of primary business)
    - ▶ Percentage ownership
- **Trustees; Beneficiaries**
  - Information of all Trustees and named Beneficiaries including:
    - ▶ Name
    - ▶ Address
  - Supporting documentation of amendment (e.g., Trust document)

Please note that depending on the nature of any changes, updated account documentation may need to be executed at the branch by the appropriate signing officers and cannot be completed over the phone.

# Business Banking statement

HARO - THURLOW STREET PROJECT LIMITED,  
PARTNERSHIP  
For the period ending September 29, 2023

# Business Banking



<p><b>ISN: 1714617235</b> <b>Cheque #10321</b></p> <p style="text-align: right;"><b>2,676.07</b></p> <hr/> <table style="width: 100%; font-size: small;"> <tr> <td style="width: 33%;"> <b>Haro - Thurlow Street Project Limited Partners</b>            600-550 Burrard Street            Vancouver, BC V6C 2B5         </td> <td style="width: 33%;"> <b>Bank of Montreal</b>            555 Burrard Street            Vancouver, BC V7X 1L7         </td> <td style="width: 33%;"> <b>CHEQUE NO.</b> 10321  <b>DATE</b> 2 2 0 2 0 2 3            D D M M Y Y Y         </td> </tr> </table> <p><b>PAY:</b> ***Two thousand six hundred seventy-six and 07 / 100 Dollars*** <b>\$2,676.07</b></p> <p style="text-align: right; font-size: x-small;">Canadian Funds</p> <p><b>TO THE ORDER OF:</b> Receiver General        PO Box 10000 STN Terminal        Vancouver, BC V6S 6M8</p> <p><b>Per:</b>         Per: </p> <p><b>MEMO:</b></p> <p style="font-family: monospace; font-size: small;">*000010321* 000040001*</p>	<b>Haro - Thurlow Street Project Limited Partners</b> 600-550 Burrard Street Vancouver, BC V6C 2B5	<b>Bank of Montreal</b> 555 Burrard Street Vancouver, BC V7X 1L7	<b>CHEQUE NO.</b> 10321 <b>DATE</b> 2 2 0 2 0 2 3 D D M M Y Y Y	<table style="width: 100%; font-size: x-small;"> <tr> <td style="width: 60%;">           19SEP2023            001 00010            70563310265910            351-346         </td> <td style="width: 40%; border: 1px solid black; padding: 2px;"> <b>PRINTER ID # 1005-B</b>            PREVIOUS EDITIONS            OF THIS EQUIPMENT            ARE OBSOLETE            MANUFACTURED BY            CANADA 1994            INTERNATIONAL TRADE            COMMISSION         </td> </tr> </table> <p style="text-align: center; font-size: x-small;">Endorsement - Signature of Stamp        Endossement - Signature ou timbre</p> <p style="text-align: center; font-weight: bold;">BACK/VERSO</p>	19SEP2023 001 00010 70563310265910 351-346	<b>PRINTER ID # 1005-B</b> PREVIOUS EDITIONS OF THIS EQUIPMENT ARE OBSOLETE MANUFACTURED BY CANADA 1994 INTERNATIONAL TRADE COMMISSION
<b>Haro - Thurlow Street Project Limited Partners</b> 600-550 Burrard Street Vancouver, BC V6C 2B5	<b>Bank of Montreal</b> 555 Burrard Street Vancouver, BC V7X 1L7	<b>CHEQUE NO.</b> 10321 <b>DATE</b> 2 2 0 2 0 2 3 D D M M Y Y Y				
19SEP2023 001 00010 70563310265910 351-346	<b>PRINTER ID # 1005-B</b> PREVIOUS EDITIONS OF THIS EQUIPMENT ARE OBSOLETE MANUFACTURED BY CANADA 1994 INTERNATIONAL TRADE COMMISSION					



**Your branch address:**

595 BARRARD STREET  
VANCOUVER, B.C. V7X1L7

# Business Banking



**Your Branch**

MAIN OFFICE VANCOUVER  
Transit number: 0004

**For questions about your statement call**  
(604) 665-2643

**Direct Banking**  
1-877-262-5907  
www.bmo.com

HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP  
550 BARRARD ST SUITE 600  
VANCOUVER BC V6C 2B5

## Business Banking statement

For the period ending October 31, 2023


### Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Oct 31, 2023
Treasury Account # [REDACTED]	573,311.92	756,449.55	183,137.63	0.00

### Security Tip

October is Cyber Security Month! It can be distressing to learn that a cybercriminal has taken over your bank account, but a few tips from the experts can help you avoid becoming a victim of Account Takeover. Learn more at [bmo.com/security](http://bmo.com/security)

### Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				
		Business name: HARO - THURLOW STREET PROJECT LIMITED PARTNERSHIP		
<b>Sep 30</b>	<b>Opening balance</b>			<b>573,311.92</b>
Oct 05	Debit Memo, BR.0014, FOR LEGAL FEES AND PAST, DUE LOAN INTEREST	573,311.92		0.00
Oct 10	Direct Deposit, CIBC MSP/DIV		50,000.00	50,000.00
Oct 11	Direct Deposit, CIBC MSP/DIV		125,000.00	175,000.00
Oct 17	Direct Deposit, CASH MGMT INT BOM/B/M		2,209.81	177,209.81
Oct 17	Pre-Authorized Payment No Fee, CASH MGMT FEE BOM/B/M	60.00		177,149.81
Oct 19	Direct Deposit, CIBC MSP/DIV		2,676.07	179,825.88
Oct 19	Direct Deposit, CIBC MSP/DIV		3,251.75	183,077.63

continued





### Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
<b>Treasury Account # [REDACTED]</b>				<b>(continued)</b>
Oct 27	Debit Memo, BR.0014, ACCT SWEEP. COLLATERAL	183,077.63		0.00
<b>Oct 31</b>	<b>Closing totals</b>	<b>756,449.55</b>	<b>183,137.63</b>	
Number of items processed .....		3.....	5	

**A better Digital Banking experience is coming soon!**

Starting in October, an enhanced BMO Online Banking and BMO Mobile Banking App experience will begin to roll out to make everyday banking even easier and more secure.

Learn more at [bmodemos.com/onlinebanking](http://bmodemos.com/onlinebanking)

This is Exhibit " F " referred to in the  
Affidavit of KING YU CHANG 200  
sworn (or affirmed) before me at

Vancouver B.C.  
this 12 day of December 2023.

[Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia

**OFFER TO PURCHASE  
1045 HARO STREET  
VANCOUVER, BC**

THIS OFFER TO PURCHASE made the 23<sup>rd</sup> day of May, 2023 (the "Agreement"):

Between:

[REDACTED] a company duly incorporated pursuant to the laws of the Province of British Columbia, having an address at: [REDACTED] Vancouver, [REDACTED]

(hereinafter called the "Purchaser")

And:

**HARLOW HOLDINGS LTD.**, (INC No. BC1164525) a company duly incorporated pursuant to the laws of the Province of British Columbia, having an address at #3300 – 1021 West Hastings Street, Vancouver, B.C, V6E 0C3

(hereinafter called the "Vendor")

The undersigned, Purchaser, hereby offers to purchase those lands and premises in the City of Vancouver in the Province of British Columbia, legally described as:

The Property is 1045 HARO STREET AND 830, 838, 842 AND 846 THURLOW STREET, VANCOUVER, BC, the land known municipally as LOT 1 BLOCK 5 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP85244, and all buildings and improvements located thereon together with all related leases (collectively the "Property"). The Parcel Identification Numbers of the Property are: 030-552-265

(hereinafter called the "Lands")

on the following terms and conditions:

**1. PURCHASE PRICE**

The PURCHASE PRICE shall be the sum of \$100,000,000.00 (the "Purchase Price") payable as follows:

V [Signature]

- a) **INITIAL DEPOSIT:** Within 2 business days of acceptance of this Agreement, Purchaser shall pay a sum of **\$100,000.00 non-refundable** deposit to Multiple Realty Ltd. In Trust held in accordance with the provisions of the *Real Estate Services Act* in an interest-bearing trust account with interest accruing to the Purchaser. The initial non-refundable deposit shall be applicable towards the Purchase Price. If this Agreement fails to close for any reason other than default by Vendor, the non-refundable deposit shall remain the property of Vendor and it will be released from Multiple Realty In Trust to Vendor immediately;
- b) **FINAL DEPOSIT:** A further portion of the purchase price, namely **\$1,900,000.00**, shall be paid by the Purchaser upon the removal of the subject conditions referred to in Clause 3 (the "**Conditions Precedent**") by way of a certified cheque or bank draft made payable in trust Multiple Realty Ltd. to be added to the Initial Deposit and held in accordance with the provisions of the *Real Estate Services Act* in an interest-bearing trust account with interest accruing to the Purchaser. The Final Deposit shall be applicable towards the Purchase Price. (except as otherwise provided for in this Agreement);
- c) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price (subject to adjustments made pursuant to Clause 4) shall be payable by way of wire transfer at the time of closing as herein provided; and
- d) Purchase Price to include any buildings, improvements, fixtures, appurtenances and attachments.

## 2. VENDOR RESPONSIBILITIES

The Vendor covenants to deliver to the Purchaser, within five (2) business days from the acceptance of this Agreement, the following documents in the Vendor's possession or control (the "**Vendor Deliveries**"):

- a) A true copy of the 2019/2020/2021/2022/2023 Insurance policies including the most recent premium payment receipts, and the 2019/2020/2021/2022/2023 financial statements, incorporation documents of Vendor's bare-trust company and its share structure paperwork & the municipal business licenses (from above years) of the rental operation at the Lands;
- b) A true copy of the current rental/tenancy agreements for each of the existing Commercial and Residential rental units (the "**Tenancy Agreements**") together with details (amounts and date of deposits received from each tenant) and the rental/property/leasing management contract with the property/rental/leasing management manager(s)/ companies;
- c) A complete set of rezoning/DP/BP applications submission, the Development Permit (the "DP") and the Building Permit (the "BP") drawings /plans including

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but not limited to all architectural design plans, landscape architectural plans, land survey plans, structural/electrical/mechanical/civil and other consultants/ and engineers' drawings/plans, reports including environmental reports, geo-technical reports, service contracts, leases and permits, rezoning approval documents, inspection approvals, and communications/emails with the municipality and the consultants & engineers pertaining to the redevelopment of the Lands;

- d) A true copy of the current title search results for the Lands is attached in Schedule "B" and Vendor will provide details of any charges (if applicable, easements, rights of way, undersurface rights, indemnity agreements, builders liens, etc.) registered against the Lands;
- e) A true copy of the "site profile" for the Lands under the *Environmental Management Act* (British Columbia) or any regulations in respect thereto;
- f) The Seller will execute, or cause to be executed, and return to the Purchaser or the Purchaser's Lawyer, or the Purchaser's agent as soon as is reasonably possible all consents or letters of authority which it may be necessary for the Vendor, acting reasonably, to execute in order for the Purchaser to conduct such due diligence searches or to cause inspections (but not municipal inspections without the Vendor's consent) or tests to be made with respect to the Lands as the Purchaser determines to be necessary.


### 3. CONDITIONS PRECEDENT

This Agreement is subject to the following conditions precedent being satisfied, or waived by the Purchaser, **within 30 business days** following the mutual acceptance of this Agreement (the "**Deadline Date**");

- a) the Purchaser being satisfied in the Purchaser's sole and absolute discretion with the results of all physical investigations and inspections the Purchaser undertakes or causes to be undertaken with respect to the Lands and all improvements thereon;
- b) the Purchaser being satisfied in the Purchaser's sole and absolute discretion with its lawyer's review of the title to the Property; and
- c) the Purchaser being satisfied in the Purchaser's sole and absolute discretion with any other due diligence searches, feasibility studies and investigation (including but not limited to any environmental, geo-technical studies, appraisal or valuation, etc.) which the Purchaser may carry out with respect to the Lands.

(collectively, the "**Conditions Precedent**").

If the Purchaser fails to notify the Vendor in writing that these Conditions Precedent have been satisfied or waived on or before the Deadline Date, or by such time as may be subsequently agreed between the parties hereto, then the Initial Deposit, with accrued interest, will be returned in its entirety to the Purchaser, this Agreement will terminate, and the parties will not have any further obligations to each other hereunder (except as otherwise specifically provided for in this Agreement).

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These Conditions Precedent are for the sole benefit of the Purchaser. The Purchaser has the right to waive one or all of the Conditions Precedent at its discretion within the time stipulated and proceed with the transaction herein contemplated.

**4. CLOSING**

The closing shall take place at the office of the Purchaser’s solicitor at 11am, on **the 27<sup>th</sup> of September 2023** (the “**Completion Date**”). If the Completion Date falls on a non-business day, then closing shall take place on the next day of business. The Purchaser shall have possession of the Lands, subject to encumbrances referred to in Schedule A paragraph (a), and the Tenancy Agreements (if such Tenancy Agreements have not been terminated prior to the Completion Date) following payment of the balance of the purchase price to the Vendor or the Vendor’s solicitor on the Completion Date. All adjustments both incoming and outgoing with respect to rent, taxes, utilities, rent deposits if any and other items normally adjusted between a vendor and a purchaser with respect to the Lands shall be made as of 12:01am on the Completion Date.


If the Purchaser fails or refuses to complete the purchase and sale in accordance with the terms herein contemplated after all Conditions Precedent have been satisfied or waived by the Purchaser, then the Initial Deposit and the Final Deposit, together with accrued interest thereon, shall be forfeited to the Vendor as liquidated damages, as a genuine pre-estimate by the parties of the damages the Vendor will suffer as a result of the Purchaser’s breach, and as the sole remedy of the Vendor and in full and final settlement of any claims which the Vendor may have against the Purchaser for the Purchaser’s defaults hereunder. Forthwith upon payment and forfeiture of the Initial Deposit and Final Deposit to the Vendor, neither party will have any further or continuing obligations to the other under this Agreement (except as otherwise specifically provided for in this Agreement).

If the Vendor fails or refuses to complete the purchase and sale herein, then the Initial Deposit and the Final Deposit, together with the accrued interest thereon, shall forthwith be refunded to the Purchaser upon demand by the Purchaser, without prejudice to any other rights and remedies which the Purchaser may have at law or in equity.

**5. VENDOR REPRESENTATIONS AND WARRANTIES**

The Vendor represents, warrants, and covenants to the Purchaser, and the Vendor acknowledges the Purchaser is relying on such representations, warranties, and covenants set forth in Schedule A in entering into this Agreement.

The representations and warranties of the Vendor hereunder shall survive the closing and the payment of the Purchase Price and, notwithstanding the closing and the payment of the Purchase Price, and notwithstanding the waiver of any condition by the Purchaser, the

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representations, warranties, covenants and agreements of the Vendor shall survive the closing and shall continue in full force and effect for a period of 12 months after the Completion Date.

### **Non-Reliance**

The Vendor shall not be liable for any losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Vendor contained in this Agreement if the Purchaser had knowledge of such inaccuracy or breach on or before the Completion Date.

### **Time Limit for Claim**

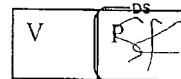
Notwithstanding any other provision in this Contract, and in any event, the Purchaser shall not be entitled to recovery for any claim of any misrepresentation, breach of warranty or covenant or any other default under this Agreement against the Vendor unless a written notice of claim is delivered to the Vendor within 30 days after the expiration of the 12 month period after the Completion Date. Furthermore, the Purchaser shall not take any action or make a claim against a party which may make claim against the Vendor arising from any alleged misrepresentation, breach of warranty or covenant or any other default or claim arising under this Agreement, and if Purchaser causes a third party claim against the Vendor, the Purchaser shall indemnify and save harmless the Vendor from the costs and damages arising from such third party claim.

## **6. Assignment**

- a. The Purchaser may, without the consent of the Vendor, assign its rights under this Agreement or direct title to the Lands to be transferred to any person, without written notice to the Vendor of such assignment or direction not less than 10 days before the Completion Date. If this Agreement is assigned at a higher price than the Purchase Price, then the Purchaser is entitled to receive and retain any amount received which is over and above such Purchase Price.
- b. The Vendor will sign a separate "Notice to Seller Regarding Assignment Terms" confirming the Vendor's consent, provided the Vendor is satisfied, acting reasonably, with the information provided by the Purchaser in its notice of assignment in accordance with the provisions of the *Real Estate Services Act*.
- c. The Purchaser covenants and agrees that it will not be released from any of its obligations under this Agreement as a result of the assignment of this Agreement by the Purchaser or any subsequent assignee(s).

## **7. ELECTION TO PURCHASE SHARES OF NOMINEE**


The Purchaser shall have the option, to be exercised by written notice to the Vendor on or before the Deadline Date for the Purchaser's removal or waiver of all the Purchaser's



Conditions, to elect to acquire all but not less than all of the outstanding shares of the Nominee, (collectively, the "Shares") from the shareholders of the Nominee (the "Shareholder") in lieu of the fee-simple interest in the Lands, in addition to a transfer of the beneficial interest of the Owner in the Lands to the Purchaser. The Vendor and the Shareholder shall only be obliged to provide the representations and warranties in respect of the Shares as set forth in Schedule A of this Agreement.

**8. ADDITIONAL TERMS**

- a) The Vendor will use its reasonable commercial effort to help the Purchaser complete the city's requirements for the issuance of the DP using the services of the Vendor's consultants and architects. The consultant and architect costs of the Vendor to conduct such efforts incurred by the Vendor after the Purchaser waives all its conditions and subjects will be at the expense of the Purchaser and paid by the Purchaser to the Vendor monthly. If such costs are not paid by the Purchaser by the Completion Date then such costs shall be included in the Vendor's Statement of Adjustments for payment to the Vendor as a condition of completion.
- b) The Purchaser is aware that all measurements, room sizes, square footage, age of the building and lot sizes are approximate and Purchaser has been advised to re-measure the lot and size of the building(s) and all the rooms and verify all information to the Purchaser's own satisfaction before removing or waiving the Purchaser's Conditions.
- c) The Purchaser and the Vendor agree that if the Lands are located in a city or municipality that assesses a Speculation & Vacancy Tax (SVT) and an Empty Home Tax (EHT), such taxes will be the liability and obligation of the Vendor to pay. The amount of the tax owing will be adjusted on the Statement of Adjustments by the Purchaser's lawyer. The Vendor will provide a true copy of their most recent "Declaration for an Exemption" for SVT and "Lands Status Declaration" for EHT, and other evidence as required, including a statutory declaration required by the Purchaser's lawyer.
- d) Time shall be of the essence. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day (not a statutory holiday, Saturday or Sunday), the time period will end on the next Business Day.
- e) Non-Vacant Possession of property. At Completion and Possession Date, Purchaser will assume all exiting Commercial and Residential tenancies and all tenants of Vendor on subject Property.
- f) Vendor and Purchaser will seek separate and independent legal advice regarding this Agreement of Purchase and Sale.

V	
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## 9. GENERAL

- g) Time shall be of the essence for this Agreement.
- h) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- i) It is understood that there are no representations, warranties, guarantees, promises or agreements other than those contained in this Agreement.
- j) All deposits will be placed in an interest-bearing trust account with interest to accrue to the Purchaser (unless otherwise specifically provided for in this Agreement).
- k) Amounts referred to in this Agreement are quoted without the Good and Services Tax (the "GST") and such tax shall be in addition to such amounts.
- l) This Agreement will ensure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties, as applicable.

## 10. FINTRAC

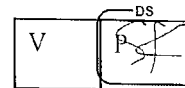
FINTRAC is the Financial Transactions and Reporting Analysis Center of Canada. Bill C25 has passed and came into effect June 23, 2008 and relates to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* to which the real estate industry is bound by. The Vendor and Purchaser acknowledge and agree that the Agent is bound by the above legislation and will assist the Agent in being compliant with the relevant legislation. This includes providing the Agent with proof of identity of Individuals and/or Corporations pertaining to this transaction. The Agent will keep all such materials and information private and confidential at all times as required by regulatory and corporate privacy requirements.

## 11. LIABILITY OF DAMAGE TO LANDS

The Lands shall be at the risk of the Vendor until the time of the closing of the sale and purchase of the Lands, and thereafter at the risk of the Purchaser.

In the event of damage to the Lands occurring before the time of closing by reason of fire, tempest, lightning, earthquake, flood, or other Act of God, fire, explosion, riot, civil commotion, insurrection, or war, then the Purchaser may, at its option:

- a. cancel this Agreement, in which case all deposits and accrued interest shall be returned to the Purchaser; or



- b. close the sale and require the Vendor to assign to the Purchaser the proceeds of any insurance claim pertaining to such event.

## 12. CLOSING DOCUMENTS

The Vendor will convey the Lands to the Purchaser by delivering to the Purchaser at or before the time of closing a freehold transfer (the “**Transfer**”) in registerable form. The Purchaser shall bear the cost of the conveyance, and the Vendor shall bear the cost of clearing title of any charges that are not Permitted Encumbrances (defined in Schedule A para. (a)).


At least three business days prior to the Completion Date, the Purchaser shall cause its solicitors to prepare and deliver to the Vendor all documents reasonably required by the Vendor’s solicitors to complete this transaction in accordance with its terms including the Transfer, a statement of adjustments, an assignment of the Vendor’s interest in any outstanding guarantees, warranties or indemnities with respect to the Land’s (if any), a statutory declaration and indemnity regarding the City of Vancouver vacancy tax by-law, a statutory declaration and indemnity regarding the British Columbia speculation tax, and residency status of the Vendor in a form acceptable to the Purchaser’s solicitor, acting reasonably, any documents and certificates referred to herein, and such other documents as may be reasonably necessary for more perfectly and absolutely transferring, assuring, and vesting title to the Lands in the Purchaser as contemplated hereby.

If the Vendor has existing financial charges to be cleared from title, the Vendor, 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 Purchaser shall pay the Purchase Price to a lawyer or notary in trust, on the CBA Standard Undertakings to pay and discharge the financial charges and remit the balance, if any, to the Vendor.

If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the completion date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee’s conditions for funding except lodging the mortgage for registration, and (c) made available to the Vendor a lawyer’s or notary’s undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

## 13. DISCLOSURE

The Vendor and the Purchaser acknowledge and agree that:

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- (a) in accordance with the code of Ethics of the Canadian Real Estate Association, Jim Szabo Personal Real Estate Corporation, Tony Quattrin Personal Real Estate Corporation and Carter Kerzner (BCFSA Listing Licensees) have disclosed that they are representing the **Vendor** in the transaction described in this Agreement;
- (b) in accordance with the code of Ethics of the Canadian Real Estate Association, Meng Liang Personal Real Estate Corporation and Steve Wadhera Personal Real Estate Corporation (BCFSA Selling Licensees) have disclosed that they are representing the **Purchaser** in the transaction described in this Agreement; and
- (c) Licensee(s) or the Agent(s), in order to accommodate the transaction described in this Agreement, was and is entitled to pass any relevant information it receives from either party or from any other source to either of the parties as the Agent sees fit, without being in conflict of its duties to either party; and

#### 14. COMMISSION

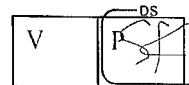
Upon completion of this transaction, the Vendor hereby agrees to pay a real estate commission amount, being equal to 2%(two percent) of final purchase plus applicable Goods and Services Tax (“GST”), which will be paid to the Real Estate Agents as follows:

- a. To pay to Meng Liang Personal Real Estate Corporation of Multiple Realty Ltd. a commission of 1% of purchase price plus GST;
- b. To pay to Steve Wadhera Personal Real Estate Corporation of Homeland Realty a commission of 1% of purchase price plus GST; and

The Vendor will sign a separate standard commission or fee agreement with Multiple Realty Ltd. and Homeland Realty confirming the Vendor's consent to pay the commission as set forth above in accordance to BCFSA / CREA rules & regulations on commission for licensees and also in accordance with the provisions of the *Real Estate Services Act*.

#### 15. CONSIDERATION

For good and valuable consideration of Ten Dollars (\$10.00) hereby given by the Purchaser and received by the Vendor, the Vendor hereby agrees that its acceptance of this offer will not be withdrawn or revoked before all conditions precedent hereunder are satisfied or waived.



**16. PURCHASER’S RIGHT TO ENTER UPON THE LANDS**

The Vendor shall cooperate with Purchaser, at no cost to Vendor, in connection with any due diligence, surveys, tests, appraisals, Inspections and investigations (the “**Site Due Diligence**”) which the Purchaser may desire to carry out in respect of the Lands. The Vendors will permit the Purchaser or the Purchaser’s representatives, subject to the ongoing operations of Vendors, at all reasonable times and with 24 hours notice, to enter upon the Lands to conduct the aforesaid surveys, tests, appraisals, inspections, and investigations. The Purchaser shall indemnify and save harmless the Vendor from any damages, claims and costs to the Lands and improvements thereon arising from the Site Due Diligence and will make good any damage caused.

**17. EXECUTION BY ELECTRONIC MEANS**

This Agreement may be executed by the parties and transmitted by fax or other electronic means, and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original of this Agreement.

**18. BINDING AGREEMENT**


Upon acceptance by both the Purchaser and the Vendor, this Agreement shall constitute a binding agreement for the purchase and sale of the Lands on the terms and conditions contained herein.

**19. AMENDMENT**

Upon acceptance of this offer by the Vendor and the execution and delivery of this Agreement by Vendor, the parties acknowledge and agree that to facilitate the amendment of the accepted Agreement, the Owner (each of them) until further written notice any change in appointment or revocation to the Purchaser, appoints Western King Edward Holding Ltd. as their agent with full authority to initial acceptance of any deletions or insertions to amend this Agreement or to execute and deliver any separate amendment to this Agreement, all of which when so executed or initialled and delivered by the Nominee as agent of the Owner, shall be binding upon the Owner.

**20. DATE OF ACCEPTANCE**

This offer is irrevocable and shall be open for acceptance by the Vendor up to 5pm on May 25<sup>th</sup>, 2023, and upon acceptance by the Vendor, will constitute a binding agreement for the purchase and sale of the said Lands on the terms and conditions contained herein. In the event


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that this offer is not accepted by the Vendor on or before the aforesaid time and date, then this offer is null and void and no Agreement is formed between the Vendor and the Purchaser hereunder.

IN WITNESS WHEREOF the Purchaser has executed this offer the day and year first above written

EXECUTED AND DELIVERED by the Nominee:

[Redacted] (Purchaser )  
by its authorized signatory:

DocuSigned by:  
  
0FA345826C0E12C  
Name: [Redacted]  
Title: President

The Vendor hereby accepts the above offer on the terms and conditions set out above this \_\_\_\_\_ day of \_\_\_\_\_, 2023

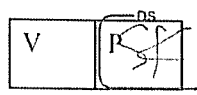
EXECUTED AND DELIVERED by the Nominee:

**HARLOW HOLDINGS LTD.**  
by its authorized signatory:

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

by its witness signatories:

\_\_\_\_\_  
Name(s): Date




Title:

**Schedule A  
Vendor's Representations and Warranties**

In respect of the Lands:

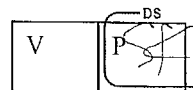
- a) Ownership - the Nominee is the registered owner of the Lands held by it as bare trustee and agent for the Owner pursuant to a Declaration of Bare Trust and Agency Agreement dated \_\_\_\_\_ for the sole benefit of the Owner who are the only beneficial owners of the Lands. The Nominee and the Owner collectively hold good and marketable title thereto, and have the power to dispose of the same free and clear of all liens, claims, encumbrances and legal notations save for reservations in the original grant from the Crown and those non-financial encumbrances disclosed in the title searches of the Lands shown in Schedule B as Covenant to City of Vancouver \_\_\_\_\_ (the "**Permitted Encumbrances**");
- b) Title - the Lands will at the time of closing show on title the Permitted Encumbrances and financial charges as shown in the title searches of the Lands attached as Schedule "B" which financial encumbrances will be paid out and discharged by the Vendor's lawyer using the net sale proceeds on undertakings as provided in para. 12 of this Agreement;
- c) Taxes - all municipal/regional/ provincial/federal taxes, rates, levies, and assessments with respect to the Lands are paid in full or will be adjusted as provided for herein and there is no pending appeal or other proceedings in existence with respect to such;

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- d) DP - the rezoning, DP have received a conditional letter from the City. The Purchaser should confirm this in its due diligence work. BP drawings are at their final stage for submission.
- e) Orders - there are no outstanding permits, work orders and fire/health/safety notices relative to the Lands from the municipality, the Regional District of Greater Vancouver, government(s) or any other regulatory authorities; nor does the Vendor know of any reasonable basis for such action, proceeding, or inquiry;
- f) State of Lands - from and after the date of this Agreement, the Vendor will cause the Lands to be properly kept, repaired, maintained and insured at the Vendor's cost and expense so that on the Completion Date, the Purchaser will acquire the Lands (including the appliances and equipment
- g) Residency - the Vendor is and will be at completion of this transaction a resident of Canada within the meaning of Income Tax Act;
- h) Environment - to the knowledge of the Vendor relying only on its own environmental due diligence, if any, and which will be provided to the Purchaser, the lands and the buildings and improvements (where applicable) of the Lands are free of any explosives, radioactive materials, hydrocarbon contaminants, pollutants, hazardous, corrosive or toxic substances, special waste or any other substance which is defined in or regulated pursuant to the *Environmental Management Act* (British Columbia), nor have any environmentally hazardous materials been used or stored in or on the Lands which could result in violation of any laws or regulations;
- i) Liens - all accounts for work and services performed and materials placed or furnished upon or in respect of the Lands at the request of the Vendor have been fully paid and satisfied and no one is entitled to claim a lien under the *Builders Lien Act* (British Columbia) against any part of the Property;
- j) Expropriation - the Vendor is not aware of any expropriation notices or proceedings by the municipality or any departments or agencies of regional/provincial/federal governments or any utility companies who may have jurisdiction over the Property;
- k) Illegal Cultivation - during the time the Vendor has owned the Property, the building and structures thereon have not been used for the growth or manufacture of any illegal substances; and
- l) Tenancies - other than the existing tenancies, the Vendor agrees that the Vendor will not enter into any new lease negotiations or rental agreements (or renewals, if applicable) that affect the Lands unless those negotiations or arrangements are approved by the Purchaser in writing;

In respect of the corporate Nominee, which in these representations and warranties is also called the "Company" :

- m) Organization and Good Standing of the Company—The Company is duly incorporated, validly existing, and in good standing with respect to the filing of annual reports and transition documents under the *Business Corporations Act*. The Company is not registered in any other province or jurisdiction.



**SCHEDULE B  
TITLES SEARCHES TO LANDS**

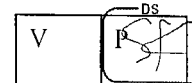
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- n) No Business - Company does not carry on any business or activity other than as bare trustee and agent of the Owner and has no employees.
- o) Capitalization of Company—The authorized and issued share structure of the Company together with the names and the number, class and kind of shares held by each of the shareholders of the Company are as follows:

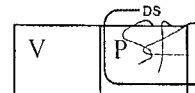
Shareholder(s)	Number and Class of Shares held
Common Voting shares	

- p) Title—The Shareholder owns and has good and marketable title to all of their respective Shares as the legal and beneficial owner thereof, free of all Encumbrances and all of such shares issued have been duly and validly issued and are outstanding as fully paid and non-assessable shares in the capital of the Company;
- q) Authority—The Shareholder has due and sufficient right to transfer the legal and beneficial title and ownership of the Shares to the Purchaser;
- r) Agreement Valid—This Agreement constitutes a valid and binding obligation of the Shareholder. The Shareholder is not a party to, bound by or subject to any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of, the execution and delivery by the Vendor of this Agreement or the performance by the Vendor of any of the terms hereof;
- s) Absence of Options—The Shares represent all of the issued and outstanding shares in the capital of the Company and no person has any agreement, right or option, present or future, contingent, absolute or capable of becoming an agreement, right or option or which with the passage of time or the occurrence of any event could become an agreement, right or option:
  - i. for the issue or allotment of any unissued shares in the Company’s capital;
  - ii. to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding shares in the capital of the Company; or
  - iii. to acquire the Shares or any of them; and
  - iv. to require the Company to issue any further or other shares in its capital or any other security convertible or exchangeable into shares in its capital or to convert or exchange any securities into or for shares of the Company;
- t) Absence of Other Interests—The Company does not own any shares in or other securities of, or have any interest in the assets or business of, any other person;
- u) Residency of the Shareholder—the Shareholder represents and warrants on its own behalf that on the Closing Day it is not a “non-resident” of Canada within the meaning of s. 116 of the *Income Tax Act*;
- v) Financial Statements— No Financial Statements have been prepared nor will any be provided to the Purchaser.



- w) Absence of Undisclosed Liabilities— the Company does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise).
- x) Unusual Undertaking - The Company and the Shareholder have not:
  - i. amended or changed or taken any action to amend or change its memorandum or articles; and
  - ii. except as disclosed on title or in the Agreement, mortgaged, pledged, subjected to any lien, granted an option or a security interest in respect of or otherwise encumbered any of its assets or property, whether real or personal and whether tangible or intangible

**END OF SCHEDULE A**



This is Exhibit "G" referred to in the  
 Affidavit of ESAT YU (CHINESE 20V)  
 sworn (or affirmed) before me at  
Vancouver, B.C.  
 this 12 day of December, 2022.

[Signature]  
 A Commissioner/Notary Public for the  
 Province of British Columbia



Private & Confidential

May 23, 2023

CBRE Limited  
1021 West Hastings Street, Suite 2500  
Vancouver, BC V6E 0C3

**Attention:** Mr. Jim Szabo PREC, Mr. Tony Quattrin PREC, and Mr. Carter Kerzner

**Re: Letter to Owners' – 1045 Haro Street**

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Dear Owners,

Development Ltd. is pleased to present its offer to purchase the property at 1045 Haro Street and 830, 838, 842 and 846 Thurlow Street in Vancouver, BC (the "Property")

has operated as a real estate developer in Canada for nearly 30 years, completing over 20 large-scale multifamily residential and commercial development in Metro Vancouver, Vancouver Island and Ontario. Over the last ten years, we have established ourselves as one of the prominent large-scale residential developers with five completed projects and a further six under construction or in planning. Chard has successfully rezoned four projects in the City of Vancouver in the past three years, including our project at 622 SW Marine Drive, a 580-unit purpose-built rental development where we achieved height and density in excess of the guidelines set out in the City's Official Community Plan.

is pursuing the acquisition of Property in partnership with Alberta Investment Management Corporation (AIMCo). AIMCo is a provincial crown corporation with \$168 billion in assets under management and over \$1.1 billion invested in real estate properties in Metro Vancouver. and AIMCo have now partnered together for close to a decade and have developed or are under construction on over \$1B of assets and over 2,000 rental homes. and AIMCo have proceeded with every multifamily project that we have secured under contract and provide a strong covenant to lenders for our financial and execution expertise.

Our offer is outlined in the Letter of Intent, which includes several mechanisms that provide the owners with significant potential upside on the purchase price.

**The upside purchase price can increase to \$98,145,400 or more.**

This is possible under the following:

- Base purchase price of \$92,880,000; plus,
- and AIMCo are prepared to purchase the Vendor's bare shell company that owns the property. This would alleviate the property transfer tax on closing, and our offer includes a bonus payment representing 70% of these savings which generates approximately \$3,193,680; plus,
- will rezone the property to maximize the achievable height and density on the Property. For any density achieved above 450,000 sq. ft., our offer includes a bonus payment representing \$50 per buildable sq. ft. on 80% of the additional density. Under the Vendor's current development proposal, this would generate an additional \$2,063,720 which would be payable at construction start.

[Redacted]

This offer has been structured to maximize the base purchase price for the Vendor. If the Vendor instead wishes to further increase the potential upside purchase price, [Redacted] is willing to revisit the bonus density payment of \$50 per buildable sq. ft. on 80% of the additional density. A price of up to \$200 per buildable may be considered on 80% of the additional density, which could increase the bonus density payment for the Vendor; however, a lower base purchase price would be required.

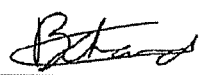
[Redacted] has also modified our original offer to include a 90-day due diligence and 45-day closing to reinforce our desire to complete the transaction in a timely manner.

[Redacted] and AIMCo's desire is to rezone the property to a multifamily rental project which we will own and operate long term [Redacted] as a strong reputation in the City of Vancouver and long-standing relationships with City planners and councillors. It is [Redacted] intent to structure an offer that allows you to also financially benefit from a successful rezoning that maximize density.

[Redacted] and AIMCo are proven partners with exceptional financial strength and a reputation with the ability to expedite the City entitlement process and construction – our offer comes with the reliability of a purchaser with the ability to not only execute, but to fulfill the business terms.

Yours truly,

[Redacted]



[Redacted]

President & CEO

[Redacted]

May 23, 2023

CBRE Limited  
1021 West Hastings Street, Suite 2500  
Vancouver, BC V6E 0C3

Attention: Mr. Jim Szabo PREC, Mr. Tony Quattrin PREC, and Mr. Carter Kerzner

Dear Sirs:

Re: Letter of Intent – 1045 Haro Street

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This letter of intent (“Letter”) sets forth the basic business terms and conditions of proposed arrangements between Haro-Thurlow Street Project Limited Partnership as vendor (the “Vendor”) and [REDACTED] Development Ltd. as purchaser (the “Purchaser”) to purchase the Property as referenced below.

1. Property

The Property is 1045 HARO STREET AND 830, 838, 842 AND 846 THURLOW STREET, VANCOUVER, BC, the land known municipally as LOT 1 BLOCK 5 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP85244, and all buildings and improvements located thereon together with all related leases (collectively the “Property”). The Parcel Identification Numbers of the Property are: 030-552-265

2. Purchase Price

The Purchase Price for the Property shall be \$92,888,000.00 (Canadian), for the 100% ownership interest. The Purchase Price is payable in current funds at Closing (as defined in Clause 7) subject to the Adjustments provided for in Clause 3.

- 1. \$500,000.00 Initial Deposit;
- 2. \$8,788,800.00 Second Deposit;
- 3. The balance paid in cash on Closing.

3. Density Bonus Payment from Purchaser to Vendor

If the City of Vancouver approves a FSR that results in density as it relates to FSR square foot calculations as presented in the staff report to mayor and council on rezoning enactment above 450,000 square feet in connection with the redevelopment of the Property, the Purchaser will pay to the Vendor \$50.00 per square foot on 80% of any such approved additional density over 450,000 square feet (the “Density Bonus Payment”). For greater certainty, the 450,000 square

feet is based solely on the square footage utilized to calculate FSR as per City of Vancouver bylaws and not the gross building square footage.

In the event the Purchaser or its assigns obtains rezoning enactment for the redevelopment of the Property, the Bonus Density Payment, if payable, shall be due and paid to the Vendor within 30 days of rezoning enactment having occurred in respect of the Property, whereby the City of Vancouver has enacted the zoning bylaw.

The Density Bonus Payment shall be secured by a mortgage registered in favour of the Vendor against the Property on the Closing Date (the "DBP Mortgage"). The DBP Mortgage will rank behind the Purchaser's first mortgage financing, if any, and the Vendor will execute (and cause its nominee to execute) such subordination documentation as the Purchaser's mortgagee may require, and the DBP Mortgage will include a provision that the DBP Mortgage will be discharged on the sooner of: (i) the tenth anniversary of the registration date thereof provided no amounts are then due and owing by the mortgagor to the mortgagee, and (ii) the twelfth anniversary of the rezoning enactment being achieved related to the redevelopment of the Property, provided that no rezoning application has been submitted or remains pending.

The DBP Mortgage will be prepared using the "prescribed standard mortgage terms" modified to reflect the terms of this Letter (the intent being that the DBP Mortgage will not permit the Vendor to exercise any control of any kind in respect of the Property or any improvements thereon, its purpose being solely to secure payment of the Density Bonus Payment).

4. Adjustments

On Closing, adjustments will be made with respect to rentals received, real estate taxes, the total amount of all local improvements or lot levies, operating costs, accounts payable, deposits, other lease obligations and any other expenses entered into but not paid on Closing, the total cost of all capital improvements presently committed or underway on the Property and other items normally adjusted between a vendor and a purchaser of commercial real estate in the Province of British Columbia.

5. Agreement

Within ten (10) business days following the execution of this Letter, the Vendor and the Purchaser shall settle and execute a binding form of purchase and sale agreement (the "Purchase and Sale Agreement") acceptable to each of the Vendor and the Purchaser, in their sole opinion, which will include the terms of this Letter, failing which this Letter shall become null and void.

6. Due Diligence Period

Within five (5) business days of the execution of the Purchase and Sale Agreement, the Purchaser shall deliver to the Vendor a list of all items initially required for it to complete its due diligence (the "Due Diligence List"). The Purchaser shall have ninety (90) days following receipt of the information contained on the Due Diligence List (the "Due Diligence Period") to investigate the Property. During the Due Diligence Period, the Vendor shall grant the Purchaser access to the Property and such reports, studies, information, files and accounts within the possession or control of the Vendor which the Purchaser reasonably requests and that are relevant to the

purchase of the Property. If the Purchaser, in its sole discretion, is completely satisfied with its review of the due diligence material and the Property, the Purchaser shall indicate to the Vendor such satisfaction or waiver of its conditions ("Purchaser's Subject Conditions") in writing prior to the end of the Due Diligence Period. The Purchaser shall have the right, in its sole discretion, to terminate this Letter and/or the Purchase and Sale Agreement for any reason up until the end of the Due Diligence Period.

7. Deposit

A deposit ("Deposit") of \$500,000.00 will be accompanied with the Purchase and Sale Agreement outlined in Clause 4. The Deposit is to be held in trust by the Purchaser's solicitors and will be refundable to the Purchaser, with interest, prior to the end of the Due Diligence Period in the event that the Purchaser is not satisfied with the results of its due diligence investigations. After expiry of the Due Diligence Period. The Deposit will become non-refundable (save for Vendor defaults), and the Purchaser agrees to increase the Deposit by an additional \$8,788,800.00 by depositing additional funds with the Purchaser's solicitors in trust, upon notice to the Vendor that the Purchaser has satisfied or waived the Purchaser's Subject Conditions.

8. Closing

The Closing of this transaction shall take place no later than forty-five (45) days following the expiration of the Due Diligence Period, or at such other time that is mutually acceptable to the Vendor and Purchaser ("Closing Date").

9. Operation of the Property

Until Closing, the Property shall remain at the risk of the Vendor, and the Vendor agrees to operate the Property as would a prudent owner. The Vendor shall notify the Purchaser of all letters of intent, leases, offers to lease, service contracts and any other agreements relating to the Property, entered into by the Vendor during the Due Diligence Period. After the Due Diligence Period and until the Closing, the Vendor will forward all letters of intent, leases, offers to lease, service contracts and any other agreements relating to the Property to the Purchaser for approval, which may be unreasonably withheld by the Purchaser.

10. Title

The Title to the Property will, on Closing, be good, insurable, marketable and free of all financial encumbrances and free of the certificate of pending litigation with registration number CA9504577 which will be fully discharged, but title to the Property will be subject to the other existing encumbrances registered on title to the Property as of the date hereof.

11. Agency Disclosure

The Purchaser hereby acknowledges that CBRE Limited (the "Agent") represented by Jim Szabo Personal Real Estate Corporation, Tony Quattrin Personal Real Estate Corporation and Carter Kerzner (the "Listing Licensees") have a Designated Agency agreement to represent the Vendors as a client in respect of the transactions contemplated herein; and the Purchaser hereby further



acknowledges and confirms that the Agent and Licensees has a Customer relationship only with Vendor.

12. Real Estate Brokers Commission

The Vendor acknowledges and agrees to be responsible for any and all real estate brokerage commissions payable to CBRE Limited with respect to this transaction.

13. Assignment

The Vendor and Purchaser agree that this offer:

- (a) Must not be assigned without the written consent of the Vendor; and
- (b) The Vendor is entitled to any profit resulting from an assignment of the Offer by the Purchaser or any subsequent assignee. No such Assignment will release the Purchaser from its obligation hereunder.
- (c) The Purchaser may without the Vendor's consent assign its interest to (i) an affiliated company of the Purchaser or (ii) one or more limited partnerships (of which one such limited partnerships will consist of a general partner and limited partners of which one such limited partner or the general partner will be an affiliate of the Purchaser and another limited partnership may be AIMCO Realty Investors LP) which have or will have on or before the Closing Date entered into a development management agreement with the Purchaser. Any assignment shall not release the Purchaser from its obligations herein.

14. Representations and Warranties

The Purchase and Sale Agreement will include customary representations and warranties made by vendors of comparable properties, including representations and warranties with respect to the Vendor's corporate existence and residency, the ownership of the Property, the condition of the Property, including the environmental condition thereof, the presence of any adverse liens, interests or rights affecting the Property, the status of development rights and agreements with respect to the Property and the status of the Vendor's nominee.

15. Opportunity to Acquire Shares

On Closing, the Purchaser shall have the opportunity to acquire 100% of the shares of the bare trust (nominee) holding company that holds registered legal title to the Property, for a consideration of \$1.00.

If the Purchaser elects to acquire the shares of the Vendor's nominee, any Property Transfer Tax savings that result to the Purchaser by the acquisition of such shares will be shared 70/30 by the Vendor (as to 70%) and the Purchaser (as to 30%) respectively, and will be adjusted for on Closing.

16. Public Announcements

Subject to the requirements of any applicable laws, neither party will make any public announcement or statement with respect to this Letter or the transaction contemplated hereby without the consent of the other party.

17. Notice

Any notice under this Letter shall be in writing and shall be delivered either personally or by electronic transmission to the party to whom it is addressed and will be deemed received upon personal delivery or facsimile transmission.

This Letter is an expression of our present intention and our willingness to continue negotiations, which we hope, shall lead to the satisfactory negotiation of a Purchase and Sale Agreement. This Letter is not a legally binding agreement. Neither the expenditure of funds nor the undertaking of actions in furtherance of the proposed transaction shall be considered partial performance or a binding agreement, nor shall it be the basis for any reliance upon the terms of this Letter by anyone.

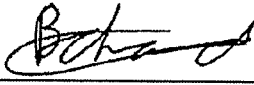
We would appreciate being advised regarding the acceptability of these general terms prior to 5:00 p.m. Pacific Time on May 29, 2023 after which time we will assume you do not have any interest in proceeding.

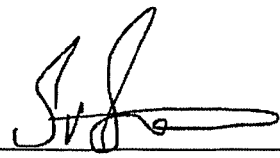
Please sign and return the enclosed copy of this Letter to evidence your confirmation of its terms.

(Signature page to follow)

DATED this 23rd day of May, 2023



Per:   
(Authorized Signatory)

  
Witness

AGREED to this \_\_\_\_\_ day of May, 2023

Haro-Thurlow Street Project Limited Partnership

Per: \_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
Witness

This is Exhibit "H" referred to in the  
Affidavit of KSVA TV CALVANA 200.  
sworn (or affirmed) before me at  
Vancouver, B.C.  
this 12 day of December 2023

[Signature]

\_\_\_\_\_  
A Commissioner/Notary Public for the  
Province of British Columbia



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*Strictly Private and Confidential*

September 27, 2023

Haro and Thurlow Acquisition Corp.

Attention: CM Partners c/o Mary Yu, Fanson Capital

Re: 1045 Haro Street, Vancouver, BC ("the "Property")

We would like to confirm that CMLS Financial Ltd. ("CMLS") has been retained on the following terms and conditions:

**Authority**

- CMLS shall have the authority of the Borrower (as defined below) to seek and obtain a Land Loan for the Property from any entity **on terms and conditions satisfactory to the Borrower in the Borrower's discretion.**

**Obligations of CMLS**

- CMLS shall prepare information which shall outline the terms desired by the Borrower, among other things, and shall be provided to our Lenders to assist CMLS in the arrangement of the financing.
- CMLS shall act as agent for the Borrower only within the terms of this Agreement and shall have absolutely no authority to bind the Borrower.
- **CMLS shall act on the Borrowers' behalf and as directed by the Borrower, to negotiate the best available financing with our Lenders, monitor the documentation process, assist Lender(s) in its due diligence process and assist both Lender and the Borrower through the funding process to ensure a successful funding.**
- CMLS shall use its best efforts to obtain the financing pursuant to timing and other instructions from the Borrower and on the general terms and conditions outlined below:

Purpose: To arrange Land Loan to refinance the Property

Borrower(s): Haro and Thurlow Acquisition Corp. and/or such other entity as determined by the **Lender's legal counsel**

Recourse: **Kang Yu Zou, "CM Partners"** and/or related entity, Forseed Group Holdings Ltd, Forseed Haro Holdings Ltd, Haro & Thurlow Street Project LP, Haro and Thurlow GP Ltd., Harlow Holdings Ltd, and any other individual(s) and/or corporation(s) as determined by the Lender and its legal counsel after review of the final Organizational Chart and net worth information provided by the proposed guarantors

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Land Loan First Mortgage Details

Loan Amount: \$88,923,603

Purpose: To be used as follows: repay existing debt of \$73,873,603; fund a partial interest reserve of \$12,174,016; and pay fees (lender, CMLS advisory, and broker) and associated closing costs.  
 Note: Interest reserve will be drawn from the total authorized facility on a quarterly basis by the Lender, to fund each quarter of interest payments in advance.

Term: 18 months (with two 3-month extension options)

Interest Rate: Prime plus ~~4.30%~~, subject to floor rate of ~~11.50%~~

Lender Fee: 2.0% <sup>4% KZ</sup> <sup>11.20% KZ</sup>

Amortization: Interest only

Security: First collateral mortgage(s) on the Property and other normal real estate security  
 Note: Notwithstanding if guarantees are provided or not by each of the 3 ultimate owners (CM Partners, Forseed, Intracorp), each owners legal interest in the subject property must be secured by the Lender, as determined by Lender's counsel.

Funding Conditions: As per usual for a transaction of this nature including but not limited to

- 1) Receipt and satisfactory review of all relevant Environmental Assessment reports and reliance letters. The site must be clean and require no further remediation prior to first advance, as confirmed by the relevant municipal / provincial authority and/or the environmental consultant;
- 2) Receipt of appraisal confirming minimum market value of \$192,000,000 completed within the past six months and satisfactory to the Lender;
- 3) Receipt of building condition report completed within the past 12 months and satisfactory to the Lender;
- 4) Evidence of title insurance satisfactory to the Lender;
- 5) Current survey certificate;
- 6) Year-to-date and past 3 fiscal years revenue and expense statements for the Property;
- 7) Detailed rent rolls for the residential and commercial portions of the Property;

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- 8) Satisfactory review of the property management contract (if applicable);
- 9) Evidence of insurance satisfactory to the lender to be reviewed by the **Lender's insurance consultant**;
- 10) Confirmation of the ownership structure;
- 11) Most recent 5 years of financial statements of the Borrowers and/or Guarantors, supported by a detailed schedule of assets within Canada;
- 12) Receipt of geotechnical report and reliance letter, satisfactory to Lender;
- 13) Receipt of a Professional Opinion letter from a planning consultant acceptable to the Lender on the feasibility of the proposed Rezoning and Permitting plans for the future redevelopment of the subject property, with results satisfactory to the Lender; and
- 14) Such other security and/or documents as required by the Lender or their legal counsel.

**Obligations of the Borrower**

- CMLS shall have the full co-operation and assistance of the Borrower, who shall make commercially reasonable efforts to obtain or make available all reports, financial information, documents and like information which CMLS may reasonably require.
- CMLS shall not be responsible for any third-party costs incurred by our Lender(s) providing the Loan in the underwriting and documentation of the transaction and required to be paid for by the Borrower. Such third-party costs may include, but not be limited to, appraisal fees, environmental and engineering fees, legal fees and loan processing fees. The Borrower will have the right to approve any third-party costs.

**Indemnification**

- **The Borrower agrees to disclose to CMLS all material facts in the Borrower's possession relating to** requests for information by CMLS, but in any event, the Borrower agrees to indemnify and save harmless CMLS, from any and all claims from third parties, losses, damages, liabilities and costs, including legal fees, resulting from CMLS acting in good faith upon the representations of fact which are made by the Borrower. Such indemnity shall not extend to losses, claims, costs, damages, expenses, causes of action or suits and liabilities caused by the negligence or fraudulent act of CMLS.
- In the event CMLS is required to assist the Borrower in any legal proceedings relating to the Agreement, but not relating to disputes between CMLS and the Borrower, CMLS shall be



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compensated for such assistance at its usual per diem rate. Legal proceedings in this context shall exclude the negotiation of documents relating to the closing of the financing transaction.

**Confidentiality**

- CMLS shall use its best efforts to keep confidential any information it possesses or acquires concerning the Property and the Borrower that is non-public, confidential or proprietary in nature and will not use such information for any purpose other than as contemplated by this Agreement.

**CMLS Advisory Fees**

- In consideration of the services to be rendered by CMLS pursuant to this Agreement, should CMLS present to the Borrower an approved commitment letter for the Land Loan, CMLS shall receive fees from the Borrower in an amount equal to **0.25%** of the approved Loan Amount(s).

The Borrower acknowledges **this letter is to act as a letter of direction to the Lender's solicitor to pay the CMLS fee(s) from the first advance of the Land Loan.**

- CMLS fee(s) will be fully earned upon CMLS presenting the Borrower an approved commitment letter for the Land Loan.

If you are in agreement with the proposed terms, kindly sign and return one copy of this letter agreement to our attention along with a Good Faith Deposit of **\$25,000** addressed to CMLS Financial Ltd by no later than **September 29, 2023**.

Yours truly,  
CMLS Financial Ltd.

  
\_\_\_\_\_  
Ian Jarvis  
Vice President, Real Estate Finance

[cmls.ca](http://cmls.ca)

**Customer Forward Thinking.™**





The undersigned agree to the terms and conditions contained in the foregoing letter and acknowledge having received a copy of this Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Borrower: [Signature]  
Harc and Thurlow Acquisiton Corp. or nominee (legal owner of Property)

Per Authorized Signatory(ies) for the Borrower: [Signature] Dingling

Per Authorized Signatory(ies) for the Borrower (if applicable): \_\_\_\_\_

Per Authorized Signatory(ies) for the Borrower (if applicable): \_\_\_\_\_

This is Exhibit " I " referred to in the  
Affidavit of Karab YU CANNINE 20V.  
sworn (or affirmed) before me at  
Vancouver B.C.  
this 12 day of December 2023.

[Signature]  
A Commissioner/Notary Public for the  
Province of British Columbia



The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

**1833 17TH AVE W VANCOUVER V6J 2M8**

Area-Jurisdiction-Roll: 09-200-008-691-097-55-0000



09-200-008691097550000 02/15/2016

**Total value \$6,824,000**

2023 assessment as of July 1, 2022

Land	\$4,964,000
Buildings	\$1,860,000
Previous year value	\$6,647,000
Land	\$4,762,000
Buildings	\$1,885,000

**Property information**

Year built	2007
Description	2 STY house - Custom
Bedrooms	6
Baths	6
Carports	
Garages	G
Land size	75 x 125 Ft
First floor area	1,806
Second floor area	1,527
Basement finish area	1,382
Strata area	
Building storeys	2
Gross leasable area	
Net leasable area	
No. of apartment units	

**Legal description and parcel ID**

LOT C, BLOCK 487, PLAN VAP8043, DISTRICT LOT 526, NEW WESTMINSTER LAND DISTRICT  
PID: 010-284-184

**Sales history (last 3 full calendar years)**

No sales history for the last 3 full calendar years

**Manufactured home**

Width  
Length  
Total area

## Register with BC Assessment



Search properties on a map



Store and access favourite properties across devices



Compare property information and assessment values



View recently viewed properties

This is Exhibit " 5 " referred to in the Affidavit of KAROL S.V. CRAWFORD 20V. sworn (or affirmed) before me at

Vancouver, B.C. this 2 day of December 2023.

[Signature]  
A Commissioner/Notary Public for the Province of British Columbia

**Scott Turner**

---

**From:** Kibben Jackson <kjackson@fasken.com>  
**Sent:** December 6, 2023 11:26 AM  
**To:** Scott Turner  
**Cc:** Ritchie Clark; Brousson, Colin; Mishaal Gill; Lisa Hiebert  
**Subject:** RE: [EXT] BMO v. Haro-Thurlow LP

+Colin, as I expect his client will want to know about this as well.

Scott:

The Bank initially had cash collateral totalling \$15 million, broken down as follows:

- \$13,625,000 pledged by Forseed;
- \$1,375,000 pledged by 1104; and
- \$8,600,000 pledged by CM Grouse Mountain.

The Bank has applied the amounts pledged by Forseed and 1104 (totalling \$15 million) against the indebtedness. It continues to hold the \$8.6 million pledged by CM Grouse Mountain, but has not applied it against the indebtedness as the Bank does not have a written guarantee and pledge agreement from that company. The Bank is of the position that those funds were pledged by CM Grouse Mountain as security for the indebtedness of the Borrowers, but given the lack of written documentation, the Bank has determined to hold those funds and apply them only if there is a shortfall after the completion of a sale and payment of the net proceeds to the Bank. If CM Grouse Mountain is prepared to agree in writing, now, to allow the Bank to apply the \$8.6 million against the indebtedness, the Bank is fine doing so.

Regarding the monthly collection of rent and deposit into an account with the Bank, my client has no transparency on that. In the past, various amounts of funds were deposited into the Borrowers' account with the Bank, however the source of those funds is unknown to the Bank. In November, approximately \$175,000 was deposited into the Borrowers' account with the Bank, with no explanation as to the source of those funds. The Bank has retained those funds and a portion of them has been used to pay legal costs, but otherwise those funds have not been applied. There has been no indication that additional funds will be deposited into the Borrowers' account with the Bank (or otherwise paid to the Bank) going forward, whether from the collection of rents or otherwise.

I trust the foregoing answers your questions. Feel free to call or email if unclear or you wish to discuss.

**Kibben Jackson\***  
Partner  
  
T +1 604 631 4786 | [kjackson@fasken.com](mailto:kjackson@fasken.com)  
**Fasken Martineau DuMoulin LLP**

**From:** Scott Turner <sturner@turnerco.ca>  
**Sent:** Tuesday, December 5, 2023 4:08 PM  
**To:** Kibben Jackson <kjackson@fasken.com>  
**Cc:** Ritchie Clark <rclark@bridgehouselaw.ca>  
**Subject:** [EXT] BMO v. Haro-Thurlow LP

**{CAUTION: This email originated from outside of Fasken. Exercise care before clicking links or opening attachments.}**

Kibben:

Are you able to confirm, on behalf of the Petitioner, that as of August 31, 2023, and prior to that date, the Petitioner had on deposit a total of \$23,600,000 of pledged funds, including:

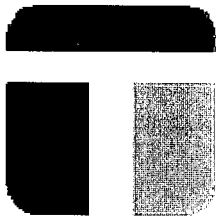
- a. \$13,625,000 pledged by the Respondent Forseed Harrow Holdings Ltd. ("Forseed");
- b. \$4,365,000 pledged by the Respondent 1104227 B.C. Ltd. ("1104"); and
- c. \$5,600,000 pledged by a company called CM Grouse Mountain (LP) Ltd.

Can you further confirm that the Petitioner, either before or after the commencement of these proceedings, seized the sum of \$15,000,000 (combined) from Forseed's and 1104's accounts, and has applied that amount to the outstanding Loan balance.

Can you further confirm that the Petitioner is holding the remaining pledged funds, totalling \$8,600,000, as security for the repayment of its loan?

Finally, can you please confirm that, on a monthly basis, FirstService deposits the rental revenue that it collects from the Harlow Lands to an account held by Haro-Thurlow Street Project Limited Partnership with the Petitioner, and that the Petitioner withdraws that money on a monthly basis and applies it to outstanding interest charges accruing under the Mortgage.

Thank you.



**TURNER & CO.**  
REALTOR, REALTOR

**Scott A. Turner**  
Principal

Direct Line : 604-336-3065  
Mobile : 778-688-5784  
Email : [sturner@turnerco.ca](mailto:sturner@turnerco.ca)

**Turner & Co.**  
The United Kingdom Building  
#1600-409 Granville St.  
Vancouver, BC  
V6C 1T2

[www.turnerco.ca](http://www.turnerco.ca)

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