



This is the 1st affidavit
of Masaki (Kevin) Matsumoto in this case
and was made on April 24, 2026

No. S-250121
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

PETITIONER

AND:

LUMINA ECLIPSE LIMITED PARTNERSHIP
BETA VIEW HOMES LTD.
LUMINA ECLIPSE GP LTD.
and
D-THIND DEVELOPMENT BETA LTD.

RESPONDENTS

AFFIDAVIT

FORM 109 (RULE 22-2(2) AND (7))

I, Masaki (Kevin) Matsumoto, self-employed, c/o 3200 – 650 West George Street, in the City of Vancouver, Province of British Columbia, MAKE OATH AND SAY THAT:

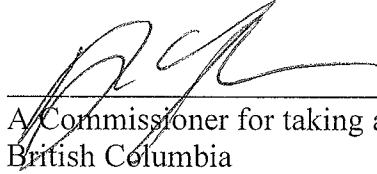
1. I am a pre-sale purchaser of a unit in the Lumina Eclipse located at 2381 Beta Avenue, Burnaby, British Columbia in this matter. I have personal knowledge of the facts and matters deposed to in this Affidavit, except where they are stated to be made upon information and belief and where so stated I verily believe them to be true.
2. I am 27 years old. I am a small business owner. I manage a small start-up called ShoppingAll. I personally handle the design and distribution of office ergonomic products for the e-commerce market.

3. I became a purchaser of a pre-sale unit in the Eclipse by way of assignment agreement dated August 14, 2024. Attached hereto to this and marked as **Exhibit "A"** is a true copy of agreement for the assignment of contract for the contract of purchase and sale and the deposit and consent of the vendor dated August 8, 2024 (the "**Assignment Agreement**"). Attached hereto and marked as **Exhibit "B"** is a true copy of the agreement for the contract of purchase and sale dated October 2, 2021 (the "**Purchase Agreement**"), and deposit receipt dated October 4, 2021.
4. The unit is a Strata Lot 303 (Unit No. 3006) at 2381 Beta Avenue, which I agreed to purchase for \$713,900.00. This does not include a deduction of \$15,000, which is reflected in a credit addendum to the Purchase Agreement.
5. The purchase contract for the unit was assigned to me by my father. My father paid a deposit in the amount of \$107,085.00. My father and I agreed that he would gift me the amount he had paid as a deposit and I would pay all other amounts to close the purchase.
6. My plan was to live in the unit. My purchase of a unit in the Eclipse was my first and only real estate purchase.
7. I was not aware at the time I entered into the assignment agreement that the developer owed nearly \$12 million to Canada Revenue Agency (the "**CRA Debt**"). If I had known that fact, I would not have proceeded with the assignment. The purchase of this property was the biggest purchase of my life. To me, the existence of a \$12M tax judgment is a direct indicator of insolvency. If this had been disclosed, it would have signaled to me that the project was at high risk of insolvency or construction default. It also raises serious questions about whether the development would be completed on time and whether the construction quality would be compromised. There were many options to buy pre-sales in Brentwood or in that neighbourhood. If I knew of about that liability, I would have purchased from another developer.
8. I am advised by father and believe that had he known of the CRA Debt he would not have assigned the unit to me. Had he known that information, he would not have assigned to me the risks associated with purchasing this unit.

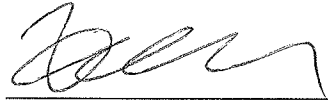
- 9. I have learned that the developer misappropriated funds in September 2024 from a letter of credit paid by the City of Burnaby, that the warranty insurance was suspended on October 31, 2024, that the building permit was suspended on November 14, 2024, and construction was halted at that same time. If I knew those any of those facts, I would not buy a unit from that development. These would all be red flags and I would look to purchase elsewhere.

- 10. I regret my decision to purchase a unit in the Eclipse. I believe I was significantly misled by the developer and that the overall quality of the development is very poor.

SWORN BEFORE ME at Vancouver, in)
 British Columbia, on 24 April 2026.)


 _____)
 A Commissioner for taking affidavits within)
 British Columbia)

Daniel L. R. Yaverbaum)
 Barrister and Solicitor)
 Harper Grey I.L.P.)
 _____)
 3200 Vancouver Centre)
 (Print name of affiant stamp commissioner))
 650 West Georgia Street)
 Vancouver, BC V6B 4P7)


 _____)
MASAKI (KEVIN) MATSUMOTO)

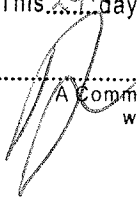
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AGREEMENT FOR THE ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE
AND THE DEPOSIT, AND CONSENT OF THE VENDOR

THIS AGREEMENT dated for reference 8/14/2024 (the "Agreement"), 20 (the "Effective Date")

BETWEEN:

Sammy Rastkar
Name
1291 Duchess Ave, West Vancouver, BC, V7T 1H3
Address
604-379-4560
Telephone
(the "Assignor")

This is Exhibit "A" referred to in the Affidavit of Masaki/Kevin Matsumoto sworn before me at Vancouver, B.C. This 24th day of April, 2026

A Commissioner for Taking Affidavits within British Columbia

AND:

<u>Masaki Matsumoto</u>	<u>August 19, 1998</u>
Name	Date of Birth
<u>2725 Rosebery Ave, West Vancouver, BC, V7V 3A3</u>	<u>Director of online retail selling electronics accessories</u>
Address	Occupation
<u>604-771-1521</u>	
Telephone	Telephone (Work)
<u>kevinxyz@gmail.com</u>	
Email	
<u>749 675 260</u>	<u>Canada</u>
SIN	Assignee is a resident of (Country)

(the "Assignee")

AND:

LUMINA ECLIPSE LIMITED PARTNERSHIP, a British Columbia corporation having an address at 700 - 4211 Kingsway Burnaby, BC V5H 1Z6

(the "Vendor")

WHEREAS:

- A. The Vendor is the developer of a strata lot development known at "Eclipse" located on those lands currently civically described as 2381 Beta Avenue, Burnaby, BC and legally described as PID: 030-169-747, Lot 2 District Lot 124 Group 1 New Westminster District Plan EPP67029 (the "Development").

SL: 303 Unit: 3006

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- B. The Assignor entered into a contract of purchase and sale executed the 2 day of October, 2021 between the Assignor as purchaser and the Vendor as vendor together with all addendums and amendments thereto (collectively the "**Contract**"), in relation to the proposed purchase and sale of proposed Strata Lot No. 303 (Unit 3006) in the Development (the "**Strata Lot**").
- C. The Assignor has agreed to assign its interest in the Contract to the Assignee on the terms and conditions set forth in this Agreement.
- D. Pursuant to the terms of the Contract, no assignment of the Contract can occur unless the Vendor provides its written consent to the proposed assignment.
- E. The Assignee is not barred from purchasing property pursuant to the *Prohibition of the Purchase of Residential Property By Non-Canadians Act (Canada)* (the "**Act**").
- F. The Assignor and the Assignee acknowledge they are aware of the anti-avoidance provisions outlined in Section 2.001 of the Property Transfer Tax Act (British Columbia) (the "**PTT Act**") and have warranted and represented to the Vendor that the assignment set out in this Agreement is being undertaken for bona fide purposes.

In consideration of the payment of \$10.00 by each of the parties hereto to each of the other parties hereto, the consent of the Vendor to the assignment herein set out, and other good and valuable consideration paid by the Assignee to the Assignor upon signature of this Agreement by the Assignee and the Assignor, and the mutual obligations of the parties under this Agreement, the receipt and adequacy of which is acknowledged by the Assignor, the Assignee and the Vendor, **THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:**

1. **ASSIGNMENT.** Subject to the provisions of this Agreement, the Assignor transfers and assigns to the Assignee all the Assignor's legal and beneficial right, title and interest as purchaser in and to:
 - (a) The Contract, including without limitation Addendum "A" thereof; and
 - (b) a deposit (the "**Deposit**") of \$ \$107,085.00 paid by the Assignor to the Vendor's solicitors, RICHARDS BUELL SUTTON LLP pursuant to the Contract, together with all interest accrued on the Deposit to the date of this Agreement,

and the Assignor acknowledges and agrees that the assignment contemplated by this Agreement does not release the Assignor from its obligations under the Contract.
2. **Administration Fee.** The Assignor agrees to pay to the Vendor a fee in the amount of \$ 1,500.00 (the "**Administration Fee**") and \$ 217.10 (the "**Assignment Reporting Fee**") plus goods and services tax ("**GST**") with respect to this Agreement. The Administration Fee and Assignment Reporting Fee plus GST will be paid by the Assignor to the Vendor by certified cheque or bank draft made payable to the Vendor on execution of this Agreement. The consent of the Vendor in this Agreement is conditional upon the Vendor receiving the Administration Fee and Assignment Reporting Fee plus GST, failing which the Vendor's consent contained herein will be of no force or effect whatsoever.

3. **INCOME TAX ACT.** The Assignor and Assignee represent and warrant to the Vendor that the Assignee [is/ is not] a non-resident of Canada within the meaning of the Income Tax Act (Canada).

4. **ASSIGNEE'S COVENANTS AND AGREEMENTS.** The Assignee hereby:

- (a) acknowledges and confirms that he/she/it has received copies of the Contract and the disclosure statement, together with all amendments thereto (together, the "**Disclosure Statement**") with respect to the Development and has been given a reasonable opportunity to read and review the Disclosure Statement prior to entering into this Agreement. The execution by the Assignee of this Agreement will constitute a confirmation of the Assignee's receipt of the Disclosure Statement;
- (b) acknowledges and agrees that the Disclosure Statement and any future amendments to the disclosure statement for the Development may, in the Vendor's sole discretion, be provided to the Assignee by electronic means, including, without limitation, by e-mail, and the Assignee hereby consents to such delivery by electronic means. The Assignee acknowledges and agrees that it is the Assignee's sole responsibility to advise the Vendor of any changes to the Assignee's contact information, including but not limited to the Assignee's e-mail address, and the Assignee covenants to provide the Vendor with written notice of any such changes;
- (c) assumes the rights, obligations, liabilities and benefits of the Assignor pursuant to the Contract;
- (d) covenants and agrees with the Vendor to make all payments that are required to be made to the Vendor under the Contract promptly when due;
- (e) covenants and agrees with the Vendor to strictly observe and perform all of the covenants and obligations of the "Purchaser" under the Contract as if the Assignee had been originally named as the "Purchaser" therein;
- (f) covenants and confirms that the Assignee is not barred from purchasing property pursuant to the Act, and has provided the statutory declaration attached as Schedule A confirming the same;
- (g) covenants and agrees that the Assignee will withhold and remit any amounts owing under the *Income Tax Act* or *Excise Tax Act* as required, in the event the Assignor is a non-resident of Canada within the meaning of the *Income Tax Act.*; and
- (h) covenants and agrees with the Vendor that the Assignee will not under any circumstances whatsoever, foreseen or unforeseen, assign the Assignee's interest in the Contract or the Strata Lot or direct the transfer of the Strata Lot to any other or additional party and the Vendor will not be required to convey the Strata Lot to anyone other than the Assignee named in this Agreement.

5. **ASSIGNOR'S COVENANTS AND AGREEMENTS.** The Assignor hereby acknowledges and agrees:

- (a) that neither this Agreement, nor the payment or non-payment of any money or the performance or non-performance of any of the Assignor's covenants under the Contract

by the Assignee, will waive, release, modify or limit in any respect any rights of the Vendor against the Assignor under the Contract or relieve the Assignor from observing and performing any and all of the Assignor's covenants and obligations under the Contract, and, notwithstanding this Agreement, the Assignor will remain fully liable to the Vendor under the Contract and bound to the Vendor for the complete fulfillment of all obligations of the "Purchaser" contained in the Contract (as the Contract may be amended from time to time after this date by the Vendor and the Assignee), including, without limitation, the obligation to pay the Purchase Price (as defined in the Contract) to the Vendor;

- (b) without limiting subsection 5(a) of this Agreement, the liability of the Assignor to the Vendor under the Contract will not be released, waived, modified, limited, or in any way affected by any of the following:
- (i) any extension of time, or indulgence or modification, which the Vendor may extend to the Assignee or make with the Assignee from time to time in connection with the performance of any of the obligations of the Assignee under the Contract;
 - (ii) any waiver by, or failure of, the Vendor to enforce any provision of the Contract against the Assignee;
 - (iii) any assignment of the Contract by the Assignee or the Vendor;
 - (iv) any consent which the Vendor may give to any assignment of the Contract;
 - (v) any amendment to the Contract, whether or not known by the Assignor;
 - (vi) any winding up, amalgamation, bankruptcy, or receivership of the Assignee, the death or mental infirmity of the Assignee (if an individual), any execution proceedings taken against the Assignee, or any release or discharge of the Assignee in any receivership, bankruptcy, winding up, or other creditor's proceeding;
 - (vii) the filing by the Assignee of a proposal or a notice of intention to file a proposal or the repudiation of the Contract by the Assignee or any other person pursuant to the Bankruptcy and Insolvency Act (Canada); or
 - (viii) any creditor or debtor proceeding applicable to the Assignee, including any application by the Assignee to obtain protection from the Assignee's creditors;
- (c) the Assignor waives notice of any amendment of the Contract and of any non-performance, non-payment, or non-observance on the part of the Assignee of any provision of the Contract from time to time;
- (d) if there is any default by the Assignee under the Contract, the Assignor waives any right to require the Vendor to proceed against the Assignee and the Vendor will have the right to immediately enforce its rights under the Contract against the Assignor; and
- (e) the Vendor or its agents, including but not limited to the Vendor's solicitors, will transfer the Deposit into the name of the Assignee so that from and as of the Effective Date, the

Vendor or its agents will hold the Deposit as if the Assignee had originally made the Deposit. This Agreement constitutes the Assignor's irrevocable authority and direction to the Vendor and the Vendor's solicitors to so transfer the Deposit into the name of the Assignee.

6. **REPRESENTATIONS OF ASSIGNOR TO ASSIGNEE**. The Assignor represents and warrants to the Assignee that:
 - (a) the Assignor has paid the Deposit as required by the Contract;
 - (b) the Assignor has not pledged, encumbered or assigned its interest in the Contract or the Deposit and the Assignor has the right to enter into this Agreement and to assign its interest in the Contract and the Deposit, subject to the Vendor's written consent; and
 - (c) the Contract is in full force and effect and has not been amended from the form attached.
7. **FURTHER DOCUMENTS**. Each of the Assignor and the Assignee shall promptly sign and deliver notice of the assignment set out in this Agreement to the Vendor's solicitors, being RICHARDS BUELL SUTTON LLP, and all further documents reasonably required by the other party to carry out the full intent of this Agreement.
8. **DEPOSIT PROTECTION CONTRACT**. If a deposit protection contract (a "**Deposit Protection Contract**") is in place with a deposit insurer (the "**Development Deposit Insurer**") authorizing the release of deposits held in respect of the Contract, from and as of the Effective Date:
 - (a) The Assignor shall not make or pursue any claims or proceedings against the Development Deposit Insurer with respect to the Contract, the Strata Lot or the Deposit;
 - (b) The Assignor quitclaims and releases absolutely the Development Deposit Insurer from any and all liabilities, obligations, promises or covenants to the Assignor with respect to the Contract, the Strata Lot, or the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;
 - (c) The Assignor and the Assignee acknowledge and agree that the benefit of the Deposit Protection Contract issued by the Development Deposit Insurer in respect of the Deposit is assigned from the Assignor to the Assignee concurrently with the assignment set out in this Agreement and that the Development Deposit Insurer will amend its records so that the insured benefit under the Deposit Protection Contract in respect of the Deposit is transferred from the Assignor to the Assignee;
 - (d) The Assignor and the Assignee expressly acknowledge and agree that the Development Deposit Insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph notwithstanding that the Development Deposit Insurer is not a party to this Agreement; and
 - (e) The Assignor and the Assignee agree to enter into a standard form release provided by the Development Deposit Insurer, as required.

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SL: 303 Unit: 3006

9. **REPRESENTATIONS AND WARRANTIES TO THE VENDOR.** Each of the Assignor and the Assignee warrant and represent to the Vendor, with the acknowledgement that the Vendor is relying upon such warranties and representations in consenting to the assignment set out in this Agreement:

(a) that they have read and understand the consequences of, section 2.001 of the PTT Act which reads as follows:

“Additional tax imposed — anti-avoidance rule

2.001 (1) In this section:

"avoidance transaction" means a transaction

(a) that, but for this section, would result, directly or indirectly, in a tax benefit, or

(b) that is part of a series of transactions, which series, but for this section, would result, directly or indirectly, in a tax benefit,

but does not include a transaction that may reasonably be considered to have been undertaken or arranged primarily for bona fide purposes other than for the purpose of obtaining a tax benefit;

"tax benefit" means a reduction, avoidance or deferral of tax payable under this Act;

"transaction" includes an arrangement or event.

(2) For the purposes of this section, a series of transactions is deemed to include any related transactions completed in contemplation of the series.

(3) If a transaction is an avoidance transaction, the administrator may determine the tax consequences to a transferee or transferor in a manner that is reasonable in the circumstances in order to deny a tax benefit that, but for this section, would result, directly or indirectly, from that transaction or from a series of transactions that includes that transaction.

(4) The tax consequences to any person, after the application of this section, must be determined only through an assessment under section 18.”

(b) that the assignment set out in this Agreement is being undertaken for bona fide purposes and is not an "avoidance transaction" as defined in Section 2.001 of the PTT Act as set out above or as may be amended from time to time.

10. **PROVISION OF INFORMATION TO VENDOR.** The Assignor and the Assignee shall provide the Vendor with any documents or other information requested by the Vendor in connection with the Contract, the Deposit, the assignment of the Contract herein set out, or otherwise. The Assignor and the Assignee shall provide the information in respect of the Assignee, Assignor or

the assignment as may be required to be collected and reported by the Vendor pursuant to the *Real Estate Development Marketing Act* (British Columbia) and the regulations thereto, or other similar or related legislation, in such forms as may be required by the Vendor. The Assignee and Assignor acknowledge that the information collected by the Vendor will be provided to the administrator designated under the PTT Act, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

11. **INDEMNITY OF VENDOR.** The Assignor and the Assignee hereby jointly and severally agree to indemnify, defend and save harmless the Vendor from and against any and all actions, suits, losses, penalties, damages and expenses which the Vendor and its directors, officers, employees, agents, representatives, affiliates, associates, successors and assigns may suffer or incur or be put to by reason of any of the warranties or representations set forth in Section 9 of this Agreement being untrue or incorrect.
12. **CONSENT OF VENDOR.** By execution of this Agreement where indicated below, the Vendor hereby consents to the assignment set out in this Agreement on the terms and conditions set out in the Contract and this Agreement.
13. **APPLICABLE LAW.** All matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.
14. **INDEPENDENT LEGAL ADVICE.** The Assignor and the Assignee hereby acknowledge and agree that this Agreement has been prepared by RICHARDS BUELL SUTTON LLP as solicitor for the Vendor and that RICHARDS BUELL SUTTON LLP represents only the Vendor with respect to the Development, the Contract, and this Agreement. The Assignor and the Assignee have been advised to obtain independent legal advice with respect to the nature and consequences of this Agreement, and have been provided a reasonable opportunity to obtain independent legal advice.
15. **MISCELLANEOUS.** Time is of the essence of this Agreement. This Agreement will enure to the benefit of and be binding on the parties, their heirs, executors, administrators, successors and assigns.

[Signature Page Follows]

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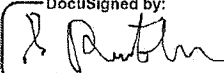
This Agreement may be signed in as many counterparts as may be necessary, and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date first set forth above.

SIGNED, SEALED AND DELIVERED by _____)
_____, in the presence of:)

Witness Signature)

Address)

Occupation)

DocuSigned by:

9FF2D942DC8145F...
SIGNATURE OF ASSIGNOR


Signature of Assignor

SIGNED, SEALED AND DELIVERED by _____)
_____, in the presence of:)

Witness Signature)

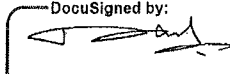
Address)

Occupation)

Signed by:

05474B8902BD428...
SIGNATURE OF ASSIGNEE

Signature of Assignee

LUMINA ECLIPSE LIMITED PARTNERSHIP, by its)
General Partner, **LUMINA ECLIPSE GP LTD.**)

By: 

Authorized Signatory)

Name: Daljit Thind)
Title: Director)

ATTACHMENTS

1. Copy of the Contract and all addendums.
2. Copy of the certified cheque or bank draft representing the assignment fee pursuant to this Agreement, if applicable.
3. Assignment Information Form.
4. Schedule A to this Agreement - Addendum - Non-Canadian Declaration.
5. Westmount West Services Inc. Release Upon Assignment

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SCHEDULE A
ADDENDUM – NON-CANADIAN DECLARATION

RE: Proposed Strata Lot 303 (Unit No. 3006) (the "Strata Lot") in the development known as "Eclipse" (the "Development") to be constructed at 2381 Beta Avenue, Burnaby, British Columbia on lands currently legally described as PID: 030 169-747, Lot 2 District Lot 124 Group 1 New Westminster District Plan EPP67029.

Further to the AGREEMENT FOR THE CONSENT TO ASSIGNMENT OF CONTRACT OF PURCHASE AND SALE dated 8/14/2024, 20 made between **LUMINA ECLIPSE LIMITED PARTNERSHIP**, as Vendor, and Masaki Matsumoto as Assignee in respect of the above-mentioned property (the "Assignment Agreement") and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

For the purposes of ensuring compliance with the requirements under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) (the "Act"), the Assignee hereby certifies, represents and warrants to the Vendor as of the date of the Assignment Agreement that the Assignee:

- is not a "non-Canadian" (as defined under the Act and reproduced in the attached Exhibit A); or
- is a "non-Canadian", but is not restricted from purchasing "residential property" (as defined under the Act) as a result of the operation of the exemption under the Act that has been selected by the Assignee in the attached Exhibit A.

The Assignee further expressly acknowledges, agrees and represents that:

1. the Assignee is aware of the restriction under the Act on the transfer of "residential property" to "non-Canadians" and that anyone that contravenes the Act, or counsels, induces, aids or abets a contravention of the Act, is guilty of an offense and is liable on summary conviction to a fine of not more than \$10,000;
2. the Assignee is purchasing the Strata Lot for its personal use and not for or on behalf of, or in trust for, any other person or entity that is directly or indirectly a "non-Canadian";
3. the Assignee will provide to the Vendor, at any time following the execution of the Assignment Agreement, including, without limitation on the Completion Date, any and all documentation, information or other declarations that may be required by the Vendor to ensure the Vendor's compliance with the requirements under the Act and the status of the Assignee as not a "non-Canadian" or its reliance on one of the available exemptions;
4. if the Assignee is not a "non-Canadian", it will not take any step or actions from and after the date of the Assignment Agreement to cause the status of the Assignee under the Act as not a "non-Canadian" to be changed, altered or rescinded such that the Assignee becomes a "non-Canadian" on or prior to the Completion Date and in the event that the Assignee's status changes, whether as a result of actions of the Assignee or actions outside of the control of the Assignee, the Assignee will immediately provide written notice of such change to the Vendor;
5. if the Assignee is a "non-Canadian", but is able to rely on one or more exemptions under the Act, it will not take any steps or actions from and after the date of the Assignment Agreement to cause the status of the Assignee to change such that it loses its right to rely on the exemption under the Act on the Completion Date and in the event that the Assignee's status changes, whether as a result of actions of the Assignee or actions outside of the control of the Assignee, the Assignee will immediately provide written notice of such change to the Vendor;
6. the Assignee will indemnify and save harmless the Vendor and the Vendor's Solicitors, Vendor's agents, affiliates and service providers from and against any and all costs, expenses, claims, damages, fines, penalties or liabilities relating to or resulting from the breach of any representation or warranty set out in this Addendum with respect to the status of the Assignee as not a "non-Canadian" or as a result of its ability to rely on one of the available exemptions, including, without limitation, any and all costs, expenses, claims, damages, fines, penalties or liabilities incurred, suffered or payable by the Vendor or the Vendor's Solicitors, Vendor's agents, affiliates and service providers resulting from any audit, allegation or proceedings against the Vendor or the Assignee on the basis that

the Assignee is a "non-Canadian" or cannot rely on the available exemptions and that the restriction under the Act applies. This indemnity will survive the Completion Date, registration of the Transfer and payment of the Purchase Price;

- 7. the Assignee has obtained independent legal advice in advance of executing the Assignment Agreement confirming that it is not a "non-Canadian" or that it can rely on one or more of the available exemptions and specifically acknowledges and agrees that it is solely responsible, to the exclusion of the Vendor and any of the Vendor's Solicitors, Vendor's agents, affiliates and service providers, for ensuring the transaction contemplated by the Assignment Agreement is compliant with the requirements under the Act;
- 8. the Assignee acknowledges that the Vendor is relying upon this Addendum and the representations and warranties outlined herein in entering into Assignment Agreement with the Assignee.

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

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

8/2/2024

Date: _____, 20__

Signed by:

Masaki Matsumoto

05474B8902BD428...
Assignee's Signature matsumoto Masaki

Assignee's Signature

LUMINA ECLIPSE LIMITED PARTNERSHIP,
By its General Partner, **LUMINA ECLIPSE GP LTD.**

DocuSigned by:



Per: _____
C88270F80EDF470...

(Authorized Signatory)

Type text here

EXHIBIT A

non-Canadian means

- (a) an individual who is neither a Canadian citizen nor a person registered as an Indian under the *Indian Act* nor a permanent resident;
- (b) a corporation that is incorporated otherwise than under the laws of Canada or a province;
- (c) a corporation incorporated under the laws of Canada or a province whose shares are not listed on a stock exchange in Canada for which a designation under section 262 of the *Income Tax Act* is in effect and that is controlled by a person referred to in paragraph (a) or (b); and
- (d) a prescribed person or entity which includes:
 - (i) an entity formed otherwise than under the laws of Canada or a province; or
 - (ii) an entity formed under the laws of Canada or a province and controlled by an entity referred to in section (d)(i) or controlled by a person referred to in sections (a), (b) or (c).

Available Exemptions

The Assignee is relying (if applicable) on the following exemption:

- (a) a temporary resident within the meaning of the *Immigration and Refugee Protection Act* who satisfies the following prescribed conditions:
 - (i) if they are enrolled in a program of authorized study at a designated learning institution, as defined in section 211.1 of the *Immigration and Refugee Protection Regulations*:
 - (A) they filed all required income tax returns under the *Income Tax Act* for each of the five taxation years preceding the year in which the purchase was made,
 - (B) they were physically present in Canada for a minimum of 244 days in each of the five calendar years preceding the year in which the purchase was made,
 - (C) the purchase price of the residential property does not exceed \$500,000, and
 - (D) they have not purchased more than one residential property; or
 - (ii) if they hold a work permit, as defined in section 2 of the *Immigration and Refugee Protection Regulations*, or are authorized to work in Canada under section 186 of those Regulations:
 - (A) they have 183 days or more of validity remaining on their work permit or work authorization on the date of purchase; and
 - (B) they have not purchased more than one residential property.
- (b) a protected person within the meaning of subsection 95(2) of the *Immigration and Refugee Protection Act*;
- (c) an individual who is a non-Canadian and who purchases residential property in Canada with their spouse or common-law partner if the spouse or common law-partner is a Canadian citizen, person registered as an Indian under the *Indian Act*, permanent resident or person referred to in paragraph (a) or (b); or
- (d) a person of a prescribed class of persons which includes:
 - (i) foreign nationals who hold a passport that contains a valid diplomatic, consular, official or special representative acceptance issued by the Chief of Protocol for the Department of Foreign Affairs, Trade and Development;
 - (ii) foreign nationals, with valid temporary resident status, whose temporary resident visa was issued, or temporary resident status was granted, following an exemption provided under section 25.2 of the *Immigration and Refugee Protection Act*, if the Minister is of the opinion that the exemption was justified based on public policy considerations to provide safe haven to those fleeing conflict; and
 - (iii) persons that have made a claim for refugee protection in accordance with subsection 99(3) of the *Immigration and Refugee Protection Act*, if that claim has been found eligible and referred to the Refugee Protection Division under subsection 100(1) of that Act.

Date: July 23, 2024

ASSIGNMENT INFORMATION FORM

This form is used to collect information that the Vendor is required to collect and report under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

PART A: INFORMATION REGARDING ASSIGNMENT (TO BE COMPLETED BY THE VENDOR)					
Date of Vendor's Consent to Assignment:	8/14/2024	Effective Date of Assignment:	8/14/2024	Amount Paid to Vendor for Consenting to Assignment	(\$1500 + \$217.10) + GST = \$1802.96
Date of previous assignment (if Contract previously assigned):					

Attach Part B, Part C, and Part D of this form, after the application sections have been completed by each person or entity forming the Assignee(s) and the Assignor(s).

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ASSIGNMENT INFORMATION FORM (CONT.)

The following information is required under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

PART B: DEVELOPMENT INFORMATION (TO BE COMPLETED BY THE ASSIGNOR OR ASSIGNEE)			
Name of Development:	Eclipse	Name of Vendor (Developer):	LUMINA ECLIPSE LIMITED PARTNERSHIP, by its General Partner LUMINA ECLIPSE GP LTD
Name of Nominee:	Beta View Homes Ltd.	Name of Assignor:	Sammy Rastkar
Address of (Parent Parcel):	2381 Beta Ave.	Legal Description of Parent Parcel:	PID: 036-169-747

PART C: INFORMATION REGARDING CONTRACT (TO BE COMPLETED BY THE ASSIGNOR OR ASSIGNEE)			
Unit Number / Strata Lot Number:	Unit / Strata Lot 3006 303	PID of Strata Lot (if available):	
Date of Contract:	October 2, 2021	Purchase Price:	\$713,900.00
Assignment Fee Payable to Assignor (if any, not including deposit)			
Amount Paid to the Assignor for Deposit:			
If Less Than 100 Percent of Ownership Rights will be Assigned, State the Percentage to be Assigned:			

PART D: ASSIGNOR AND ASSIGNEE INFORMATION (TO BE COMPLETED BY THE ASSIGNOR AND ASSIGNEE)
<p>Complete one of the attached forms for <u>each</u> entity forming part of the assignor and for <u>each</u> entity forming part of the assignee.</p> <p>For individuals, please complete Form 1 For corporations, please complete Form 2 For trusts, please complete Form 3 For a partnership, please complete Form 4</p>

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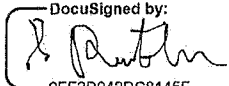
Form 1 - Individual

The following information is required under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

PART D. INFORMATION OF ASSIGNEE OR ASSIGNOR (INDIVIDUAL)
(TO BE COMPLETED BY EACH ASSIGNEE(S) AND ASSIGNOR(S) THAT IS AN INDIVIDUAL)

Individual			
Please circle one: ASSIGNEE <input type="checkbox"/> ASSIGNOR <input checked="" type="checkbox"/>			
Name (Last, First, M.I.):	Rastkar, Sammy	D.O.B.	May 10, 1969
Address of Principal Residence:	Apt/Unit # _____ Street Address 1291 Duchess Ave City West Vancouver Province/State BC Postal Code V7T 1H3 Country CA		
Mailing Address (if different from address of principal residence):	Apt/Unit # _____ Street Address _____ City _____ Province/State _____ Postal Code _____ Country _____		
Phone (Home): 604-379-4560	Phone (work):	Email: sammyxyz@hotmail.com	
Place of Residency for Federal Income Tax Purposes	Canada		
1. Are you a citizen of Canada or Permanent Resident as defined in the <i>Immigration and Refugee Protection Act</i> (Canada)? (Please circle <input checked="" type="checkbox"/> Yes or No)			
If you circled "Yes" to Question #1, please complete #1 (a)			
a) Social Insurance Number	749 675 161		
If you circled "No" to Question #1, please complete #1 (b) and (c)			
b) Country of Citizenship			
c) Social Insurance Number or Individual Tax Number (if applicable)			

By signing below, I certify that the information provided above is true and complete.*

Signed:  _____
DocuSigned by: 9FF2D942DCB146F...

Date: 7/26/2024

Name: Sammy Rastkar

Form 1 - Individual

The following information is required under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

PART D. INFORMATION OF ASSIGNEE OR ASSIGNOR (INDIVIDUAL)
(TO BE COMPLETED BY EACH ASSIGNEE(S) AND ASSIGNOR(S) THAT IS AN INDIVIDUAL)

Individual															
Please circle one ASSIGNEE / ASSIGNOR															
Name (Last, First, M.I.):	Matsumoto, Masaki	D.O.B.	August 19, 1998												
Address of Principal Residence:	<table style="width: 100%; border: none;"> <tr> <td style="border: none;"><i>Apt/Unit #</i></td> <td style="border: none;"><i>Street Address</i></td> <td colspan="2" style="border: none;">2725 Rosebery Ave</td> </tr> <tr> <td style="border: none;"><i>City</i></td> <td style="border: none;"><i>Province/State</i></td> <td style="border: none;"><i>Postal Code</i></td> <td style="border: none;"><i>Country</i></td> </tr> <tr> <td style="border: none;">West Vancouver</td> <td style="border: none;">BC</td> <td style="border: none;">V7V 3A3</td> <td style="border: none;">CA</td> </tr> </table>			<i>Apt/Unit #</i>	<i>Street Address</i>	2725 Rosebery Ave		<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>	West Vancouver	BC	V7V 3A3	CA
<i>Apt/Unit #</i>	<i>Street Address</i>	2725 Rosebery Ave													
<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>												
West Vancouver	BC	V7V 3A3	CA												
Mailing Address (if different from address of principal residence):	<table style="width: 100%; border: none;"> <tr> <td style="border: none;"><i>Apt/Unit #</i></td> <td style="border: none;"><i>Street Address</i></td> <td colspan="2" style="border: none;"></td> </tr> <tr> <td style="border: none;"><i>City</i></td> <td style="border: none;"><i>Province/State</i></td> <td style="border: none;"><i>Postal Code</i></td> <td style="border: none;"><i>Country</i></td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>			<i>Apt/Unit #</i>	<i>Street Address</i>			<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>				
<i>Apt/Unit #</i>	<i>Street Address</i>														
<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>												
Phone (Home): 604-771-1521	Phone (work):	Email: kevinxyz@gmail.com													
Place of Residency for Federal Income Tax Purposes															
1. Are you a citizen of Canada or Permanent Resident as defined in the <i>Immigration and Refugee Protection Act</i> (Canada)? (Please circle Yes or No)															
If you circled "Yes" to Question #1, please complete #1 (a)															
a) Social Insurance Number	749 675 260														
If you circled "No" to Question #1, please complete #1 (b) and (c)															
b) Country of Citizenship															
c) Social Insurance Number or Individual Tax Number (if applicable)															

By signing below, I certify that the information provided above is true and complete.*

Signed: Signed by:
Masaki Matsumoto
05474B8902BD428... _____ Date: 8/2/2024 _____

Name: Masaki Matsumoto _____

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Form 2 - Corporation

The following information is required under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

PART D. INFORMATION OF ASSIGNEE OR ASSIGNOR (CORPORATE)
(TO BE COMPLETED BY EACH ASSIGNEE(S) AND ASSIGNOR(S) THAT IS A CORPORATION)

Corporation			
Please circle one: ASSIGNEE / ASSIGNOR			
If Proposed Assignee or Assignor is a Corporation, Complete the Following:			
Legal Name of Corporation:		Business Number:	
Address of Principal Residence:	Apt/Unit # City	Street Address Province/State	Postal Code Country
Name of Contact for Corporation (Last, First, M.I.)		DOB:	
Address of Contact Person:	Apt/Unit # City	Street Address Province/State	Postal Code Country
Phone (Home):	Phone (work):	Email:	

By signing below, I certify that my answers are true and complete.*

Name of Corporation: _____

Per: _____
 Authorized Signatory

Date: _____

Form 3 - Trust

The following information is required under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

PART D. INFORMATION OF ASSIGNEE OR ASSIGNOR (TRUST)
(TO BE COMPLETED BY EACH ASSIGNEE(S) AND ASSIGNOR(S) THAT IS A TRUSTEE ACTING ON BEHALF OF A TRUST)

Trustee				
Please circle one: ASSIGNEE / ASSIGNOR				
If Proposed Assignee is One or More Trustee(s), Complete the Following*:				
Legal Name of Trust:		Heading of Trust Instrument:		
Residency of Trust for Federal Income Tax Purposes:		Federal Income Tax Account Number:		
Name Trustee #1 <i>(Last, First, M.I.)</i>				
Address of Trustee #1:	<i>Apt/Unit #</i>	<i>Street Address</i>		
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>
Name Trustee #2 <i>(If applicable)</i>				
Address of Trustee #2: <i>(If applicable)</i>	<i>Apt/Unit #</i>	<i>Street Address</i>		
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>
Name Trustee #3 <i>(If applicable)</i>				
Address of Trustee #3: <i>(If applicable)</i>	<i>Apt/Unit #</i>	<i>Street Address</i>		
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>

Continue to next page

***If there are more than three trustees, complete an additional page. Information must be provided for each trustee.**

*By signing below, I certify that my answers are true and complete.**

Signed: _____ Date: _____

Name:
(Trustee #1) _____

Signed: _____ Date: _____

Name:
(Trustee #2) _____

Signed: _____ Date: _____

Name:
(Trustee #3) _____

Each proposed assignee that completed Form 3 of this form must sign and date above.

Form 4 - Partnership

The following information is required under the *Real Estate Development Marketing Act*, and must be completed before the Vendor will consent to the assignment of a Contract of Purchase and Sale ("Contract"). NOTE: The information contained herein will be provided to the administrator designated under the *Property Transfer Tax Act*, and may be disclosed for tax purposes and other purposes authorized under the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

**PART D. INFORMATION OF ASSIGNEE OR ASSIGNOR (PARTNERSHIP)
(TO BE COMPLETED BY EACH ASSIGNEE(S) AND ASSIGNOR(S) THAT IS A PARTNERSHIP)**

Assignment to a Partnership

Please circle one: ASSIGNEE / ASSIGNOR

If Proposed Assignee is a Partnership, Complete the Following:

1. Partnership Information

Legal Name of Partnership		Partnership Account Number* for Federal Income Tax Purposes:	
---------------------------	--	--	--

*If Partnership Account Number is not provided, the following information is required for each partner:

Partner Name	SIN, or Individual Tax Number, or Business Number or Trust Account Number for Federal Income Tax Purposes
1.	
2.	
3.	
4.	

2. Partnership Contact Information (Complete Either Part 2a or Part 2b)

2 (a) Provide the Contact Information for Each Partner of the Partnership that is a proposed party, and the Signature of Each Partner*

Name Parter #1 <i>(Last, First, M.I.)</i>			
Address of Partner #1:	<i>Apt/Unit #</i>	<i>Street Address</i>	
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i> <i>Country</i>
Phone (Home):	Phone (work):	Email:	

Continue to next page

Name Parter #2 <i>(Last, First, M.I.)</i>				
Address of Partner #2	<i>Apt/Unit #</i>	<i>Street Address</i>		
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>
Phone (Home):	Phone (work):		Email:	
Name Parter #3 <i>(Last, First, M.I.)</i>				
Address of Partner #3	<i>Apt/Unit #</i>	<i>Street Address</i>		
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i>	<i>Country</i>
Phone (Home):	Phone (work):		Email:	
Name Parter #4 <i>(Last, First, M.I.)</i>				
Address of Partner #4				
Phone (Home):	Phone (work):		Email:	

*If there are more than four partners, complete an additional page.

*By signing below, I certify that my answers are true and complete.**

Signed: _____ Date: _____

Name:
(Partner #1) _____

Signed: _____ Date: _____

Name:
(Partner #2) _____

Signed: _____ Date: _____

Name:
(Partner #3) _____

Signed: _____ Date: _____

Name:
(Partner #4) _____

Each proposed assignee / assignor that completed Form 4 of this form must sign and date above.

-OR-

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2 (b) Provide the Contact Information for the Head Office and Primary Contact Person, and Provide the Signature of the Partnership			
Legal Name of Partnership		Business Number:	
Address of Head Office:	<i>Apt/Unit #</i>	<i>Street Address</i>	
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i> <i>Country</i>
Name of Contact for Partnership (Last, First, M.I.)		DOB:	
Address of Contact Person:	<i>Apt/Unit #</i>	<i>Street Address</i>	
	<i>City</i>	<i>Province/State</i>	<i>Postal Code</i> <i>Country</i>
Phone (Home):	Phone (work):	Email:	

By signing below, I certify that my answers are true and complete.*

Name of Partnership: _____

Per: _____
Authorized Signatory

Date: _____

Signature on behalf of partnership is required.

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RELEASE UPON ASSIGNMENT

PROJECT NAME: LUMINA ECLIPSE RE: SUITE NO. 3006

2381 Beta Avenue Burnaby BC
Street Address City Prov. Postal Code

FROM: LUMINA ECLIPSE LIMITED PARTNERSHIP, by its general partner, LUMINA ECLIPSE GP LTD.
Vendor Company Name (hereinafter called the "Vendor")

AND: Sammy Rastkar
Name of Purchaser(s) (hereinafter collectively called the "Purchaser")

IN FAVOUR: AVIVA INSURANCE COMPANY OF CANADA ("Aviva")
LIBERTY MUTUAL INSURANCE COMPANY ("Liberty")
(herein after called the "Surety")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 2 day of October, 2021 (the "**Purchase Agreement**"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT SUITE NO. 3006 on LEVEL _____ and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "**Purchased Units**"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Burnaby, British Columbia, registered in the Land Title Division of the Land Title & Survey Authority, and legally described as:

<u>303</u>	<u>Lot 2</u>	<u>124</u>	<u>Group 1</u>	
Strata Lot.	Strata Plan No.	District Lot	Range	Section
	<u>New Westminster</u>		<u>EPP67029</u>	
Block	District		Plan	

Additional, as required

Parcel Identifier (PID):

0	3	0
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1	6	9
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7	4	7
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(hereinafter referred to as the "**Real Property**")

AND WHEREAS the Purchaser has requested the Vendor's consent to the assignment of the Purchaser's interest in the Purchase Agreement to Masaki Matsumoto (the "**New Purchaser**") and the Vendor has consented to the Assignment, on the condition that, among other things, the Purchaser enter into this Release.

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the Purchaser hereto hereby covenants and agrees to the following:

TIMELY. TRUSTED. TAILORED.

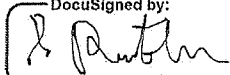
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1. The Purchaser hereto hereby releases the Surety, and each of its heirs, executors, administrators, successors, and assigns, from and against any and all costs, damages, actions, proceedings, demands, and/or claims whatsoever which Purchaser hereto now has, or may hereafter have, against the Surety, by reason of, or in connection with, one or more deposit protection contract issued by the Surety to the Purchaser in respect of the deposit(s) required under the Purchase Agreement (the "**Deposit Monies**").
2. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against the Surety and any party acting as Escrow Agent.
3. This Release Upon Assignment Agreement (the "**Release Agreement**") shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
4. This Release Agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.
5. It is expressly acknowledged and agreed that the execution of this Release Agreement may be made or manifested by way of an electronic signature (as such term is defined in *The Electronic Transactions Act* S.B.C. 2001, chapter 10, as amended), undertaken by or through a computer program or any other electronic means, as expressly provided or contemplated by (and in accordance with the provisions of) *The Electronic Transactions Act* S.B.C. 2001, chapter 10, as amended. Each of the parties hereto further acknowledges and agrees that the Release Agreement may be executed via telefax transmission (and the execution of a telefaxed version hereof by any or all of the parties that have signed the Release Agreement shall have the same force and effect as if same were originally executed), and that a photocopy or telefaxed copy of the Release Agreement may be relied upon by all of the parties that have signed the Release Agreement to the same extent as if it were an original executed version addressed specifically to each of them.

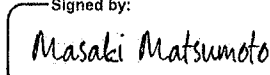
IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED in the presence of

_____)	_____)
Witness – Signature)	Witness – Print Name)
_____)	_____)
Witness – Address)	_____)
_____)	_____)
Witness – Signature)	Witness – Print Name)
_____)	_____)
Witness – Address)	_____)

DocuSigned by:

 9FF2D942DC8145F...
 Purchaser – Signature

_____ Sammy Rastkar
 Purchaser – Print Name


Signed by:

 05474BB902BD428...
 Purchaser – Signature

_____ Masaki Matsumoto
 Purchaser – Print Name

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**LUMINA ECLIPSE LIMITED PARTNERSHIP, by
its general partner, LUMINA ECLIPSE GP LTD.**

Vendor Company Name



C88270F80EDF479...

Per: Vendor's Authorized Signatory

Daljit Thind - Director

Print Name & Title

I/We have the authority to bind the Corporation

Witness – Signature

Witness – Print Name

Witness – Address

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DATED September 24, 2021

LUMINA ECLIPSE
DISCLOSURE STATEMENT
REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)

DEVELOPER:

Name: LUMINA ECLIPSE GP LTD.
LUMINA ECLIPSE LIMITED PARTNERSHIP
BETA VIEW HOMES LTD.

Address for Service: 700 - 401 West Georgia Street, Vancouver, BC V6B 5A1

Business Address: 700 - 4211 Kingsway, Burnaby, BC V5H 1Z6

REAL ESTATE BROKERAGE: MLA Canada Realty
100 - 856 Homer Street, Vancouver, BC V6B 2W5

MLA Fraser Valley Realty
B210 - 20689 Willoughby Town Centre Drive, Langley, BC
V2Y 0X7

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s).

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

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Masaki Matsumoto, who has confirmed that fact by initialling in the space provided here.

Initial
MM

8/2/2024

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DISCLOSURE STATEMENT - FIRST AMENDMENT
Real Estate Development Marketing Act (British Columbia)
LUMINA ECLIPSE

Date of Disclosure Statement: September 24, 2021
Date of First Amendment: June 17, 2022

DEVELOPER: LUMINA ECLIPSE GP LTD.
LUMINA ECLIPSE LIMITED PARTNERSHIP
BETA VIEW HOMES LTD.

ADDRESS FOR SERVICE: 700 - 401 West Georgia Street,
Vancouver, BC V6B 5A1

BUSINESS ADDRESS: 700 - 4211 Kingsway,
Burnaby, BC V5H 1Z6

REAL ESTATE BROKERAGES: Rennie Marketing Systems
51 East Pender Street
Vancouver, BC V6A 1S9

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s). The Developer may also use its own staff members to market the Strata Lots, who are not licensed under the *Real Estate Services Act*. None of the Developer's agent(s) or staff members will be acting on behalf of the Purchaser. None of the Developer's agent(s) will be acting on behalf of the Purchaser.

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

This First Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of:

Purchaser: (insert name(s)) here:

Masaki Matsumoto

And have confirmed that fact by initialling in the space provided here:

Purchaser Initials
Initial
MM

8/2/2024

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT AND FIRST AMENDMENT TO DISCLOSURE STATEMENT

Date: 8/2/2024

RE: Proposed Strata Lot 303 being Unit No 3006 (the "**Strata Lot**") at 2381 Beta Avenue, Burnaby, British Columbia, attached as an exhibit to the Disclosure Statement (as defined in the Contract), in the development known as "Lumina Eclipse" (the "**Development**").

AND RE: the contract of purchase and sale dated October 1, 2021 made between LUMINA ECLIPSE LIMITED PARTNERSHIP as Vendor, and Masaki Matsumoto as Purchaser(s) (the "**Contract**").

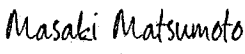
WHEREAS pursuant to the *Real Estate Development Marketing Act* of British Columbia, the Vendor is required to provide to the Purchaser a copy of the disclosure statement dated September 24, 2021 (the "**Disclosure Statement**") and all amendments to the Disclosure Statement filed from time to time.

The undersigned Purchaser hereby acknowledges having received copies of and having been provided a reasonable opportunity to read each of the following:

- (a) The Disclosure Statement dated September 24, 2021; and
- (b) The First Amendment to Disclosure Statement dated June 17, 2022.

In the event the Purchaser received any or all of the Disclosure Statement and amendments by electronic means, the Purchaser hereby consents to the Vendor having provided the Purchaser with the Disclosure Statement and amendments by such electronic means.

Signed:

	Signed by:  <small>05474B8902BD428...</small> (Purchaser)	Masaki Matsumoto (Name of Purchaser)
(Witness)		

	(Purchaser)	(Name of Purchaser)
(Witness)		

	(Purchaser)	(Name of Purchaser)
(Witness)		

	(Purchaser)	(Name of Purchaser)
(Witness)		

eclipse

BRENTWOOD

Deposit Receipt

RE: Proposed Strata Lot 303 (Unit No. 3006) (the "Strata Lot") shown on the preliminary strata plan (the "Preliminary Strata Plan"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "Development") to be constructed upon lands (the "Lands") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("PID"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

Date: August 2nd, 2024

Purchaser(s): Sammy Rastkar

Name of Account Holder:

Same as Purchaser(s)

Different from purchaser, insert name below

Name of Account Holder:

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

Received in good order,
A Deposit in the amount of \$ 1802.96



Royal Bank of Canada
Banque Royale du Canada

1705 MARINE DR
WEST VANCOUVER, BC

74724565 2-516

DATE 20240725
Y/M D/J

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE LUMINA ECLIPSE LIMITED PARTNERSHIP

\$1,802.96

Sammy Rastkar

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

CANADIAN DOLLARS CANADIENS

RE/OBJET

PURCHASER NAME SAMMY RASTKAR

NOM DE L'ACHÉTEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHÉTEUR

COUNTERSIGNED / CONTRESIGNÉ

072104

Catherine Delys

⑈ 74724565⑈ ⑆ 08400⑆ 003⑆ 099⑆ 013⑆ 5⑆

Received By: Tania

DATED September 24, 2021

LUMINA ECLIPSE
DISCLOSURE STATEMENT
REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)

DEVELOPER:

Name: LUMINA ECLIPSE GP LTD.
LUMINA ECLIPSE LIMITED PARTNERSHIP
BETA VIEW HOMES LTD.

Address for Service: 700 - 401 West Georgia Street, Vancouver, BC V6B 5A1

Business Address: 700 - 4211 Kingsway, Burnaby, BC V5H 1Z6

REAL ESTATE BROKERAGE: MLA Canada Realty
100 - 856 Homer Street, Vancouver, BC V6B 2W5

MLA Fraser Valley Realty
B210 - 20689 Willoughby Town Centre Drive, Langley, BC
V2Y 0X7

The Developer reserves the right to appoint additional or replacement brokerage(s), and reserves the right to allow the brokerage to assign the brokers rights with respect to the marketing and sale of the Development to an affiliate or related party of the brokerage(s).

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

This Disclosure Statement relates to a development property that is not yet completed. Please refer to Section 7.2 for information on the purchase agreement. That information has been drawn to the attention of Sammy Rastkar, who has confirmed that fact by initialling in the space provided here.

<i>S.R.</i>	
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This is Exhibit B referred to in the Affidavit of Masaaki (Kevin) Hatsumoto sworn before me at Vancouver, B.C. This 24th day of April, 2021.

[Signature]
A Commissioner for Taking Affidavits within British Columbia

**LUMINA ECLIPSE LIMITED PARTNERSHIP by
its general partner LUMINA ECLIPSE GP LTD.
"LUMINA ECLIPSE"**

**ACKNOWLEDGEMENT OF RECEIPT OF
Disclosure Statement**


Re: Proposed Strata Lot 303 (Unit No. 3006) at 2381 Beta Avenue, Burnaby, British Columbia (the "Strata Lot")

The undersigned hereby confirm(s) that he/she/it/they has/have received from **LUMINA ECLIPSE LIMITED PARTNERSHIP by its general partner LUMINA ECLIPSE GP LTD.** a copy of the Disclosure Statement dated September 24, 2021 respect of a development at 2381 Beta Avenue, Burnaby British Columbia known as Lumina Eclipse and that the undersigned was/were afforded reasonable opportunity to read such Disclosure Statement prior to entering into any purchase agreement in respect of the Strata Lot.

Date: October 01, 2021

Sammy Rastkar
Print Name


Signature of Purchaser


Witness

Print Name

Signature of Purchaser

Witness

Corporation Name

Authorized Signatory

Witness

CONTRACT OF PURCHASE AND SALE

BETWEEN:

LUMINA ECLIPSE LIMITED PARTNERSHIP (the "Developer" and the "Vendor")

AND:

Purchaser(s):

Name(s): Sammy Rastkar _____

Address(es): 2725 Rosebery Ave _____

West Vancouver BC V7V 3A3 _____

Tel: (604) 379-4560 _____ Tel: _____

Email: srastkar@ikor.ca _____ Email: _____

Country of _____ Country of _____

Residence: Canada _____ Residence: _____

(For the purposes of the *Income Tax Act* (Canada))

(Such one or more parties being hereinafter referred to as the "Purchaser").

PROPERTY:

Proposed Strata Lot 303, being Unit No. 3006 (the "Strata Lot") in the development known as "LUMINA ECLIPSE" (the "Development"), to be constructed as part of a 329 unit residential strata development project on the lands located at 2381 Beta Avenue, Burnaby BC and legally described as PID: 030-169-747 Lot 2 District Lot 124 Group 1 New Westminster District Plan EPP67029 (the "Lands"), as further described in the Disclosure Statement filed by the Vendor on September 24, 2021 (the "Initial Disclosure Statement") and all amendments thereto (the "Amendments") (the Initial Disclosure Statement and the Amendments are hereinafter collectively called the "Disclosure Statement"). The Lands are held in trust for the Vendor by Beta View Homes Ltd. (the "Registered Owner"). The Registered Owner has agreed or will agree to execute a direct transfer of the title to the Strata Lot to the Purchaser from the Vendor.

PURCHASE PRICE:

The Purchase Price for the Strata Lot will be:

(\$ 713,900.00) DOLLARS. The Purchase Price excludes any Goods and Services Tax ("GST").

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1. **Offer.** In consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration now paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) and other mutual covenants and agreements contained in this Contract, the Purchaser agrees to purchase the Strata Lot from the Vendor for the Purchase Price and upon the terms set forth herein subject to the Permitted Encumbrances (as hereinafter defined). The Purchaser acknowledges that the Purchaser is purchasing a strata lot which is to be constructed or is presently under construction.

The Purchase Price does not include the exclusive use of any parking stall(s) or storage locker(s) at the Development unless expressly set out in an addendum hereto. In the event the Purchaser purchases the exclusive use of a parking stall(s) and/or storage locker(s), the location of the parking stall(s) and/or storage locker(s) will be designated by the Vendor in accordance with the Disclosure Statement. The Purchaser acknowledges and agrees that the parking stall(s) and/or storage locker(s): (a) will vary in size, shape, convenience and location (including, notwithstanding any other amended or written agreement made between the parties to the contrary, and where more than one, may not be side by side); and (b) may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities. The Purchaser further acknowledges and agrees that the final determination of parking stall(s) and/or storage locker(s) assigned to a Purchaser shall be by the Vendor with no recovery by the Purchaser. The Purchaser will accept the parking stall(s) and/or storage locker(s) if any, assigned or sold to the Purchaser by the Vendor on an "as is, where is" basis and will have no claim against the Vendor in respect of any variation in the size, shape, convenience of location or obstruction of such parking stall(s) and/or storage locker(s).

2. **Deposit.** The Purchaser will pay a deposit(s) by bank draft or certified cheque (collectively, the "Deposit") to Richards Buell Sutton LLP (the "Vendor's Solicitors") in trust as stakeholder and the Deposit will be held in accordance with the *Real Estate Development Marketing Act* as follows:

(a)	a deposit (the " Initial Deposit ") of \$10,000 upon presentation of this Contract by the Purchaser, payable by way of certified cheque, or bank draft;	\$10,000.00
(b)	a further deposit (the " Second Deposit ") of 10% of the Purchase Price (less the Initial Deposit), payable 7 days after acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$ 61,390.00
(c)	a further deposit (the " Third Deposit ") of 5% of the Purchase Price, payable 6 months following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$ 35,695.00
(d)	a further deposit (the " Fourth Deposit ") of 5% of the Purchase Price, payable 10 months following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$35,695.00
the balance of the Purchase Price, subject to adjustments, to be paid on the Completion Date by bank draft or certified cheque.		

Interest on the Deposit will, in all cases, be for the benefit of the Vendor and will not be applied on account of the Purchase Price. If the Purchaser defaults in the Purchaser's obligations hereunder, the Vendor may, at its option, retain the Deposit and interest thereon without prejudice to any other remedy, which the Vendor may have in respect of the Purchaser's default in accordance with the terms of this Contract.

<i>[Signature]</i>		<i>[Signature]</i>
P	P	V

3. The Vendor and Purchaser acknowledge having received, read and understood the Real Estate Council of British Columbia ("RECBC") form entitled "Disclosure of Representation in Trading Services" and acknowledge and confirm as follows:

(a) The Vendor has an agency relationship with MLA Canada Realty and MLA Fraser Valley Realty (collectively, the "Vendor's Agent")

Amy Cornford
Designated Agent(s)/Licensee(s)

(b) The Purchaser has an agency relationship with:

REZA KOHAN PREC
Designated Agent(s)/Licensee(s)

Who is/are licensed in relation to:

Royal Pacific Lions Gate Realty Ltd.
Brokerage

(c) If subparagraph (b) has not been completed, the Purchaser acknowledges having received, read, and understood the RECBC form "Disclosure of Risks to Unrepresented Parties" from the Vendor's Agent and hereby confirms that the Purchaser has no agency relationship.

The Purchaser may wish to obtain independent advice in respect of this Agreement. The Purchaser further acknowledges that the Vendor and the Vendor's Agent may allow the Vendor's Agent to assign its rights as Vendor's Agent with respect to the sale of the Strata Lot to an affiliate or related party of the Vendor's Agent at any time prior to the Completion Date.

4. **Completion, Possession and Adjustment Dates.** It is currently estimated that the completion of the Strata Lot will occur between December 1, 2024 and March 1, 2025. For more information about the Completion, Possession and Adjustment Dates, see the Disclosure Statement and Addendum "A" attached hereto.

5. **Furnishings.** The Purchase Price includes the following items unless otherwise noted in the Disclosure Statement: a fridge, a gas stove, an oven, a hood fan, a microwave, a dishwasher, window coverings, a washer and a dryer.

Fixtures and features as represented in the Disclosure Statement will also be included, provided that the Vendor may substitute materials of reasonably equivalent or better quality, in its discretion. Presentation centre or display suite decorator features, fixtures, wall treatments, finishings, fittings, dining light fixtures and furnishings are not included in the Purchase Price unless expressly set out in an Addendum hereto.

[Handwritten initials]

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SL: 303 Unit: 3006

6. **Acceptance.** This Contract will be open for acceptance until 6:00 p.m. (Vancouver time) on the 3rd day (including weekends and statutory holidays) following the date of execution by the Purchaser and upon acceptance by the Vendor signing a copy of this Contract, there will be a binding agreement of sale and purchase in respect of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

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

THE PURCHASER HAS EXECUTED THIS CONTRACT THIS 01 DAY OF October, 2021.

J. Rastkar (Witness) J. Rastkar (Purchaser) Sammy Rastkar (Name of Purchaser)

____ (Witness) _____ (Purchaser) _____ (Name of Purchaser)

THE PURCHASER'S OFFER TO PURCHASE CONTAINED HEREIN IS ACCEPTED BY THE VENDOR AT 08:53 AM A.M. / P.M. [check one] THIS 02 DAY OF October, 2021.

LUMINA ECLIPSE LIMITED PARTNERSHIP by its general partner LUMINA ECLIPSE GP LTD. Per:

[Signature]
Authorized Signatory

Addendum "A"

1.0 AGREEMENT

1.1 Once this Contract is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the Purchase Price and upon the terms set forth in the agreement created by the acceptance of this Contract by the Vendor, this Addendum and all additional addendums and schedules. Title to the Strata Lot on the Completion Date (as hereinafter defined) shall be subject only to:

- (a) the exceptions listed in Section 23(1) of the *Land Title Act*;
- (b) the charges and encumbrances referred to in the Disclosure Statement; and
- (c) claims of builders liens or other encumbrances where the Vendor's Solicitors have undertaken to remove same pursuant to paragraph 7.1 hereof;

(collectively, the "Permitted Encumbrances").

The Purchaser agrees to execute any and all agreements as may be required pursuant to the terms and conditions of the Permitted Encumbrances confirming the Purchaser acknowledges and assumes obligations under the Permitted Encumbrances.

2.0 DESCRIPTION OF STRATA LOT

2.1 The Strata Lot is part of the Development which is situated on the Lands as shown on the proposed strata plan attached to the Disclosure Statement, and as more particularly described in the Disclosure Statement.

3.0 PURCHASER'S ACKNOWLEDGEMENTS

3.1 Disclosure Statement. The Purchaser acknowledges that the Purchaser has received copies of the Initial Disclosure Statement for the Development and all Amendments, and has been given a reasonable opportunity to read the Initial Disclosure Statement and all Amendments before signing this Contract. The signing of this Contract by the Purchaser will constitute:

- (a) a receipt for the Initial Disclosure Statement and all Amendments; and
- (b) the Purchaser's acknowledgment that the Purchaser had an opportunity to read the Initial Disclosure Statement and all Amendments before signing this Contract.

3.2 Consent to Electronic Delivery of Disclosure Statement and all Amendments. Where the Purchaser has on the first page of this Contract, or on any subsequent addendum to this Contract provided an email address, the Purchaser consents to the Vendor delivering the Disclosure Statement (including all Amendments) to the Purchaser at the email address provided and the Purchaser acknowledges and agrees that such email delivery of the Disclosure Statement (including all Amendments) has afforded the Purchaser a reasonable opportunity to read the Disclosure Statement (including all Amendments) all as at the time of the Vendor's delivery of the email as shown by the Vendor's copy of the sent email.

Initials	
B.B.S.	

4.0 PURCHASE PRICE, DEPOSIT AND PAYMENT

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

- (a) The Deposit in the amount set out in paragraph 2 of the Contract shall be paid by the Purchaser to the Vendor's Solicitors, Richards Buell Sutton LLP in Trust by way of

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Addendum "A"

certified cheque or bank draft. The Vendor shall be entitled, but not obligated, to invest the Deposit in an interest bearing trust account with a Canadian chartered bank, trust company or credit union with interest to accrue to the credit of the Vendor, except as otherwise expressly provided herein; and

- (b) The Balance of the Purchase Price plus or minus adjustments shall be paid by the Purchaser to the Vendor's Solicitors on the Completion Date by way of certified cheque or bank draft.

4.2 Handling of the Deposit. Subject to paragraphs 4.4 and 4.5 hereof, the Deposit shall be dealt with as follows:



- (a) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions herein contained, then the Deposit shall form part of and be applied to the Purchase Price and be paid by the Vendor's Solicitors to the Vendor. Any interest earned thereon shall be paid to the Vendor;
- (b) If the Purchaser fails to complete the purchase of the Strata Lot or fails to pay any part of the Deposit on the terms and conditions herein contained, then the Deposit paid together with interest accrued thereon shall be paid by the Vendor's Solicitors to the Vendor forthwith;
- (c) If the Contract is terminated pursuant to paragraph 5.1 or if the Purchaser fails to provide notice of waiver or satisfaction of the Purchaser's conditions pursuant to paragraph 9.2 hereof, or if the Vendor provides notice to the Purchaser that the Vendor's conditions are not waived or satisfied pursuant to paragraph 9.3 hereof, then the Deposit together with all interest accrued thereon shall be paid by the Vendor's Solicitors to the Purchaser and the Purchaser shall have no further claims against the Vendor; and
- (d) If the Vendor fails to complete the sale of the Strata Lot on the terms and conditions herein contained, then the Deposit together with all accrued interest thereon shall be paid by the Vendor's Solicitors to the Purchaser and the Purchaser shall have no further claims against the Vendor.

Notwithstanding the aforementioned, the Purchaser acknowledges and agrees that the Vendor's Solicitors will be permitted to charge and deduct and retain a deposit administration fee from each payment made by the Purchaser comprising the Deposit of not more than \$75.00 plus applicable taxes to be paid by the Purchaser, and that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge of \$25.00 in each such instance.

4.3 Residency. Notwithstanding the provisions of paragraph 4.2 hereof, if the Purchaser is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Purchaser authorizes the Vendor's Solicitors to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit as may be required by the *Income Tax Act* (Canada).

4.4 Authorization to Deal with Deposit. The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions hereof, notwithstanding the provisions of Section 18 of the *Real Estate Development Marketing Act*; and
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit.

		
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Addendum "A"

- 4.5 Deposit Protection Agreement Under REDMA. Under Section 19 of the *Real Estate Development Marketing Act*, a developer who desires to use for the developer's own purposes a deposit the developer has placed with a trustee under Section 18 of the *Real Estate Development Marketing Act* may, by entering into a deposit protection agreement in relation to that deposit, obtain the deposit from that trustee and use that deposit only for the developer's own purposes. Section 10 of the *Real Estate Development Marketing Regulation* provides that if a developer enters into a deposit protection agreement, the developer must provide notice of the deposit protection agreement to a purchaser by including the following information in the disclosure statement:
 - (a) the name and business address of the insurer;
 - (b) the name of the developer who entered into the deposit protection agreement; and
 - (c) the date on which the insurance takes effect.

The Purchaser acknowledges and agrees that the Vendor may enter into such a deposit protection agreement with respect to the Deposit. The Vendor agrees that if it enters into such a deposit protection agreement with respect to the Deposit, it will comply with Section 10 of the *Real Estate Development Marketing Regulation* regarding that deposit protection agreement.

For further terms regarding deposit insurance please see Section 8.3 hereof and Section 7.1 of the Disclosure Statement.

- 4.6 Builders Liens. That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builder's lien claims (the "**Lien Holdback**") will be paid on the Completion Date to the Vendor's Solicitors. The Lien Holdback will be held in trust by the Vendor's Solicitors pursuant to the *Strata Property Act* and *Builders Lien Act* (or successor statutes) solely in respect of lien claims registered in the applicable land title office in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor the Lien Holdback plus interest, if any, accrued thereon as permitted by law; which payment will occur upon expiration of the period during which the Lien Holdback must be retained pursuant to the *Strata Property Act* and the *Builders Lien Act* (the "**Lien Holdback Period**"), less the amount of any builder's lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitor or notary public notifies the Vendor's Solicitor in writing by 4:00 p.m. on the last day of the Lien Holdback Period. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Strata Lot of any lien claims filed with respect to the Strata Lot, including payment of the whole or any part of the Lien Holdback into Court if desired by the Vendor.

5.0 COMPLETION, POSSESSION AND ADJUSTMENT DATES

- 5.1 Completion Date. The completion of the purchase and sale of the Strata Lot shall take place on the date (the "**Completion Date**") specified by the Vendor in a notice delivered to the Purchaser or the Purchaser's Solicitor stating that the Strata Lot is, or is expected to be "Ready to be Occupied" and that the title to the Strata Lot has or is expected to have been issued by the Land Title Office, provided that the Vendor or the Vendor's Solicitor will give not less than 14 days' notice thereof and provided further that if the Land Title Office is not open for business on such day, then the Completion Date shall be the next business day. "Ready to be Occupied" refers to the Strata Lot only and not to any other strata lot or the common property within the Development and the Strata Lot will be deemed to be "Ready to be Occupied" if the City of Burnaby has issued an occupancy permit to occupy the Strata Lot (the "**Occupancy Permit**"), whether such permit is conditional or unconditional. In the event the Occupancy Permit is a conditional permit issued by the City of Burnaby, the Vendor will provide the Purchaser with an unconditional Occupancy Permit for the Strata Lot or the Development as soon as is reasonably practical. If the Completion Date has not occurred on or before December 17, 2025 (the "**Outside Date**"), and the parties have not agreed to an extension, this Contract shall be terminated whereupon the Purchaser will

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Addendum "A"

be entitled to repayment by the Vendor of the Deposit together with any interest earned thereon as the Purchaser's sole remedy and the parties will thereafter have no further obligations, liabilities or commitments to, from or against one another provided that:

- (a) If paragraph 5.3 hereof is applicable then the Outside Date will be extended for a period equivalent to such delay, which period will be determined solely by the Vendor;
- (b) The Vendor may, at its sole option, exercisable by notice to the Purchaser, in addition to any other extension pursuant to this Section 5.0, and whether or not any delay described in this Section 5.0 has occurred, elect to extend the Outside Date for up to 250 days; and
- (c) Where the Vendor has extended the Outside Date for the full time set out in subsection (b) above and provided the Vendor is still actively carrying on construction of the Development the Vendor may, at its sole option, provide notice to the Purchaser that it has elected to extend the Outside Date for up to a further 110 days.

5.2 Notice of Completion Date. The notice of the Completion Date delivered to the Purchaser or the Purchaser's Solicitors may be based on the Vendor's estimate as to when the Strata Lot will be "Ready to be Occupied" and when the title to the Strata Lot will be issued by the Land Title Office, and if the Strata Lot is not "Ready to be Occupied" or if the title is not issued by the Land Title Office on or before the Completion Date so estimated, then the Vendor may extend the Completion Date from time to time as required by the Vendor until the Strata Lot is "Ready to be Occupied" and the title is to be issued in the Land Title Office, by notice of such extension to the Purchaser or the Purchaser's Solicitors, from time to time.

5.3 Force Majeure. If the Vendor is delayed from completing construction of the Strata Lot as a result of an event or circumstance of any nature or kind whatsoever beyond the reasonable control of the Vendor (including, without limitation, epidemic, pandemic, outbreak, disease or other public health emergency (including, for greater certainty, SARS-CoV-2, COVID-19 or any other widespread contagious infection, disease or illness, regardless of whether any particular governmental or health authority deems same to be an epidemic, pandemic, outbreak, disease or other public health emergency, and including any quarantine or other public health order relating to any of the foregoing), earthquake, flood or other acts of God, fire, explosion or accident, howsoever caused, acts or orders of any governmental authority, acts of war (including, without limitation, cyber-war), terrorism, riot, civil disorder, insurrection, rebellion or revolution, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climatic condition, interference of the Purchaser or inability to obtain permits or other approvals in a timely manner by any governmental authority (including, without limitation, the City)), then the time within which the Vendor must do anything hereunder and the Completion Date referred to in paragraph 5.1 will be extended for a period equivalent to such period of delay which period will be determined solely by the Vendor.

5.4 Adjustments. The Purchaser will assume and pay all taxes, rates, local improvement assessments, utilities and other charges, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date. The Purchaser shall pay GST in accordance with paragraph 5.7 below. If the amount of any such taxes, utilities or other items have been levied in respect of the Lands prior to registration of the strata plan, the portion thereof which shall be allocated to the Strata Lot will be in proportion to the unit entitlement the Strata Lot bears to the aggregate of the unit entitlement for all strata lots in the Development.

5.5 Possession. Provided the Vendor's Solicitors have received the balance of the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot on the Completion Date, the Purchaser shall have vacant possession of the Strata Lot at 12:00 pm on the second business day following the Completion Date (the "Possession Date").

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Addendum "A"

5.6 Risk. The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date, after which time it will be at the risk of the Purchaser.

5.7 GST. The Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot (including property transfer tax and any applicable taxes, including GST, and any other federal or provincial sales, service, transition, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot), other than the costs the Vendor incurred in clearing title to the Strata Lot. The Purchaser acknowledges that GST and provincial sales taxes are, without duplication, applicable to the sale and purchase of the Strata Lot and will be payable by the Purchaser. The Purchaser acknowledges and agrees that the Purchase Price is exclusive of all applicable taxes, including GST, and any other federal or provincial sales, service, value added or other tax or new housing rebate, which for greater clarity are not included in the Purchase Price.

6.0 CONSTRUCTION

6.1 Construction. The Vendor will proceed to construct the Development substantially in accordance with the proposed draft strata plan attached to the Disclosure Statement, provided that the Vendor may make changes to features, design, and materials as are, in the Vendor's opinion, desirable and reasonable. The Purchaser understands and agrees that the building plans, design, and specifications for the Development may be varied to a minor extent in the reasonable discretion of the Vendor, that the area of the Strata Lot shown on the proposed strata plan is approximate, and that the address or suite and Strata Lot number assigned to the Strata Lot are subject to change at the Vendor's discretion. The Purchaser also acknowledges and agrees that any materials used in finishing of the Strata Lot, including, without limitation, natural stone, ceramic, porcelain, wood and laminates, may have conspicuous variations in colour, grain, vein and texture, pattern and size and any such variations are merely characteristic of the respective materials and will not be considered as defects or deficiencies in the Strata Lot and that certain materials used in the finishing of the Strata Lot may be subject to staining or changed coloration over time.

6.2 Measurement. The Purchaser acknowledges and agrees with the Vendor that if the area of the Strata Lot shown on the Final Strata Plan varies by more than five (5%) percent from the area shown on the Preliminary Plan as at the date of this Contract, the Purchase Price shall be amended by multiplying the Purchase Price by the area of the Strata Lot shown on the Final Strata Plan and dividing the product by the area of the Strata Lot shown on the Preliminary Plan. In the event that the actual area of the Strata Lot shown on the Final Strata Plan varies by five (5%) percent or less from the area shown on the Preliminary Plan, there shall be no adjustment to the Purchase Price. The Purchaser acknowledges and agrees that the Purchaser will have no claim against the Vendor as a result of a change in area of the Strata Lot other than for the adjustment to the Purchase Price as aforesaid.

6.3 Access. The Purchaser acknowledges and agrees that the Purchaser will not be entitled to have access to the Strata Lot prior to the Possession Date without the prior written permission of the Vendor (which the Vendor may withhold in its absolute discretion) and then only if accompanied by a representative of the Vendor, subject to paragraph 6.4. The Purchaser hereby releases the Vendor and its directors, officers, shareholders, unit holders, employees, agents, contractors and representatives (collectively, the "Released Parties") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Strata Lot or the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Purchaser or any person on behalf of the Purchaser within the Strata Lot or the Development, or any act or omission negligent or otherwise of the Purchaser or any person on behalf of the Purchaser while within the Strata Lot or the Development. The Purchaser hereby acknowledges and the Vendor hereby confirms that the Vendor has acted as agent for and on

<i>[Signature]</i>		<i>[Signature]</i>
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Addendum "A"

behalf of the other Released Parties with respect to obtaining the foregoing release and indemnity from the Purchaser for the benefit of such Released Parties.



6.4 Inspection. The Purchaser and a representative of the Vendor shall inspect the Strata Lot at a reasonable time designated by the Vendor prior to the Completion Date. If the Purchaser fails or refuses to inspect the Strata Lot at the time designated by the Vendor the Purchaser is deemed to have waived or forfeited any such right and is deemed to be satisfied with and have accepted the physical condition of the Strata Lot. At the conclusion of such inspection, a conclusive list of any defects or deficiencies (collectively, the "Deficiencies") shall be prepared that are to be rectified by the Vendor including the estimated dates and timeframes by which such corrections are to occur. The parties shall sign the list of Deficiencies and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the Deficiencies. The Purchaser covenants and agrees to complete the purchase of the Strata Lot on the Completion Date on the terms and conditions herein contained notwithstanding that the Deficiencies may be rectified after the Completion Date. The Purchaser is not entitled to holdback any amount of the Purchase Price on closing in respect of the Deficiencies or other deficiencies. In the event of a disagreement between the Purchaser and the Vendor as to what constitutes a defect or deficiency, or whether or not a defect or deficiency has been rectified, the decision of the architect for the Development or any replacement therefor appointed by the Vendor in the Vendor's sole discretion will be conclusive, final and binding on the parties. Following the Completion Date, the Purchaser agrees to provide the Vendor and its representatives, contractors and agents with access to the Strata Lot at all reasonable times on reasonable notice from the Vendor in order for the Vendor or its representatives, contractors or agents to rectify any outstanding Deficiencies, and the Purchaser will in no manner interfere with or impede any such person while he or she is carrying out such work.

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

7.0 CONVEYANCE

7.1 Conveyance. It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a freehold transfer, in registrable form (the "Transfer"), and a statement of adjustments, to the Vendor's Solicitor at least 7 business days prior to the Completion Date. The Vendor will provide the Purchaser or the Purchaser's Solicitors with a form of acknowledgement whereby the Purchaser acknowledges receipt of the Initial Disclosure Statement, the Amendments and any subsequent amendments to the Initial Disclosure Statement, which the Purchaser will be required to sign and return to the Vendor or the Vendor's Solicitor prior to the Completion Date. In the event the Purchaser has not received any of the amendments listed in the acknowledgement the Purchaser or the Purchaser's Solicitors shall inform the Vendor's Solicitors forthwith and shall not be obligated to sign and return the acknowledgement until the Purchaser has received all such amendments and been provided a reasonable opportunity to review same. The Purchaser agrees prior to the Completion Date to sign and deliver to the Vendor the owner registration in the form required by the Vendor's new home warranty provider. The Purchaser acknowledges that the Strata Lot will not be covered by the home warranty should the Purchaser fail to deliver the signed owner registration form prior to the Completion Date. The Purchaser will be responsible for obtaining all other documents required for the closing.

On the Completion Date, the Vendor will transfer title to the Strata Lot to the Purchaser free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except Permitted Encumbrances and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any

		
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release or discharge of any registered liens, mortgages, charges and encumbrances save and except the Permitted Encumbrances. The Purchaser acknowledges and agrees that the Vendor will be using the purchase money received from the Purchaser to obtain a partial discharge of any construction mortgage and security collateral thereto. The Purchaser's Solicitor or notary public will pay the balance of the adjusted Purchase Price on or before 4:30 p.m. on the Completion Date by way of certified cheque or bank draft made payable and delivered at the Purchaser's expense to the Vendor's Solicitors in trust on their undertaking to pay an amount required in a written statement of indebtedness from the holder of the prior encumbrance to require the holder of the prior encumbrance to provide the Vendor's Solicitors with a registrable discharge of such prior encumbrance and to register the discharge of the aforesaid charges from title to the Strata Lot and, in the case of a claim of builders lien, on his undertaking to pay an amount sufficient to cause same to be discharged within 30 days after the Completion Date. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:

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



7.2 Costs. The Purchaser will pay all costs (including the Purchaser's Solicitor's fees and disbursements) in connection with the completion of purchase and the sale (including applicable GST or other federal or provincial sales, value-added, property transfer or other tax other than income tax) required to be paid by the Vendor or the Purchaser in connection with the purchase and sale of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances and the legal fees of the Vendor.

8.0 ASSIGNMENT BY PURCHASER

8.1 Assignment Registry. Without the Developer's prior consent, any assignment of this purchase agreement is prohibited. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the Developer with the information and records required under the *Real Estate Development Marketing Act*.

8.2 Collection of Assignment Information. Before the Developer consents to the assignment of this purchase agreement, the Developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

- (a) the party's identity;
- (b) the party's contact and business information;
- (c) the terms of the assignment agreement.

		
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

Addendum "A"

Information and records collected by the Developer must be reported by the Developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

8.3 Assignment. The Purchaser may only assign (which includes the addition or removal of a purchaser to or from the Contract) the Purchaser's interest in the Strata Lot or in this Contract or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, and unless the Vendor so consents the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein. The Vendor will not entertain any assignment requests prior to October 1, 2023, or following the earliest estimated date for completion or construction (as that term is defined in the Disclosure Statement). Any assignment must be in the Vendor's standard form assignment agreement. If, with the consent of the Vendor, the Purchaser assigns the Purchaser's interest in the Strata Lot or this Contract or directs the transfer of the Strata Lot to any other or additional party, the Purchaser will pay to the Vendor an administration fee, as a condition for agreeing to the assignment, and for the associated legal and administrative costs, in the amount of 3% of the greater of the Purchase Price and the purchase price paid by the assignee, plus applicable GST on such fee at the time the assignment form is delivered to the Vendor, except that such administration fee will be a flat fee of \$1,500.00 plus GST if the assignee is the Purchaser's spouse, parent, child, sibling, grandparent, grandchild or a company beneficial owned and controlled by the Purchaser. The Purchaser shall also pay to the Developer the Assignment Registry Reporting Fee applicable at the time of the assignment, plus applicable GST, for the purposes of the Developer reporting the assignment to the Province of British Columbia. No assignment by the Purchaser of the Purchaser's interest in the Strata Lot or this Contract or direction of transfer to any other person shall release the Purchaser from any of the Purchaser's obligations or liabilities hereunder. If the Purchaser assigns the Purchaser's interest in the Strata Lot pursuant to this paragraph 8.3, and a deposit protection agreement is in place, then from the date of the assignment:

- (a) the Purchaser (for the purpose of the remainder of this paragraph 8.3, the "**Assignor**") shall not make or pursue any claims or proceedings against the deposit insurer with respect to this Contract, the Strata Lot or the Deposit;
- (b) the Assignor quit claims and releases absolutely the deposit insurer from any and all liabilities, obligations, promises or covenants to the Assignor with respect to this Contract, the Strata Lot or the Deposit and confirms that the Assignor no longer has any interest in or claim to the Deposit;
- (c) the Assignor and the person to whom the Assignor assigns its interest in the Strata Lot (for the purpose of the remainder of this paragraph 8.3, the "**Assignee**") acknowledge and agree that the benefit of the deposit protection agreement issued by the deposit insurer in respect of the Deposit is assigned from the Assignor to the Assignee concurrently with the assignment of this Contract and that the deposit insurer will amend its records so that the insured benefit under the deposit protection agreement in respect of the Deposit is transferred from the Assignor to the Assignee; and
- (d) the Assignor and the Assignee expressly acknowledge and agree that the deposit insurer can rely on the benefit of, and seek to enforce against either or both of them, the provisions of this paragraph notwithstanding that the deposit insurer is not a party to the assignment agreement.

8.4 No Solicitation. The Purchaser and its agents will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser or the Purchaser's interest under this Contract before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

		
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8.5 Continued Marketing. The Purchaser agrees that after completion of the conveyance contemplated by this Contract, the Purchaser shall allow the Vendor to maintain professional signage on the Strata Lot for the purposes of offering the balance of the Vendor's strata lots in the Development for sale. In addition the Purchaser acknowledges that the Vendor and the Vendor's representatives intend to continue marketing additional strata lots in the Development and in any other neighbouring developments that the directors of the Developer are marketing in their capacity as directors of a different developer under a different disclosure statement after the completion of the sale of the Strata Lot to the Purchaser, and that such continued marketing may include, without limitation, the maintenance of one or more strata lots owned by the developer as sales or administration offices and/or display suites, marketing events held at the Development and tours of the Development for prospective purchasers. The Purchaser agrees not to unreasonably interfere with the Vendor and the Vendor's representatives in the course of such continued marketing.

9.0 MISCELLANEOUS

9.1 Time of Essence. Time is of the essence hereof and unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable by the Purchaser hereunder are paid when due, then the Vendor may, at the Vendor's option:

- (a) terminate this Contract and in such event the Deposit together with all accrued interest thereon will be absolutely forfeited to the Vendor on account of damages (being the minimum amount of damages the parties agree the Vendor is expected to suffer as a result of such termination), without prejudice to the Vendor's other remedies, including a right to pursue the Purchaser for any unpaid Deposit and recover any additional damages; or
- (b) elect to extend the time for completion and complete the transaction contemplated by this Contract to a certain date determined by the Vendor, in which event time shall remain of the essence and the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 18% per annum, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid.

If from time to time the Purchaser's default continues beyond the last extended date for completion established pursuant to subsection (b) the Vendor may thereafter elect to terminate this Contract pursuant to subsection (a) or permit a further extension pursuant to subsection (b).

In the event the Vendor elects to terminate this Contract the Purchaser acknowledges and agrees the Vendor's Solicitors is entitled to rely on any certificate provided to the Vendor's Solicitors under the *Real Estate Development Marketing Act* in connection with same and pay the Deposit and accrued interest thereon as directed by the Vendor notwithstanding the Vendor's knowledge of any adverse claim to the Deposit including a claim by the Purchaser.

9.2 Purchaser's Conditions. Notwithstanding anything herein contained to the contrary if the Purchaser's obligation to purchase the Strata Lot is subject to one or more conditions then the conditions shall be set out in an Addendum attached hereto, and, if such conditions exist then the Vendor, may, on written notice delivered to the Purchaser require the Purchaser to either satisfy or waive any or all conditions by delivering written notice within 48 hours from the time the Vendor gives notice to the Purchaser. If such written satisfaction or waiver is not received within such time, then this Contract shall terminate and the Deposit together with all accrued interest thereon shall be promptly refunded to the Purchaser.

9.3 Vendor's Condition Precedent. The obligation of the Vendor to complete the sale of the Strata Lot is subject to:

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

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- (a) the Vendor entering into firm and binding contracts of purchase and sale in respect of 75% of the strata lots in the Development on or before 12 months from the date the Initial Disclosure Statement was filed.

The foregoing conditions are for the sole benefit of the Vendor and may be waived by the Vendor at any time on or prior to the time set forth for satisfaction of the same. Each condition shall be deemed to have been waived within the time set forth if the Purchaser has not received, within 7 days following the date on which such condition is to be satisfied, notification from the Vendor that such condition has not been satisfied or waived. In the event the Vendor provides notice within such 7 day period that such condition is not waived or satisfied, this Contract shall be terminated, whereupon the Deposit and any interest accrued thereon shall be forthwith returned to the Purchaser without deduction, and this Contract shall thereupon be null and void, and of no further force or effect, and the Vendor shall not be liable for any costs or damages suffered by the Purchaser as a result of or in connection with this Contract or as a direct result of its termination.

- 9.4 Notices and Tender. Any notice to be given to the Purchaser will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address as set out on the first page of this Contract or the Purchaser's Solicitors at their offices and sent by regular mail, postage prepaid, or if delivered by hand or if transmitted by fax or email to the Purchaser's Solicitors at their office or to the Purchaser, or if delivered to the Purchaser by email at the email address set out on the first page of this Contract. For clarity, the Purchaser hereby consents to the delivery by the Vendor and the receipt by the Purchaser of all notices to be provided hereunder, including without limitation all Amendments to the Disclosure Statement, by delivery by email. Such notice shall be deemed to have been received if so delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing, or, in the event of delivery by email, the notice shall be deemed to be delivered as of the date and time the notice shows as being sent from the sender's email address. The address, fax number and email address (if any) for the Purchaser will be as set out on the first page of this Contract or such other address, fax number or email address the Purchaser has last notified the Vendor in writing. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's Solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitors in the same manner, and shall be deemed to have been received, as provided for in the preceding provisions of this section, *mutatis mutandis*. Any documents or money to be tendered on the Vendor shall be tendered by way of certified funds or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitors.
- 9.5 Governing Law. The Contract, the agreement resulting from the acceptance of the Contract and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Contract and the validity, existence and enforceability hereof.
- 9.6 Purchaser Comprising More Than One Party. If the Purchaser is comprised of more than one party, then the obligations of the Purchaser hereunder will be the joint and several obligations of each party comprising the Purchaser and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.
- 9.7 Residency of Vendor. The Vendor represents and warrants to the Purchaser that it is a resident of Canada within the meaning of the *Income Tax Act* of Canada.
- 9.8 Contractual Rights. The Contract and the agreement which results from its acceptance creates contractual rights only and not any interest in land.

		
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- 9.9 Further Assurances. The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Contract.
- 9.10 References. All references to any party, whether a party to this Contract or not, will be read with such changes in number and gender as the context or reference requires.
- 9.11 Personal Information. The Purchaser hereby consents to the collection, use, and disclosure by the Vendor of the personal information about the Purchaser as may be required for the following purposes:
 - (a) to obtain financing for the Vendor;
 - (b) to comply with requirements of the Vendor's lenders and bankers;
 - (c) to provide services and utilities to the Development and the Strata Lot including telephone, hydro, natural gas, and cablevision;
 - (d) for insurance coverage for the Property or the Development for carrying out its services;
 - (e) to a mortgage broker, if the Purchaser so requests, for the Purchaser's mortgage application for the Purchaser's purchase of the Strata Lot;
 - (f) to the Vendor's lawyers for all matters relating to this Contract;
 - (g) to carry out and complete the sale of the Strata Lot to the Purchaser;
 - (h) to the Vendor's accountants for preparation of financial statements and tax returns including GST returns;
 - (i) for reporting purposes to any trade or professional association governing the Vendor or any investigative body having authority over the Vendor to the extent such information is required to be reported to such association or body;
 - (j) to facilitate communications between the Purchaser and the Vendor;
 - (k) to disclose the information to affiliated companies of the Vendor so that those affiliated companies may provide the Purchaser with notice of real estate projects being developed by those affiliated companies; and
 - (l) if the Strata Lot is listed on the Multiple Listing Service®, for the compilation, retention and publication associated real estate boards/associations of statistics.

The information that may be disclosed pursuant to this consent includes all information in, and copies of, this Contract and all addendums, attachments, and amendments to this Contract.

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DEPOSIT AGREEMENT

THIS AGREEMENT dated October 01, 2021

**BETWEEN: LUMINA ECLIPSE LIMITED PARTNERSHIP by
its general partner LUMINA ECLIPSE GP LTD.
700 – 401 West Georgia Street,
Vancouver, BC V6B 5A1**

(the "Vendor")

AND: Sammy Rastkar

(The "Purchaser")

WHEREAS:

A. Pursuant to a Contract of Purchase and Sale dated October 01, 2021 (the "Contract"), the Vendor agreed to sell, and the Purchaser agreed to purchase proposed Strata Lot 303 (Unit No. 3006) (the "Strata Lot") in "Lumina Eclipse" (the "Development") to be constructed at 2381 Beta Avenue, Burnaby BC on the lands (the "Lands") presently legally described as: Parcel Identifier ("PID"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029.

B. Section 2 of the Contract states that the Deposit shall be paid to a third party, Richards Buell Sutton LLP (the "Vendors Solicitors") in trust as a stakeholder and the Deposit will be held in accordance with the *Real Estate Development Marketing Act* (British Columbia).

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor and the Purchaser, the Vendor and the Purchaser hereby acknowledge and agree that:

Notwithstanding subsections 27(1) and (2) of the *Real Estate Services Act* (British Columbia), the Deposit shall be held by the Vendor's Solicitors in accordance with the Contract and the *Real Estate Development Marketing Act* (British Columbia); and

MLA Canada Realty, MLA Fraser Valley Realty is not holding the Deposit and subsections 27(1) and (2) of the *Real Estate Services Act* (British Columbia) do not apply to MLA Canada Realty, MLA Fraser Valley Realty with respect to the Deposit.

J. P. [Signature]
(Witness)

[Signature]
(Purchaser) Sammy Rastkar

(Witness)

Purchaser)

**LUMINA ECLIPSE LIMITED PARTNERSHIP by
its general partner LUMINA ECLIPSE GP LTD.
Per:**

[Signature]
Authorized Signatory

COLOUR SCHEME ADDENDUM

Date: October 01, 2021

Re: Proposed Strata Lot No. 303 Unit No. 3006 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "**Development**") to be constructed upon lands (the "**Lands**") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("**PID**"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

Further to the Agreement of Purchase and Sale made between the undersigned Sammy Rastkar (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated October 01, 2021, and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Contract**"), the undersigned agree as follows:

The Purchaser acknowledges that the selected colour scheme will be the colour scheme for the Strata Lot:



MODERN DARK



TRADITIONAL LIGHT

Unless otherwise specifically defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to those terms in the Contract. This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed in counterparts and by facsimile or electronic transmission.

[Handwritten Signature]

(Witness)

[Handwritten Signature]

(Purchaser) Sammy Rastkar

(Witness)

(Purchaser)

LUMINA ECLIPSE LIMITED PARTNERSHIP by its general partner LUMINA ECLIPSE GP LTD.

Per:

[Handwritten Signature]

Authorized Signatory

INCLUDED PARKING STALL ADDENDUM

Date: October 01, 2021

Re: Proposed Strata Lot No. 303 Unit No. 3006 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "**Development**") to be constructed upon lands (the "**Lands**") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("**PID**"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

Further to the Agreement of Purchase and Sale made between the undersigned Sammy Rastkar (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated October 01, 2021 and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Contract**"), the undersigned agree as follows:

Both Vendor and Purchaser hereby agree that the Purchaser will be allocated the exclusive use of 1 (ONE) parking stall(s) at no additional cost to the Purchaser.

All parking stall assignments will be determined by the Vendor upon Completion in accordance with the Disclosure Statement and the Contract.

Unless otherwise specifically defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to those terms in the Contract. This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed in counterparts and by facsimile or electronic transmission.

J. Rastkar
(Witness)

S. Rastkar
(Purchaser) Sammy Rastkar

(Witness)

(Purchaser)

LUMINA ECLIPSE LIMITED PARTNERSHIP
by its general partner LUMINA ECLIPSE GP
LTD.
Per:

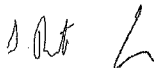
[Signature]
Authorized Signatory

BICYCLE/STORAGE LOCKER ADDENDUM

Date: October 01, 2021

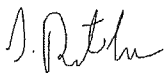
Re: Proposed Strata Lot No. 303 Unit No. 3006 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "**Development**") to be constructed upon lands (the "**Lands**") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("**PID**"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

Further to the Agreement of Purchase and Sale made between the undersigned Sammy Rastkar (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated October 01, 2021, and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Contract**"), the undersigned agree as follows:



Both Vendor and Purchaser hereby agree that the Purchaser will have the exclusive use of 1 (ONE) bicycle/storage locker(s) at a cost to the Purchaser of ~~\$5,000.00~~ plus applicable taxes, to be noted on the Statement of Adjustments on the Completion Date. All bicycle/storage locker assignments will be determined by the Vendor on the Completion Date in accordance with the Disclosure Statement and the Contract.

Unless otherwise specifically defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to those terms in the Contract. This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed in counterparts and by facsimile or electronic transmission.



(Witness)



Purchaser) Sammy Rastkar

(Witness)

(Purchaser)

LUMINA ECLIPSE LIMITED PARTNERSHIP by its general partner LUMINA ECLIPSE GP LTD.
Per:



Authorized Signatory

CREDIT ADDENDUM


Date: October 01, 2021

Re: Proposed Strata Lot No. 303 Unit No. 3006 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "**Development**") to be constructed upon lands (the "**Lands**") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("**PID**"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

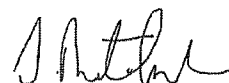
Further to the Agreement of Purchase and Sale made between the undersigned Sammy Rastkar (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated October 01, 2021, and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Contract**"), the undersigned agree as follows:

Both Vendor and Purchaser hereby agree that the Vendor will provide the Purchaser with a credit in the amount of \$ 15,000.00 (the "Credit**") to be applied against but not as a reduction of the Purchase Price set out in the Contract, which will be reflected as a separate credit line-item on the Statement of Adjustments upon completion. All sales taxes and property transfer taxes will be payable upon the full Purchaser Price set out in the Contract; however, any real estate commissions will be calculated on the amount of the Purchase Price less the Credit.**

Unless otherwise specifically defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to those terms in the Contract. This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed in counterparts and by facsimile or electronic transmission.



(Witness)

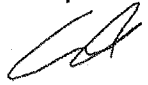


(Purchaser) Sammy Rastkar

(Witness)

(Purchaser)

**LUMINA ECLIPSE LIMITED PARTNERSHIP by
its general partner LUMINA ECLIPSE GP LTD.
Per:**



Authorized Signatory

SELLING REALTOR REGISTRATION FORM (50/50)

October 14, 2021

Thank you in advance for your assistance in helping to sell the development known as Lumina Eclipse (the "Development") to be developed on lands presently legally described as: Parcel Identifier ("PID"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029. For the introduction of a buyer (the "Purchaser") to the Development and acting as that Purchaser's agent **LUMINA ECLIPSE LIMITED PARTNERSHIP** (the "Vendor") are pleased to be offering the following commission:

SL No. 303 Unit No. 3006 (the "Strata Lot")

**4.00 % of the Purchase Price,
net of any credits to the Purchaser and upgrades and/or optional items, and exclusive of all applicable taxes.**

All commissions shall be deemed to have been earned upon successful completion of the purchase and sale of the Strata Lot (the "Transaction") pursuant to the Agreement of Purchase and Sale made between the Purchaser and the Vendor dated October 01, 2021, and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "Contract"). In the event that the Transaction does not complete for any reason, the selling realtor and brokerage shall have no entitlement to any commission or any other form of payment or compensation.

The parties agree that in the event the Vendor estimates in its sole discretion that the completion of the Transaction will occur more than 120 days from the date the Contract becomes firm and binding, fifty (50%) percent of the commission will be paid to the selling realtor's brokerage within 90 days of the Contract becoming firm and binding (the "Advance Commission"), and the balance of the commission will be paid to the selling agent's brokerage within 30 days of completion of the Transaction. In the event the Vendor estimates that the completion of the Transaction will occur 120 days or less from the date the Contract becomes firm and binding, the selling realtor and the selling realtor's brokerage shall not be entitled to payment of the Advance Commission. Notwithstanding any other provision herein, the parties agree that the selling realtor and the selling realtor's brokerage shall not be entitled to payment of the Advance Commission unless the Contract is fully up to date, completed and executed by the applicable parties, including initialed where required, all to the satisfaction of the Vendor. In the event the Transaction does not complete for any reason, then the selling realtor's brokerage named below shall repay to the Vendor, or to another party as directed by the Vendor, any and all commissions received by the selling realtor and/or the selling realtor's brokerage relating to the Transaction within fourteen (14) days after receipt of a written demand therefor from the Vendor, the Vendor's listing realtor, or the Vendor's solicitors.

Please submit invoices for the fifty (50%) percent selling commission payable to the undersigned selling realtor's brokerage to the Vendor directly at:

TO	Lumina Eclipse Limited Partnership Ltd.
ATTN	Accounting Department
ADDRESS	#700 - 4211 Kingsway, Burnaby, BC, V5H 1Z6
EMAIL	invoice@thind.ca
PHONE NO.	604-451-7780

Purchaser: Sammy Rastkar

Selling Realtor: REZA KOHAN PREC

Brokerage: Royal Pacific Lions Gate Realty Ltd.

Address: 202 - 1555 Marine Drive, WEST VANCOUVER, BC, V7H 1H9

Phone #: (604) 721-8050 Email: reza@rezakohan.com

This document may be executed in several parts of the same form and such parts when taken and read together shall be construed as if all the signing parties hereto had executed one copy of this document.

Agent Acknowledgement

Brokerage Acknowledgement

**LUMINA ECLIPSE LIMITED PARTNERSHIP by
its general partner LUMINA ECLIPSE GP LTD.**
Per:

Authorized Signatory

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Developer Acknowledgement

Date: November 4, 2021

To: LUMINA ECLIPSE GP LTD. LUMINA ECLIPSE LIMITED PARTNERSHIP [Name of Developer]

Address: 2381 Beta Avenue, Burnaby, British Columbia [Property Address]

Re: LUMINA ECLIPSE [Name of Project]

Unit Number: 3006 SL#: 303

Our REALTOR*, Reza Kohan PREC*

has brought Sammy Rastkar [Name(s) of Buyer(s)]

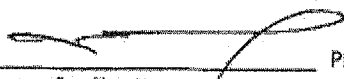
to your project and you have offered to the REALTOR* a "Commission Advance" upon the transaction becoming firm and binding. We also understand that the REALTOR* may be signing paperwork with you, on behalf of Royal Pacific Realty for the purpose of invoicing for a commission advance.

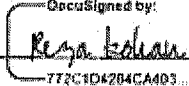
Please be advised that Royal Pacific Realty will not accept liability for the return of any portion of commission advanced prior to the completion date in the event that either the purchaser does not complete, or you the developer does not conclude and complete the project. Royal Pacific Realty will not accept liability for returning commission funds. If a buyer who was introduced by a Royal Pacific REALTOR* does not complete a transaction and you expect to be reimbursed commission, we hereby advise you that such reimbursement will have to be directly from the REALTOR* and not by Royal Pacific Realty.

Please acknowledge this letter and return this acknowledgement to us.

Sincerely,

Royal Pacific Realty

Manager's Signature X  Print Name Ed Fung

REALTOR* Signature X  Print Name Reza Kohan PREC*

Acknowledged by:

Authorized Person's Signature X  Print name _____

Phone Number _____ Email Address _____

Acknowledgement Date _____

REV 03/2015

Finding your dreams a homeSM **RoyalPacific.com**

<input type="checkbox"/> ROYAL PACIFIC Realty Corp. #100-1200 West 23 rd Ave Vancouver BC V6P 6G5 604-266-8989	<input type="checkbox"/> ROYAL PACIFIC Realty Kingsway 3187 Kingsway Vancouver BC V5R 5J9 604-439-0068	<input type="checkbox"/> ROYAL PACIFIC Riverside Realty #102-7980 River Rd Richmond BC V6X 1X5 604-270-8831	<input type="checkbox"/> ROYAL PACIFIC Tri-Cities Realty #101A-566 Lougheed Hwy Coquitlam BC V3K 3S3 604-917-0187	<input checked="" type="checkbox"/> ROYAL PACIFIC Lions Gate Realty #202-1565 Marine Dr West Vancouver BC V7V 1H9 604-416-8888
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DEPOSIT STRUCTURE CHANGE ADDENDUM

Date: October 01, 2021

Re: Proposed Strata Lot No. 303 Unit No. 3006 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Purchase Contract), in the development known as "Lumina Eclipse" (the "**Development**") to be constructed upon lands (the "**Lands**") located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier ("**PID**"): 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

Further to the Agreement of Purchase and Sale made between the undersigned Sammy Rastkar (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated October 01, 2021, and all amendments and addendums thereto with respect to the purchase and sale of the Strata Lot (collectively, the "**Contract**"), the undersigned agree as follows:

The Vendor and Purchaser hereby agree that the deposit structure, as per in Section 2 of the Contract, has been amended as follows:

a. a deposit (the " Initial Deposit ") of \$10,000 upon presentation of this Contract by the Purchaser, payable by way of certified cheque, or bank draft;	\$10,000.00
b. a further deposit (the " Second Deposit ") <u>5</u> % of the Purchase Price (less the Initial Deposit), payable 7 days after acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$25,695.00
c. a further deposit (the " Third Deposit ") of <u>5</u> % of the Purchase Price, payable <u>120</u> days following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$35,695.00
d. a further deposit (the " Fourth Deposit ") of <u>5</u> % of the Purchase Price, payable <u>365</u> days following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$35,695.00
the balance of the Purchase Price, subject to adjustments, to be paid on the Completion Date by bank draft or certified cheque.	

All other terms and conditions remain the same.

Unless otherwise specifically defined in this Addendum, all capitalized terms used in this Addendum have the meanings ascribed to those terms in the Contract. This Addendum forms a part of and is subject to the terms and conditions set out in the Contract. The Contract, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Contract remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed in counterparts and by facsimile or electronic transmission.

[Signature]
(Witness)

[Signature]
(Purchaser) Sammy Rastkar

(Witness)
LUMINA ECLIPSE LIMITED PARTNERSHIP by its general partner LUMINA ECLIPSE GP LTD.

(Purchaser)

Per:
[Signature]
Authorized Signatory

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eclipse

BRENTWOOD

DEPOSIT RECEIPT

STRATA LOT: 303 UNIT NO: 3006

BUILDING ADDRESS: _____ B.C.

PURCHASER(S) NAME: Sammy Rastkar

DEPOSIT AMOUNT:

\$ <u>35,695</u>
<u>Oct 4 / 21</u>
<u>Danielle</u>

RECEIVED DATE:

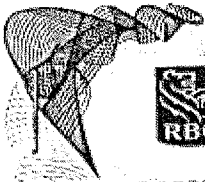
RECEIVED BY:

NEXT DEPOSIT AMOUNT:

\$ <u>35,695</u>
<u>Jan. 29 / 22</u>

DUE DATE:

PAYABLE TO: Richards Buell Sutton LLP
ATTACH CERTIFIED CHEQUE | BANK DRAFT:



unit 3006

Royal Bank of Canada
Banque Royale du Canada
1705 MARINE DR
WEST VANCOUVER, BC

67368836 2-516

DATE 20211004
Y/M/D

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE RICHARDS BUELL SUTTON LLP IN TRUST

\$35,695.00

EXACTLY \$35,695.00

CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER 15,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 15,000.00 \$ CANADIENS

RE/OBJET APT 3006

PURCHASER NAME SAMMY RASTKAR

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS _____

ADRESSE DE L'ACHETEUR

ADDITIONAL SIGNATURE / SIGNATURE SUPPLÉMENTAIRE

⑆67368836⑆ ⑆08400⑆003⑆ 099⑆013⑆5⑆