



This is the 1st affidavit
of Nazila Ghorbani in this case
and was made on April 23, 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, Nazila Ghorbani, businesswoman, c/o 3200 – 650 West George Street, in the City of Vancouver, Province of British Columbia, MAKE OATH AND SWEAR 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 43 years old. I am a registered massage therapist. I am married with one son.
3. In around March 2023, I learned about the Eclipse project. A friend told me that they were selling units and that there had recently been a \$100,000 drop in price. I went to

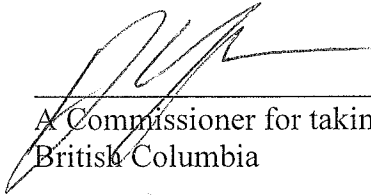
visit the building and decided to purchase. I was renting, and I intended to live in the unit with my husband and son.

4. Attached hereto to this my Affidavit and marked as **Exhibit "A"** is a true copy of an agreement for the contract of purchase and sale (the "**Purchase Agreement**") dated April 5, 2023, an Acknowledgement of Receipt of Disclosure Statement, dated April 5, 2023, an Acknowledgement of Receipt of Disclosure Statement and First Amendment to Disclosure Statement, dated April 5, 2023, and a Deposit Receipt in the amount of \$51,495.00 dated April 12, 2023.
5. Under the Purchase Agreement, I agreed to purchase unit 2204 for a purchase price of \$1,029,900. The purchase price does not include the \$100,000 price reduction. That is accounted for in the Purchase Agreement as a credit addendum.
6. I paid an initial deposit of \$51,495.00 and a second deposit of \$51,495.00.
7. If I knew that the developer owed \$12 million to Canada Revenue Agency, I would not have purchased a unit in the Eclipse. There were lots of units available from other developers. I would not purchase a unit from a developer who had such a large debt.
8. If I knew that the developer had misappropriated funds, I would not have purchased a unit in the development. The misappropriation indicates to me a lack of honesty. If the developer is cheating on its payment of funds, I would conclude that the developer would cheat me as well if they had the opportunity to do so. I would definitely purchase from another developer.
9. If I knew that the warranty insurance was suspended on October 31, 2024, the building permit was suspended on November 14, 2024, or that construction was halted at that same time, I would have avoided this project. With that information, I would have no confidence that the building would be completed.

- 10. I needed to know with certainty that the development would be completed. I intended to move into the development. I needed to plan my life as this is a very significant move, and I need to inform my landlord when I will move.

- 11. The uncertainty surrounding the project has caused significant disruption to my family's financial and personal planning. I remain in rental housing. I have organized my family's housing plans assuming that the development would be completed within a reasonable timeframe, but there have been many delays. My funds are committed to this development, and I was unable to consider other options despite the uncertainty.

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


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


 _____)

NAZILA GHORBANI

Daniel L. R. Yaverbaum)
 Barrister and Solicitor)
 Harper Grey LLP)
 _____)
 (Print name of affiant or commissioner))
 3300 Vancouver Centre)
 650 West Georgia Street)
 Vancouver, BC V6B 4P7)

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

ACKNOWLEDGEMENT OF RECEIPT OF Disclosure Statement

Re: Proposed Strata Lot 238 (Unit No. 2205) 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 in respect of a development known as "Lumina Eclipse" (the "Development"), to be constructed upon lands located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the "Lands") and that the undersigned was/were afforded a reasonable opportunity to read such Disclosure Statement prior to entering into any purchase agreement in respect of the Strata Lot as required by the Real Estate Development Marketing Act of British Columbia.

The undersigned consents to the receipt of the Disclosure Statement (including all Amendments) by facsimile or electronic transmission.

Date: 4/5/2023

DocuSigned by: Nazila Ghorbani Nazila Ghorbani (Witness) (Purchaser) (Name of Purchaser)

(Witness) (Purchaser) (Name of Purchaser)

This is Exhibit "A" referred to in the Affidavit of Nazila Ghorbani sworn before me at Vancouver

B.C. This 24th day of April 2026

[Signature] A Commissioner for Taking Affidavits within British Columbia

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

Date: April 5, 2023

RE: Proposed Strata Lot 238 being Unit No 2205 (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 April 5, 2023 made between LUMINA ECLIPSE LIMITED PARTNERSHIP as Vendor, and Nazila Ghorbani as Purchaser(s) (the "**Contract**").

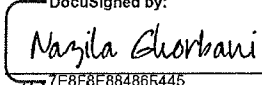
WHEREAS pursuant to the *Real Estate Development Marketing Act* of British Columbia, the Vendor is required to provide to the Purchaser a copy of the disclosure statement dated September 24, 2021 (the "**Disclosure Statement**") and all amendments to the Disclosure Statement filed from time to time.

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:

	<small>DocuSigned by:</small>  <small>7F8F8E86486F445...</small> (Purchaser)	Nazila Ghorbani (Name of Purchaser)
	(Purchaser)	(Name of Purchaser)
	(Purchaser)	(Name of Purchaser)
	(Purchaser)	(Name of Purchaser)

CONTRACT OF PURCHASE AND SALE

BETWEEN:

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

AND:

Purchaser(s):

Name(s): Nazila Ghorbani

Address(es): Bsmt/8 Springer Ave N
Burnaby BC
V5B 1H2

Tel: 778-288-8796 Tel: _____

Email: arash.nazila@gmail.com 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 238, being Unit No. 2205 (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:
 (\$ 1,029,900.00) DOLLARS. The Purchase Price excludes any Goods and Services Tax ("**GST**").

<small>DS</small> NG			<small>DS</small> [Signature]
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INITIALS

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 5% of the Purchase Price, payable 7 days after acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$ <u>51,495.00</u>
(b) a further deposit (the " Second Deposit ") of 5% of the Purchase Price, payable 9 months following the date of acceptance of this Contract by the Vendor, payable by way of certified cheque, or bank draft;	\$ <u>51,495.00</u>
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.

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INITIALS

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SL: 238 Unit: 2205

- 3. **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.
- 4. **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.

- 5. **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 4/5/2023 DAY OF _____, 2023.

(Witness)	<div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 8px;">DocuSigned by: Nazila Ghorbani</div> (Purchaser)	Nazila Ghorbani (Name of Purchaser)
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(Witness)	(Purchaser)	(Name of Purchaser)
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THE PURCHASER'S OFFER TO PURCHASE CONTAINED HEREIN IS ACCEPTED BY THE VENDOR THIS _____ DAY OF 4/6/2023, 2023.

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

<div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 8px;">DocuSigned by: [Signature]</div> Authorized Signatory

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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	
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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:

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INITIALS

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Addendum "A"

- (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 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

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INITIALS



Addendum "A"

- (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.

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

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INITIALS

Addendum "A"

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 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.

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INITIALS

Addendum "A"

- 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**").
- 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

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Addendum "A"

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 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

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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 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:

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

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 0% 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 \$2,500.00 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

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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.

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

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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:

- (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

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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.
- 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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CREDIT ADDENDUM (NO REDUCTION ON PURCHASE PRICE)

Date: April 5, 2023

Re: Proposed Strata Lot No. 238 Unit No. 2205 (the "**Strata Lot**") shown on the preliminary strata plan (the "**Preliminary Strata Plan**"), attached to the Disclosure Statement (as defined in the Contract), in the development known as "Lumina Eclipse" (the "**Development**"), to be constructed upon lands located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the "**Lands**").

Further to the Agreement of Purchase and Sale made between the undersigned Nazila Ghorbani (the "**Purchaser**") and Lumina Eclipse Limited Partnership (the "**Vendor**") dated April 5, 2023, 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 \$ 100,000.00 (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 Purchase 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)

DocuSigned by:
Nazila Ghorbani
(Purchaser)

(Witness)

(Purchaser)

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

DocuSigned by:
[Signature]
Authorized Signatory

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INCLUDED PARKING STALL ADDENDUM

Date: April 5, 2023

Re: Proposed Strata Lot No. 238 Unit No. 2205 (the "Strata Lot") shown on the preliminary strata plan (the "Preliminary Strata Plan"), attached to the Disclosure Statement (as defined in the Contract), in the development known as "Lumina Eclipse" (the "Development"), to be constructed upon lands located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the "Lands").

Further to the Agreement of Purchase and Sale made between the undersigned Nazila Ghorbani (the "Purchaser") and Lumina Eclipse Limited Partnership (the "Vendor") dated April 5, 2023, 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 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.

(Witness)

DocuSigned by:
Nazila Ghorbani

(Purchaser)

(Witness)

(Purchaser)

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

DocuSigned by:
[Signature]

Authorized Signatory

BICYCLE/STORAGE LOCKER ADDENDUM

Date: April 5, 2023

Re: Proposed Strata Lot No. 238 Unit No. 2205 (the "Strata Lot") shown on the preliminary strata plan (the "Preliminary Strata Plan"), attached to the Disclosure Statement (as defined in the Contract), in the development known as "Lumina Eclipse" (the "Development"), to be constructed upon lands located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the "Lands").

Further to the Agreement of Purchase and Sale made between the undersigned Nazila Ghorbani (the "Purchaser") and Lumina Eclipse Limited Partnership (the "Vendor") dated April 5, 2023, 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 One bicycle/storage locker(s) at a cost to the Purchaser of \$ 0.00 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)

DocuSigned by:
Nazila Ghorbani
(Purchaser)

(Witness)

(Purchaser)

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

DocuSigned by:
[Signature]
Authorized Signatory

COLOUR SCHEME ADDENDUM

Date: April 5, 2023

Re: Proposed Strata Lot No. 238 Unit No. 2205 (the "Strata Lot") shown on the preliminary strata plan (the "Preliminary Strata Plan"), attached to the Disclosure Statement (as defined in the Contract), in the development known as "Lumina Eclipse" (the "Development"), to be constructed upon lands located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the "Lands").

Further to the Agreement of Purchase and Sale made between the undersigned Nazila Ghorbani (the "Purchaser") and Lumina Eclipse Limited Partnership (the "Vendor") dated April 5, 2023, 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.

(Witness)

DocuSigned by:
Nazila Ghorbani
(Purchaser)

(Witness)

(Purchaser)

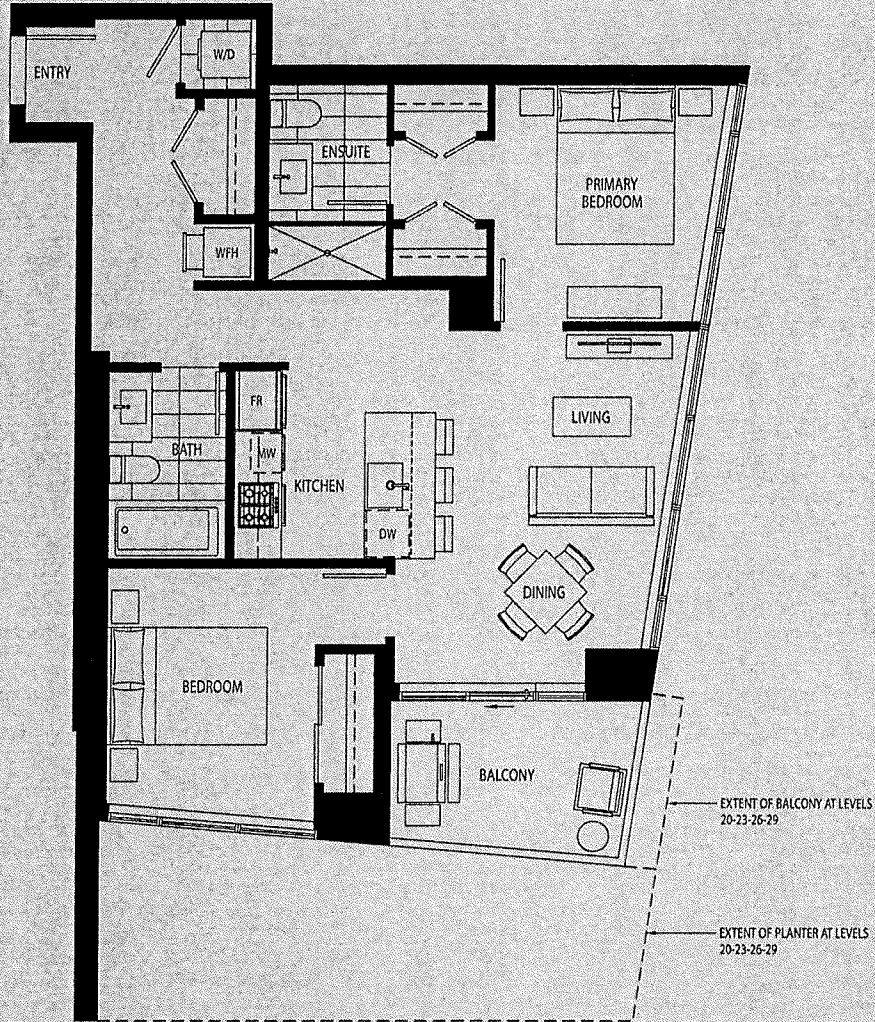
**LUMINA ECLIPSE LIMITED PARTNERSHIP by its
general partner LUMINA ECLIPSE GP LTD.**

Per:

DocuSigned by:
[Signature]

Authorized Signatory

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Unit 2205 SL 238

April 5, 2023



Beta ave.

LEVELS 18-31
Alaska St.

Plan D15

2 Bedroom

Interior: 812 s.f.
 Exterior: 70-80 s.f.
 Total: 882-893 s.f.

The developer reserves the right in its discretion to make changes to the floor plans, project design, features and dimensions. Renderings are artistic concepts only. Square footage is approximate and has been calculated from architectural plans. Actual final dimensions



rennie

eclipse

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AGENCY DISCLOSURE ACKNOWLEDGEMENT AND AGREEMENT

Date: April 5, 2023

Re: Proposed Strata Lot No. 238 Unit No. 2205 (the "Strata Lot") shown on the preliminary strata plan (the "Preliminary Strata Plan"), attached to the Disclosure Statement (as defined in the Contract), in the development known as "Lumina Eclipse" (the "Development"), to be constructed upon lands located at 2381 Beta Avenue, Burnaby BC and presently legally described as: Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029 (the "Lands").

Further to the Agreement of Purchase and Sale made between the undersigned Nazila Ghorbani (the "Purchaser") and Lumina Eclipse Limited Partnership (the "Vendor") dated April 5, 2023, 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:

Purchaser(s) acknowledge that this has been prepared by Asad Lalji, a licensed on-site sales representative of Rennie & Associates Realty Ltd. (the "Sub-Agent"), a sub-agent of Rennie Marketing Systems, the agent of the Vendor.

The Purchaser(s) acknowledge receiving, read and understood prior to entering into the brochure(s) published by the BC Financial Services Authority entitled "Disclosure of Representation in Trading Services" and if the Purchaser has indicated the Purchaser is an Unrepresented Party in section 3 below, "Disclosure of Risk to Unrepresented Parties" (collectively, the "Realtor Brochures"), that it has been explained by the on-site sales representative in its entirety with respect to Agency and the risks associated with being an Unrepresented Party, acknowledge and consent to the following with respect to the purchase and sale of the Strata Lot:

Designated Agency & Unrepresented Party Disclosure:

1. The Vendor has an agency relationship with Rennie Marketing Systems and its Sub-Agent Pursuant to a Sub-Agency Agreement with Rennie & Associates Realty Ltd.; and

2. The Purchaser has an agency relationship with 88West Realty Ltd. and Mehrdad Ebrahimnezhad
Brokerage Designated Agent

OR

The Purchaser(s) is an **Unrepresented Party** (as defined in the Realtor Brochures) and the on-site sales representative representing the Vendor can offer the following services **without having any kind of agency relationship with the Purchaser:**

- o Share real estate statistics and general market information;
- o Provide standard real estate contract for this development and other relevant documents;
- o Help the Purchaser fill out a standard real estate contract for this development (but the on-site sales representative cannot advise the Purchaser about what to include in an offer);
- o Communicate the Purchaser's messages to the Vendor, and from the Vendor to the Purchaser;
- o Present the Purchaser's offers or counter offers to the Vendor, and from the Vendor to the Purchaser.

The Purchaser(s) acknowledge that they have been advised and informed that they have the right to seek independent legal representation before proceeding further with this transaction.

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)

DocuSigned by:
Nazila Ghorbani
(Purchaser)

(Witness)

(Purchaser)

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

DocuSigned by:
[Signature]
Authorized Signatory

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SELLING REALTOR REGISTRATION FORM (50/50)

Thank you in advance for your assistance in helping to sell **SL No. 238** **Unit No. 2205** (the "Strata Lot") in the development known as Lumina Eclipse (the "Development") to be developed on lands presently legally described as: Parcel Identifier: 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") is pleased to be offering the following commission:

3% of the Purchase Price Plus a non-refundable \$10,000 Bonus Payable within 14 Days of the contract becoming Firm and Binding.

All commission is calculated 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 April 5, 2023, 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 initiated 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
ATTN	Accounting Department
ADDRESS	#700 – 4211 Kingsway, Burnaby, BC, V5H 1Z6
EMAIL	invoice@thind.ca
PHONE NO.	604-451-7780

Purchaser: Nazila Ghorbani
 Selling Realtor: Mehrdad Ebrahimnezhad
 Brokerage: 88West Realty Ltd.
 Address: 1370 Marine Drive, North Vancouver British Columbia V7P 1T4
 Phone #: (604) 339-3406 Email: info@medrealestate.ca
 Purchase Price: 1,029,900.00 Adjustments: 100,000.00 Net: \$ 929,900.00

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.

DocuSigned by:
Mehrdad Ebrahimnezhad
Agent Acknowledgement

Brokerage Acknowledgement

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

DocuSigned by:
[Signature]
Authorized Signatory

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CERTIFICATE

Prohibition on the Purchase of Residential Property by Non-Canadians

Date: April 5, 2023

RE: Proposed Strata Lot 238 (Unit No. 2205) (the "Strata Lot") in the development known as "Lumina Eclipse" (the "Development") to be constructed at 2381 Beta Avenue, Burnaby, BC on lands currently legally described as Parcel Identifier: 030-169-747 LOT 2 DISTRICT LOT 124 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP67029

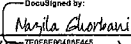
AND RE: the contract of purchase and sale dated April 5, 2023 made between LUMINA ECLIPSE LIMITED PARTNERSHIP as Vendor, and Nazila Ghorbani as Purchaser(s) (the "Contract").

WHEREAS on or around January 1, 2023, the federal *Prohibition on the Purchase of Residential Property by Non-Canadians Act* and associated Regulations (the "Act") will come into force and effect. As the name suggests, the Act bans *Non-Canadians*, as defined by the Act, from directly or indirectly purchasing certain *Residential Property* in Canada for a period of two years. The Act is included by way of link at Schedule A attached hereto.

1. The undersigned Purchaser(s) hereby represent and warrant to the Vendor each of the following:
 - (a) I/We make this certificate in my/our capacity as the Purchaser(s);
 - (b) I/We have knowledge of the matters set out herein and have informed myself of the provisions of the Act and have had the ability to obtain independent advice in respect of this certificate;
 - (c) I/We wish to purchase *Residential Property*, as defined by the Act, for my/our own account and not on behalf of a third party;
 - (d) I/We acknowledge that the Vendor is relying upon this certificate in entering into Contract with the Purchaser(s);
 - (e) I/We am/are:
 - (i) **not** a *Non-Canadian*, as defined by the Act; **OR**
 - (ii) a *Non-Canadian*, as defined by the Act, however, I am exempted from the prohibition due to the following exception (evidence of which has been provided):

2. I/We Consent to the collection, use, and disclosure of the information herein solely for the purpose of informing the Vendor that I/We are legally permitted to purchase *Residential Property*, as defined by the Act, and for no other or improper purpose.
3. I/We hereby 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 this certificate being untrue or incorrect.

Signed:

(Witness)	<div style="text-align: center;"> <small>DocuSigned by:</small>  Nazila Ghorbani (Purchaser) </div>	Nazila Ghorbani (Name of Purchaser)
(Witness)	(Purchaser)	(Name of Purchaser)

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Schedule A

<https://laws-lois.justice.gc.ca/eng/acts/P-25.2/page-1.html>

<https://canadagazette.gc.ca/rp-pr/p2/2022/2022-12-21/html/sor-dors250-eng.html>

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eclipse

BRENTWOOD
Deposit Receipt

RE: Proposed Strata Lot 238 (Unit No. 2205) (the "Strata Lot")

Date: April 12th, 2023

Purchaser(s): Nazila Ghorbani


Name of Account Holder: Same as Purchaser(s) Different from purchaser, insert name below


Name of Account Holder: Nazila Ghorbani

(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 \$ 51,495.00


Attached: PAYABLE TO "Richards Buell Sutton LLP In Trust"

BMO  Bank of Montreal • Banque de Montréal CANADIAN \$ DRAFT / TRAITE EN DOLLARS CANADIENS

BURNABY MAIN OFFICE 392793
100 - 4789 KINGSWAY DATE APR 11 2023
BURNABY, B.C., CANADA V5H 0A3


Pay to the order of RICHARDS BUELL SUTTON LLP IN TRUST \$ 51,495.00
Payez à l'ordre de
*****CAD51,495.00 for Bank of Montreal / pour la Banque de Montréal

NAZILA GHORBANI
Purchaser's name / Nom de l'acheteur
8 SPRINGER AVE N
BURNABY, BC V5B1H2
Purchaser's address / Adresse de l'acheteur



Signing Officer / Signataire
Alice Piam

Signing Officer / Signataire

⑆06952⑉00⑆ 3933023927935⑈ 90

Received By: JASON