



Affidavit #1 of Garth Cambrey  
Sworn June 14 2021

S215858 No.

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

*Re: THE OWNERS, STRATA PLAN VR456*  
*IN THE MATTER OF DIVISION 2 OF PART 16 OF THE STRATA PROPERTY ACT, SBC*  
*1998, c. 43*

**AFFIDAVIT**

I, Garth Cambrey, administrator of 2300 – 2850 Shaughnessy Street, Port Coquitlam, in the Province of British Columbia, SWEAR THAT:

1. I am an administrator for The Owners, Strata Plan VR456, and as such I have personal knowledge of the facts and matters hereinafter referred to save and except where the same are stated to be based upon information and belief and, where so stated, I verily believe the same to be true.
2. Attached and marked as **Exhibit "A"** to this my affidavit is a true copy of the First Administrator's Report dated October 16, 2020 prepared by me and presented to the owners ("Report #1").
3. Attached and marked as **Exhibit "B"** to this my affidavit is a true copy of the Second Administrator's Report dated April 14, 2021 prepared by me and presented to the owners ("Report #2").
4. I swear this Affidavit on behalf of and with my authority acting as Administrator for the Strata Council and the Strata Corporation.
5. I have read the Facts noted in Part 2 of the Petition of the Strata Corporation and confirm the facts noted therein are true and accurate to the best of my information and belief.

## Background

6. The Owners, Strata Plan VR456, which is commonly known as "Spruce West", is a strata corporation located in Vancouver, B.C. and consists of six residential strata lots in one six-storey building, and associated common property. The strata lots comprising the Spruce West complex have the following civic address: Units 1 through 6 at 1089 West 13th Avenue, Vancouver, B.C.
7. According to the strata plan filed in the Land Title Office in or about August 2, 1977, the Spruce West complex was developed in a single phase. Attached and marked as **Exhibit "C"** to this my affidavit is a true copy of the registered strata plan.
8. My appointment as Administrator to the Strata Corporation is to exercise all of the powers and perform all of the duties of the Strata Corporation subject to the requirements of the SPA and the Strata Corporation's bylaws for a one-year term commencing April 17, 2020. The terms of my appointment are set out in a consent order of the Supreme Court of B.C. dated April 17, 2020 ("Appointment Order"). Attached and marked as **Exhibit "D"** to this my affidavit is a true copy of the Appointment Order.
9. My Appointment as Administrator was extended until November 30, 2021 by a consent order filed on April 15, 2020 (the "Renewal Order"). Attached and marked as **Exhibit "E"** to this my affidavit is a true copy of the Renewal Order.
10. Although the Appointment Order granted me all the powers and duties of the Strata Corporation subject to the SPA, it specifically ordered me to do two things:
  - a. take steps on behalf of the Strata Corporation to voluntarily wind up and sell the Strata Corporation lands under Part 16, Division 2 of the SPA; and
  - b. take steps to carry out the City Work Order (defined hereinafter), unless the City agreed to extend its required repairs.
11. The Petitioners in B.C. Supreme Court Action Number NLW-S-S-222743 (the "MacLennan Petition"), Tracey MacLennan and Suzanne Foster, are siblings and executors of their deceased father's estate, which includes strata lot 5 ("SL5"), unit 501, in the building.
12. Ms. MacLennan and Ms. Foster are registered owners of SL5 and, according to court documents filed in the MacLennan Petition, were jointly granted a vote on the strata council in about June 2018. I note the Strata Corporation bylaws state all owners serve on the strata council. Attached and marked as **Exhibit "F"** to this my affidavit is a true copy of the MacLennan Petition.
13. During the time that I have been involved with the Strata Corporation, Lesperance Mondes Lawyers has provided legal advice to me regarding the proposed winding up of the Strata Corporation and sale of the Spruce West complex to a single purchaser. The Strata Corporation did not retain separate counsel for this purpose.

### Need for Significant Repairs

14. Based on the documents in the MacLennan Petition, the City of Vancouver issued a work order in April 2018, in which the Strata Corporation was required to take immediate steps to repair the exit stairway structural concerns and fire stopping (the "City Work Order").
15. It is my understanding that at the time of my appointment in April 2020, the Strata Corporation had not taken steps to address the overdue City Work Order, nor any significant building envelope repairs as recommended by both Spratt Emanuel Engineering Ltd. ("Spratt") and Read Jones Christofferson ("RJC").
16. On April 26, 2020, I emailed the City of Vancouver (the "City") Building Inspector to advise of my appointment and to request details of the City's requirements. I determined the City Work Order is comprised of 2 parts:
  - a. structural repairs to the two stairways, and
  - b. fire stopping between the two sets of stairs.
17. I proposed, and the City accepted, that if the structural component of the stairs was not a life safety issue as determined by a professional engineer, that portion of the order would be extended for a number of months and only the fire stopping portion of the order would need to be completed immediately. My rationale was that if the stairs did not pose a life safety issue, repairs could be deferred, and possibly avoided if the strata corporation was wound up. The City provided a temporary 30-day extension but was clear that fire stopping must be done. Attached and marked as **Exhibit "G"** to this my affidavit is a true copy of the email exchange between myself and the City's Building Inspector.
18. I retained RJC to provide an opinion on the stairs' safety and received RJC's written opinion that the stairs were a life safety issue on April 20, 2020. The cost of this opinion was \$2,052.75. Payment of this opinion by special levy was not approved at the July 13, 2020 AGM, so I caused the payment to be made from the Strata Corporation's operating fund in August 2020. Attached and marked as **Exhibit "H"** to this my affidavit is a true copy of the RJC letter indicating the stairs are a life safety issue.
19. I estimated the total cost to complete the repairs required under the City Work Order to be about \$50,000, including the cost of RJC to oversee the work. I proposed this amount be raised by special levy at the July 13, 2020 AGM. The owners approved the work. The approval permitted payment of the special levy over four consecutive months between August 1 and November 1, 2020. All owners have paid their installments in full. Attached and marked as **Exhibit "I"** to this my affidavit is a true copy of the July 13, 2020 AGM Meeting Minutes prepared by me.
20. I continue to provide regular updates to the owners by email and through general meetings. These include the following;

- a. Emails throughout October 2020 regarding property purchase and sale updates (a true copy of the email exchange dated October 29, 2020 between myself and the owners attached and marked as **Exhibit "J"**);
  - b. Email dated November 3, 2020 regarding an update on the City Work Order (a true copy of the email exchange between myself and the owners attached and marked as **Exhibit "K"**);
  - c. Email dated November 6, 2020 regarding property purchase and sale updates (a true copy of the email exchange between myself and the owners attached and marked as **Exhibit "L"**);
  - d. Special General Meeting held on December 8, 2020 (the "December 2020 SGM") held over Zoom (a true copy of the December 2020 SGM meeting minutes prepared by me, is attached and marked as **Exhibit "M"**);
  - e. Email dated December 18, 2020 regarding an update on the exit stairs repair quotation (a true copy of the email exchange with attachments, between myself and the owners attached and marked as **Exhibit "N"**);
  - f. Email dated January 19, 2021 regarding an update on the City Work Order and Strata Corporation windup process (a true copy of the email I sent to Paul Mendes regarding the updates to the owners attached and marked as **Exhibit "O"**);
  - g. Special General Meeting held on February 11, 2021 (the "February 2021 SGM") held over Zoom (a true copy of the February 2021 SGM meeting minutes prepared by me, is attached and marked as **Exhibit "P"**);
  - h. Email dated March 13, 2021 regarding a general update to the Strata Corporation (a true copy of the email exchange between myself and the owners attached and marked as **Exhibit "Q"**);
  - i. Email dated May 15, 2021 regarding the May 25, 2021 start date of the work required for the City Work Order (a true copy of the email exchange with attachments between myself and the owners attached and marked as **Exhibit "R"**);
  - j. Annual General Meeting held April 29, 2021 (the April 2021 AGM) held over Zoom (a true copy of the April 29 AGM meeting minutes prepared by me, is attached and marked as **Exhibit "S"**); and
  - k. Email dated June 5, 2021 regarding an update on the insurance renewal, City Work order repairs, and Strata Corporation wind up (a true copy of the email exchange with attachments between myself and the owners attached and marked as **Exhibit "T"**).
21. By October 27, 2020, I had received pricing on both permanent and temporary repairs to the exit stairs under the City Work Order and discussed a proposed course of action with RJC. I determined that permanent repairs were preferred due to the proposed lower cost, and that the

ultimate requirement of the City was to permanently remove the life safety issue associated with the existing stairs.

22. Given the proposals received exceeded the amount of funds raised at the July 13, 2020 SGM, I wrote to the owners on November 3, 2020 to advise of my decision to call an SGM for the second week of December to consider a  $\frac{1}{4}$  vote for a special levy to raise an additional \$25,311.00.
23. At the December 8, 2020 SGM, the proposed  $\frac{1}{4}$  vote resolution for the exit stairs repairs was defeated as it only received approval from 50% of the owners' votes. I communicated the results of owners' vote to RJC and asked they seek an extension to February 15, 2021 for acceptance of the contractor proposals. The three contractors that provided proposals agreed to the requested extension.
24. On December 9, 2020, I advised the City that the additional funds to complete the exit stairs repair were not approved and requested the City's input so I could determine the best way to approach the outstanding work order. The City's representative requested a site meeting to view the current condition of the exit stairs, which I arranged for December 24, 2020. Attached and marked as **Exhibit "U"** to this my affidavit is a true copy of the December 9, 2020 email exchange between myself and the City.
25. At the December 24, 2020 site meeting, I was advised by the City representative, of the likely options available to the City to force the repairs. I requested the City communicate its intentions to me in writing. On January 26, 2021, I received an order from the City requiring a building permit for the exit stairs be made by February 25, 2021 (the "January City Order"). Attached and marked as **Exhibit "V"** to this my affidavit is a true copy of the January City Order.
26. Given the tight timelines to accept a contractor proposal and apply for a building permit under the City's order, I determined the best approach was to ask owners to waive the 2-week notice requirement for an SGM as permitted under the *Strata Property Act* to reconsider the  $\frac{1}{4}$  vote proposed at the December 8, 2020 SGM for a special levy. I called an SGM for this purpose for February 11, 2021 and advised the owners if I did not receive written waivers of notice from all owners by February 10, 2021, I would consider making application to the BC Supreme Court to impose a special levy. All owners waived the meeting notice, and the February 11, 2021 SGM was held (the "February 2021 SGM"). The proposed \$25,311 special levy was approved with payment due April 1, 2021. All owners have paid their portion of the special levy.
27. In accordance with the approved resolution, I retained Hodson King and Marble Ltd. ("HKM"), the contractor that provided the lowest bid, subject to agreement on contractual terms. RJC applied for the building permit on February 25, 2021 consistent with the City's recent order. I reviewed the proposed contract documents prepared by RJC, with input from my legal counsel, and RJC sent HKM the contract documents on March 11, 2021. The approved contract documents were executed by HKM on about March 22, 2021. The building permit was issued May 5, 2021, and I attended a construction start-up meeting with HKM and RJC on May 19, 2021 on site. Repairs started on May 25, 2021 and the firestopping is

complete. I am advised by IIKM they are waiting for steel bracket fabrication so the project can be completed. It is expected that this work will complete by early July 2021. Attached and marked as **Exhibit "W"** to this my affidavit is a true copy of the meeting minutes with IIKM dated May 13, 2021.

28. The recommended repairs that the Strata Corporation's contract, Fairlane Fire Prevention Ltd. ("Fairlane") advised are required under the Fire Code have not been completed since the proposed special levy was defeated at the special general meeting ("SGM") held July 13, 2020. However, some of the required work, such as testing the fire device in the elevator shaft, was addressed at the most recent annual scheduled service of Fairlane on March 10, 2021. I have approved the proposal, but have not yet received the report. Attached and marked as **Exhibit "X"** to this my affidavit is a true copy of the email instructions to Agnes Mui, an owner, to move forward with the Fairlane proposal.

### **Marketing of the Spruce West Complex**

29. In June of 2020, I received four realtor proposals the marketing and sale of the Spruce West complex. I gave interested realtors a deadline of June 15, 2020 at 12:00 p.m. to submit their respective proposals. Attached and marked as **Exhibits "Y", "Z", "AA", and "BB"** to this my affidavit is a true copy of the following documents:
- a. **"Y"** Goodman's Realtor Proposal received June 9 at 10:30 a.m.;
  - b. **"Z"** MacDonald Commercial's Realtor Proposal received June 15 at 11:55 a.m.;
  - c. **"AA"** Iconic Properties Group's Realtor Proposal received June 15 at 12:04 p.m.; and
  - d. **"BB"** Colliers International Realtor Proposal received June 15 at 2:10 p.m.
30. Ultimately, I selected the proposal from Goodman Commercial Inc. ("Goodman") to act as realtor for the Spruce West due to meeting the deadline for proposals, its favourable listing term and its commission pricing.
31. On July 13, 2020 Cynthia Jagger and Mark Goodman of Goodman attended the July 2020 AGM to discuss their proposed marketing scheme and to answer questions the owners may have about the marketing and sale of the Spruce West.
32. In or about July 2020, Goodman proceeded with the marketing of the Spruce West complex leading up to the proposed sale of the complex that is the subject of this proceeding commenced in or about July 2020, with the Strata Corporation's retainer of Goodman as the Strata Corporation's real estate broker. The Strata Corporation entered into a listing agreement with Goodman dated July 9, 2020. Thereafter, Goodman commenced marketing of the Spruce West complex to prospective purchasers. Attached and marked as **Exhibit "CC"** to this my affidavit is a true copy of the listing agreement.
33. Goodman prepared a document summarizing its opinion on the value of the property and proposing a listing price of \$4,750,000. I distributed the document to the owners and advised

of my intention to proceed on that basis. Following receipt of comments and input from one owner, I instructed Goodman to proceed with its marketing program at the list price of \$4,750,000. Attached and marked as **Exhibit "DD"** to this my affidavit is a true copy of Goodman's opinion on the value of the property.

34. The marketing process conducted by Goodman commencing in July 2020 resulted in a number of offers to purchase the Spruce West complex being received by the Strata Corporation. The first offer was from Butterscotch Holdings Inc. ("Butterscotch") for \$3,900,000 (the "Initial Butterscotch Offer"). Attached and marked as **Exhibit "EE"** to this my affidavit is a true copy an email exchange with Mark Goodman regarding receipt of the Initial Butterscotch Offer.
35. The second offer was from OpenForm Properties Ltd. ("OpenForm") for \$4,300,000. I signed a letter of intent (the "OpenForm LOI") with OpenForm on August 6, 2020. Attached and marked as **Exhibit "FF"** to this my affidavit is a true copy of the OpenForm LOI.
36. While OpenForm began to complete its due diligence, including inspecting the property, I held an SGM on September 2, 2020 (the "September 2 SGM"), and proposed a majority vote resolution for the owners to give me instructions to proceed with the court-ordered windup and sale of the Strata Corporation based on the terms contained in the OpenForm LOI. Attached and marked as **Exhibit "GG"** to this my affidavit is a true copy of the meeting minutes from the September 2 SGM prepared by me.
37. At the September 2 SGM, the owners approved the resolution with 5 votes in favour and 1 vote abstaining, or 83.33%. The owners also amended the resolution to allow for alternate instructions if 100% of the owners agreed to sell their strata lots.
38. OpenForm withdrew its offer on September 20, 2020. I understand from Goodman that OpenForm withdrew its offer largely based on its estimated costs to repair the building and that it might be interested if the sales price was reduced to around \$2,500,000.
39. I immediately asked Goodman to contact Butterscotch and it provided an LOI ("Initial Butterscotch LOI") for \$3,900,000 on September 21, 2020. I accepted the LOI on September 22, 2020, and by email dated September 23, 2020 asked the owners if they were willing to accept the terms of the Butterscotch LOI. Attached and marked as **Exhibit "HH"** to this my affidavit is a true copy of the Initial Butterscotch LOI.
40. By October 1, 2020, I had received input from all owners and 5 of the 6 owners advised they agreed with the terms of the Initial Butterscotch LOI. On October 9, 2020, after physically reviewing the building, Butterscotch advised Goodman it did not want to proceed with the LOI because it could not "make the numbers work".
41. Goodman followed up with Butterscotch to determine if there was a price at which Butterscotch was interested in continuing and was informed that an acceptable price for Butterscotch was \$3,300,000 (the "Revised Butterscotch Offer"). Butterscotch also informed us that the purchase price is conditional only on the wind-up process completing, or alternatively, if a 100% sale of strata lots can be achieved. Attached and marked as **Exhibit**

"II" to this my affidavit is a true copy of the email chain between myself and Mark Goodman confirming the Revised Butterscotch Offer dated October 9, 2020.


42. I put the revised purchase price and conditions to the owners by email on October 11, 2020 as a part of the property purchase and sale updates. I then requested their input by return email not later than October 19, 2020. I received a response from all 6 owners by that date with 5 of the 6 owners (83.33%) agreeing to proceeding with the wind up and sale at the purchase price proposed by Butterscotch.
43. As a result of the owners' input, I executed an amendment to the existing Letter of Intent (the "Amended LOI") between Butterscotch and the Strata Corporation. On October 29, 2020, I agreed to extend the deadline in the Amended LOI for the execution of a Purchase and Sale Agreement ("PSA") between the Amended LOI parties to November 6, 2020.
44. Following the bidding process and acceptance of the Revised Butterscotch Offer, the Strata Corporation signed a purchase and sale agreement with Butterscotch, dated November 6, 2020, (the "PSA") for the sale of the lands and premises comprising the Spruce West complex, which purchase and sale is subject to the requirements of Division 2 of Part 16 of the SPA. Attached and marked as **Exhibit "JJ"** to this my affidavit is a true copy of the PSA dated November 6, 2020.


#### Voting on the Proposed Windup Resolutions

45. Following preparation of the necessary voting resolutions by my legal counsel, and my selection of an appropriate liquidator, I called an SGM for March 24, 2021 (the "March 2021 SGM"). Attached and marked as **Exhibit "KK"** to this my affidavit is a true copy of the Notice of the March 24 SGM.
46. Approximately 2 weeks before the March 24 SGM, an information meeting was held with the owners (the "Info Meeting") to walk through the notice for the March 24 SGM, to review the terms of the PSA with the owners, and to answer owner questions.
47. At the March 2021 SGM, all of the strata lots were represented in person or by proxy and the owners passed the 80% vote to wind up and sell the strata corporation under Part 16, Division 2 of the SPA by 83.33% (5 of 6 votes). I instructed my legal counsel to prepare the necessary court application to confirm the windup and sale of the Strata Corporation as required under the PSA and SPA. Attached and marked as **Exhibit "LL"** to this my affidavit is a true copy of the March 2021 SGM meeting minutes prepared by me.



SWORN BEFORE ME at Vancouver,  
British Columbia, this 14 day of June,  
2021

  
A Commissioner for taking Affidavits  
for British Columbia

  
GARTH CAMBREY

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

This is **Exhibit "A"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (804) 685-3567

***THE OWNERS STRATA PLAN VR 456  
SPRUCE WEST***

First Report of Administrator

Pursuant to the Consent Order of  
April 17, 2020, B.C. Supreme Court  
New Westminster Registry No. NEW S-S-222743

Date of Report: October 16, 2020

*Prepared by: J. Garth Cambrey  
C/o #2300 – Shaughnessy Street,  
Port Coquitlam, British Columbia, V3C 6K5*

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### BACKGROUND INFORMATION

1. The Owners, Strata Plan VR 456 (the "Strata Corporation" or "Spruce West") is a strata corporation duly subsisting under the *Strata Property Act* SBC 1998, Chapter 43 as amended, (the "SPA") located at 1089 West 13th Avenue, Vancouver, B.C. The Strata Corporation is about 43 years old.
2. The Strata Corporation was formed when the strata plan was filed at the Vancouver Land Title Office on August 2, 1977. The Strata Corporation is physically comprised of six residential strata lots in one six-storey building. There is one strata lot per floor accessed by a single elevator and a split, or scissor, stairway. The building is built with reinforced concrete and the exterior walls are a reinforced cast-in-place concrete system.
3. The Petitioners in B.C. Supreme Court Action Number NEW-S-S-222743 (the "Action"), Tracey MacLennan and Suzanne Foster, are siblings and executors of their deceased father's estate, which includes strata lot 5 ("SL5"), unit 501, in the building. Ms. MacLennan and Ms. Foster are registered owners of SL5 and, according to court documents filed in the Action, were jointly granted a vote on the strata council in about June 2018. I note the Strata Corporation bylaws state all owners serve on the strata council.
4. According to court documents, there has been evidence of water leaking into most strata lots, including SL5, since 2003, or about 17 years, and the main building lobby since about 1998. The Strata Corporation retained Spratt Emanuel Engineering Ltd. ("Spratt") in late 2017 to conduct a visual inspection of the Strata Corporation's building, with a primary focus on the building envelope. Spratt issued a report dated January 2, 2018 that was updated March 6, 2018 to include the main roof ("Spratt Report"). The Spratt report concluded the building had been poorly maintained and that many building envelope and structural components required immediate repair "to maintain life safety and occupant livability".
5. The Spratt Report recommended replacement of all exterior windows and doors to current Building Code requirements, rain screen stucco cladding, failed steel-stud frame stucco walls, concrete repairs, and the main and parkade roofs. It also stated that the steel brackets connecting the exit stairs to the exterior wall had failed and that new brackets were required immediately, followed by proper fire stopping between the stairs and concrete sidewalls. Spratt estimated its recommended repairs would cost \$1,100,000.
6. On or about April 2018, the City of Vancouver ("City") issued a work order for the Strata Corporation to take immediate steps to repair the exit stairway structural concerns and fire stopping ("City Work Order"). On July 11, 2019, the City extended the deadline of the City Work Order until August 19, 2019. The Strata Corporation did not address the City Work Order, except for the installation of fire stop grouting, which I understand has since failed.

7. In about December 2018, the main bedroom ceiling of SL5 collapsed. SL5 is not occupied and, based on photographs in court documents, there are signs of mold in the strata lot.
8. The Strata Corporation retained a second engineering firm, Reid Jones Christoffersen Ltd. ("RJC") in late 2018 to conduct another visual review of the building envelope and parkade structure of Spruce West. A copy of the Spratt Report was provided to RJC.
9. RJC issued its report on December 19, 2018 ("RJC Report"). The conclusions contained in the RJC Report mirrored those of the Spratt Report, except that RJC recommended a repair strategy over 5 years and further investigation into the exit stairway concerns were recommended. RJC estimated the cost of the repairs to be about \$1,680,000.
10. My appointment as Administrator to the Strata Corporation is to exercise all of the powers and perform all of the duties of the Strata Corporation subject to the requirements of the SPA and the Strata Corporation's bylaws for a one-year term commencing April 17, 2020. The terms of my appointment are set out in the April 17, 2020 Supreme Court of B.C. Consent Order ("Consent Order") which, in part, requires me to provide a report at 6-month intervals. This is my first report under the terms of the Consent Order.
11. At the time of my appointment in April 2020, the Strata Corporation had not taken steps to address the overdue City Work Order, nor any significant building envelope repairs as recommended by both Spratt and RJC.
12. Although the Consent Order granted me all the powers and duties of the Strata Corporation subject to the SPA, it specifically ordered me to do two things:
  - take steps to voluntarily wind up and sell the Strata Corporation under Part 16, Division 2 of the SPA and
  - take steps to carry out the City Work Order, unless the City agreed to extend its required repairs.

#### **STEPS TAKEN**

13. With assistance from the past council treasurer, Agnes Mui, I obtained some of the Strata Corporation's documents relevant to my appointment. I obtained other documents from the Petitioners' lawyer. Because of COVID-19 concerns, I quickly took steps to obtain all owners' authority to use email addresses as a formal means of communication under the SPA. All owners ultimately agreed to use email as a formal communication method, and I have largely continued to communicate on that basis.

14. I have provided regular updates to the owners. These include specific updates to the owners on the following dates:

- a. May 4, 2020 – via email
- b. May 24, 2020 – via email
- c. June 3, 2020 – information meeting via Zoom
- d. June 18, 2020 – via email
- e. July 13, 2020 – annual general meeting (“AGM”) via Zoom
- f. July 22, 2020 – via email regarding the property purchase and sale
- g. Sept 2, 2020 – special general meeting (“SGM”) held in person
- h. September 20 and 23, 2020 – via email regarding the property purchase and sale

15. The purpose of the June 2, 2020 information meeting was to introduce myself to the owners and to discuss the terms of the Consent Order, and matters requiring attention that I discuss below. All owners were present virtually. My lawyer, Paul Mendes, was also present to review the wind up and sale process under the SPA and to answer questions the owners might have. I also discussed with the owners the next steps of holding the AGM and potential agenda items.

16. At or near the time of my appointment, several matters required my attention in addition to the wind up and sale of the Strata Corporation and the City Work Order. I will summarize the following additional matters before summarizing the City Work Order and Strata Corporation wind up:

- a. Insurance renewal
- b. Financial matters
- c. Annual General Meeting (“AGM”)
- d. Sixth-Floor Balcony Exit

**Insurance renewal**

17. Shortly after my appointment, on April 23, 2020, I was contacted by the Petitioner’s lawyer who advised me that the Strata Corporation’s insurance was about to expire on May 1, 2020. I made enquiries of BFL Canada Ltd, but was able to renew the insurance through CapiCMW, the same broker previously used by the Strata Corporation. Although the renewed coverage was similar, the premium on renewal was at a substantially higher amount (\$15,972) over the amount paid in 2019 (\$7,449) with increased deductibles. Given the time constraints, and that no other renewal option was available, I renewed the insurance for a 1-year term and advised the owners of the coverage details.

### Financial matters

18. In order to remain efficient and keep my costs to a minimum, I elected not to take over signing authority of the Strata Corporation's bank accounts. Rather, I elected to retain the 3 signing authorities established by the Strata Corporation and work with the previous council treasurer to authorize payment of the bills. I note the banking procedures in place require 2 or the 3 signatories to authorize transfers and sign cheques.

i. Reid Jones Christoffersen ("RJC")

In my discussions with RJC about obtaining an opinion on the condition of the exit stairways (discussed below), I learned that RJC had \$191 in outstanding bills due from the Strata Corporation. This was because of additional time spent by RJC addressing the RJC Report and the condition of the exit stairways with the Strata Corporation. RJC agreed to waive this amount after I requested a formal opinion on the current condition of the exit stairways.

ii. Garbage Collection

The Strata Corporation has a contract with Emterra Environmental for garbage and recycling collection. Shortly after my appointment, Ms. Mui advised me of a dispute with Emterra over the amount of its charges. The dispute had been ongoing and the Strata Corporation had withheld payment. In May 2020, Emterra advised it had stopped service until the contractual dispute had been resolved.

After reviewing the terms of the contract, charges, and payments, I determined that the Strata Corporation had been overcharged, and had overpaid, by about \$70 to April 1, 2020. As a result of the stopped service in May 2020, I had further discussions with Emterra to correct some additional charges and believe the matter has recently been resolved.

iii. Gardeners

I was advised that the individual performing gardening services had not been paid for 3 – 4 years. It appears this person resides locally and has completed gardening services "as a favour" to Ms. Mui. The Strata Corporation has is no written contract with this person and the scope of service is unclear. I requested they provide an invoice in advance of the July 13, 2020 AGM, but I did not receive one, despite my repeated requests. To the best of my knowledge, the individual continues to provide gardening services to the Strata Corporation.

iv. Fire Protection System

Three outstanding repair recommendations received by the Strata Corporation from Fairlane Fire Prevention Ltd. ("Fairlane") were brought to my attention in late May 2020. I contacted Fairlane to discuss the recommended repairs and was advised that two of the recommendations were required under

the Fire Code. The estimate for those repairs was \$1,810.42. The third repair, estimated at \$471.87, was a recommendation by Fairlane and not required under the Fire Code, according to the Fairlane.

Given the financial status of the Strata Corporation and approved budget, I determined it was best to raise the money for the fire system work by special levy at the July 13, 2020 AGM. I drafted a  $\frac{3}{4}$  vote resolution under section 108 of SPA for consideration at the AGM, but the vote did not pass. This work remains outstanding.

### AGM

19. The fiscal year end of the Strata Corporation is April 30. Under section 40(2) of the SPA, the AGM must be held by June 30 each year. However, I delayed the AGM until July 13, 2020 consistent with Ministerial Order M114 of the Minister of Public Safety dated April 15, 2020 and *Strata Property Regulation* 17.23. Together, the Order and *Regulation* permitted the Strata Corporation hold the AGM electronically and to delay it by two months and due to COVID-19. The delay allowed me additional time to gather and prepare information that I needed to put before the owners and to enter into a listing agreement for the sale of the property.
20. On July 9, 2020, I entered into a listing agreement with Goodman Commercial Inc. ("Goodman") for the sale of the property. All owners attended the AGM virtually. Paul Mendes did not attend. The two realtors representing Goodman, Mark Goodman and Cynthia Jagger, were also present. I asked them to discuss the approach they would take in marketing the building and to answer questions the owners might have. They attended at the beginning of the meeting and were then excused.
21. The AGM agenda included several items for discussion and regular business items required under the SPA and bylaws. The owners approved the previous SGM minutes of October 2019 and the budget I prepared. In addition, the owners passed  $\frac{3}{4}$  vote resolutions about the following:
  - a. refund of a \$1,800 special levy approved in October 2019 to obtain a revised opinion of probable cost from RJC that was unspent,
  - b. waiver of the statutory requirement to obtain a Depreciation Report as permitted under section 94(3)(a) of the SPA,
  - c. assess a \$50,000 special levy for the purpose of addressing the City Work Order, and
  - d. assess a \$21,000 special levy for the purpose of paying my fees and disbursements.



22. The owners did not pass resolutions to assess the following special levies:

- a. \$2,052.75 to pay invoice from RJC for its opinion on the current status of the exit stairways,
- b. \$2,282.29 to pay the recommended Pairlane repairs mentioned above, or
- c. \$5,000 to obtain a market evaluation on the strata property.

#### Sixth-Floor Balcony Exit

23. On May 21 and 22, 2020, the City of Vancouver Fire Department attended the building to investigate the stairway exit door on the 6th floor that is locked on the stairway side of a door separating the stairway from the private balcony of 601. This has been an ongoing issue between the strata and the owner of 601. I exchanged emails with the attending Fire Prevention Office and confirmed that the existing locked door can remain locked from the stairway side but cannot be locked from the balcony side. As that is the current arrangement, I advised the owner I considered the matter closed.

#### City Work Order

24. On April 26, 2020, I emailed the City of Vancouver Building Inspector to advise of my appointment and to request details of the City's requirements. I determined the City Work Order is essentially comprised of 2 parts: structural repairs to the two stairways, and fire stopping between the two sets of stairs. I proposed, and the City accepted, that if the structural component of the stairs was not a life safety issue as determined by a professional engineer, that portion of the order would be extended for a number of months and only the fire stopping portion of the order would need to be completed immediately. My rationale was that if the stairs did not pose a life safety issue, repairs could be deferred, and possibly avoided if the strata corporation was wound up. The City provided a temporary 30-day extension but was clear that fire stopping must be done.

25. I retained RJC, to provide an opinion on the stairs' safety and received RJC's written opinion that the stairs were a life safety issue on April 20, 2020. As mentioned, the cost of this opinion was \$2,052.75 and payment by special levy was not approved at the AGM. Given my authority under the Consent order to pay my fees and disbursements from the Strata Corporation's operating or contingency reserve ("CRF") accounts, I instructed Ms. Mui to pay the RJC invoice from the operating account.

26. I advised the City of RJC's opinion and that I would move forward with RJC to prepare necessary documents to eliminate the life safety issue with the stairs. I received a proposal from RJC to complete design drawings and specifications on temporary shoring of the two on June 16, 2020. RJC estimated its fees would be \$8,000 and that a reasonable budget price for the shoring work would be \$20,000. Based on pricing obtained by the Strata Corporation in July 2019 to remove the existing failed fire stopping of about

\$22,500, I estimated the total cost to complete the repairs required under the City Work Order to be about \$50,000, including the cost of RJC to oversee the work. I proposed this amount be raised by special levy at the July 13, 2020 AGM. As mentioned, the owners approved the work. The approval permitted payment of the special levy over four consecutive months between August 1 and November 1, 2020. I note that all owners have paid their installments to October 1, 2020.

27. I accepted the RJC proposed on July 14, 2020 and asked RJC to proceed with the design work as quickly as possible, considering the urgent nature of the work. I also kept the City apprised of the progress.
28. I received the design drawings from RJC on September 21, 2020 and discussed the next steps with RJC on September 25, 2020. The drawings contained both a permanent stair repair and a temporary stair repair because RJC determined the permanent repair might not be significantly more. I then instructed RJC to obtain pricing on both options from three contractors familiar with this type of work, including the fire stopping work. I expect to receive the contractors' pricing by October 18, 2020.

#### Wind Up and Sale

29. Goodman prepared a document summarizing its opinion on the value of the property and proposing a listing price of \$4,750,000. I distributed the document to the owners and advised of my intention to proceed on that basis. Following receipt of comments and input from one owner, I instructed Goodman to proceed with its marketing program at the list price of \$4,750,000.
30. Goodman was pleased with the initial response from potential purchasers, and it resulted in two offers. The first offer was from Butterscotch Holdings Inc. ("Butterscotch") for \$3,900,000. The second offer was from OpenForm Properties Ltd. ("OpenForm") for \$4,300,000. I signed a letter of intent ("LOI") with OpenForm on August 6, 2020.
31. While OpenForm began to complete its due diligence, including inspecting the property, I held an SGM on September 2, 2020, and proposed a majority vote resolution for the owners to give me instructions to proceed with the court-ordered windup and sale of the Strata Corporation based on the terms contained in the OpenForm LOI.
32. The SGM was held in Strata Corporation's parking garage. All owners were present. Mark Goodman and Cynthia Jagger of Goodman were also in attendance, as was my lawyer, Paul Mendes and an associate from his law firm, Dixon Sunthoran.
33. The owners approved the resolution with 5 votes in favour and 1 vote abstaining, or 83.33%. The owners also amended the resolution to allow for alternate instructions if 100% of the owners agreed to sell their

strata lots. Given the resolution passed by more than 80% of the Strata Corporation's votes, the voting threshold required to wind up the Strata Corporation, I was satisfied the formal 80% vote to wind up the Strata Corporation could be achieved and proceeded with OpenForm LOI. The next major step of the LOI process was to convert the terms of the LOI into a more formal purchase and sale agreement. I was working with Paul Mendes to finalize a purchase and sale agreement with OpenForm and its lawyers when OpenForm decided it did not want to proceed. OpenForm withdrew its offer on September 20, 2020. I understand from Goodman that OpenForm withdrew its offer largely based on its estimated costs to repair the building and that it might be interested if the sales price was reduced to around \$2,500,000.

34. I immediately asked Goodman to contact Butterscotch and it provided an LOI ("Butterscotch LOI") for \$3,900,000 on September 21, 2020. I accepted the LOI on September 22, 2020, and by email dated September 23, 2020 asked the owners if they were willing to accept the terms of the Butterscotch LOI.
35. By October 1, 2020, I had received input from all owners and 5 of the 6 owners advised they agreed with the terms of the Butterscotch LOI. On October 9, 2020, after physically reviewing the building, Butterscotch advised Goodman it did not want to proceed with the LOI because it could not "make the numbers work". Mark Goodman followed up with Butterscotch to determine if there was a price at which Butterscotch was interested in continuing and was informed that an acceptable price for Butterscotch was \$3,300,000. Butterscotch also confirmed by email that the purchase price is conditional only on the wind-up process completing, or alternatively, if a 100% sale of strata lots can be achieved.
36. I put the revised purchase price and conditions to the owners by email on October 11, 2020 and requested their input by return email not later than October 19, 2020.

#### **Petitioners' Legal Costs**

37. One of the terms of the Consent Order required me to call a meeting of the Strata Corporation to consider a resolution to reimburse the petitioners for reason legal costs incurred by them in the legal proceeding appointing me as Administrator. The Petitioners' lawyer advised that reasonable legal costs were \$20,000. I proposed a ¾-vote resolution for this amount at the September 2, 2020 SGM. Although efforts were made to reach a resolution of legal fees for a lesser amount, the resolution did not pass. I have fulfilled my obligation under the Consent Order and have not heard anything from the Petitioners or their lawyer on this issue since the meeting.

#### **Clark Wilson LLP Invoices**

38. Based on the discussion of the owners at the July 13, 2020 AGM, I enquired of Clark Wilson LLP if it had outstanding invoices due from the Strata Corporation. On August 12, 2020, I received correspondence from

Clark Wilson stating four invoices dated between July 5 and November 1, 2019 totaling \$13,923.54 were outstanding. On August 19, 2020, I provided copies of the invoices to the owners for their review and requested they provide any comments to me and all owners by return email.

39. I received a detailed reply from the Petitioners on September 1, 2020 outlining a number of events that occurred between about June and November 2019 that involved Clark Wilson and/or the invoices. As I understand it, the Petitioners' position is essentially that the decision to retain Clark Wilson was made by two strata council members without input from, or knowledge of the remaining strata council members. Therefore, the Petitioners contend that the Clark Wilson legal expenses should be borne by the two council members who incurred them. Specifically, the Petitioners say they should not be required to contribute to the expenses. The owner of strata lot 6 agreed with the Petitioners' view that the two council members should bear the expense. No other owners provided comments.
40. On October 1, 2020, I emailed Clark Wilson to ask if it intends to pursue collection of the invoices, and to provide me with a copy of its file if it does. I have yet to receive a reply to my request.

#### **CURRENT STATUS**

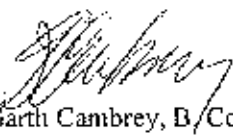
41. As of today, I am waiting for pricing on the City Work Order repairs, the owners' input on the revised purchase price offered by Butterscotch, and a response from Clark Wilson on its outstanding invoices
42. Provided the pricing for the City Work Order repairs comes in below the \$50,000 special levy, I will proceed with the work as necessary. However, if the pricing comes in higher than the amount of funds raised, or if the difference between temporary stair repairs and permanent stair repairs brings the cost to amount only slightly more than the money raised, I will hold an SGM so the owners can consider raising additional funds to complete the City Work Order repairs. If such an SGM is held and additional funds are not approved, I will consider if a court application is necessary.
43. As for the wind up and sale of the Strata Corporation, I will pursue the sale to Butterscotch if owners holding more than 80% of the votes agree to do so. If the owners do not agree, I will likely call a meeting of the owners to discuss the Strata Corporation's options. One option to consider is the involuntary wind up process available under the SPA. In any event, unless the owners agree to a voluntary wind-up of the Strata Corporation, I will need to pursue a court application to amend or discharge my appointment.
44. As for the Clark Wilson invoices, I will await a response from Clark Wilson before I decide the next steps.
45. Finally, I am concerned about the cost of this process, which is divided among the six strata lots, and only five owners. To the end of September 2020, my fees and disbursements total about \$41,162 of which about

\$24,695 is my lawyer's legal fees. This is an average of about \$6,860 per strata lot, although I acknowledge actual costs are actually divided according to unit entitlement.

46. If the owners agree to a voluntary wind up and sale, my fees, and those of my lawyer, will continue quite possibly until my term expires in April 2021, or beyond. It is estimated that the liquidator expenses will be at least \$200,000 and the real estate commission will be \$66,000. All of these expenses must be paid by the owners.

47. If the Strata Corporation does not negotiate a sale of the property, the owners will still be responsible to repair the building at a cost that likely exceeds the RJC estimate provided in 2018 of \$1,680,000. There will be additional cost if I must make a court application or if there is a legal challenge. All of this to say the owners must recognize they are in a very difficult situation and must work together to find a reasonable resolution to the issues that face them.

Respectfully Submitted,



J. Garth Cambrey, B/Comm., C. Arb., RI  
Administrator

This is **Exhibit "B"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

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***THE OWNERS, STRATA PLAN VR 456  
SPRUCE WEST***

**Second Report of Administrator**

Pursuant to the Consent Order of  
April 17, 2020, B.C. Supreme Court  
New Westminster Registry No. NEW S-S-222743

Date of Report: April 14, 2021

*Prepared by: J. Garth Cambrey  
C/o #2300 - Shaughnessy Street,  
Port Coquitlam, British Columbia, V3C 6K5*

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## **BACKGROUND INFORMATION**

1. The Owners, Strata Plan VR 456 (the "Strata Corporation" or "Spruce West") is a strata corporation duly subsisting under the *Strata Property Act* SBC 1998, Chapter 43 as amended (the "SPA"). The Strata Corporation is located at 1089 West 13th Avenue, Vancouver, B.C.
2. The Strata Corporation was formed August 2, 1977 and is about 44 years old. It is physically comprised of six residential strata lots in one six-story building. There is one strata lot per floor accessed by a single elevator and a split, or scissor, stairway. The building is built with reinforced concrete and the exterior walls are a reinforced cast-in-place concrete system.
3. The Petitioners in B.C. Supreme Court Action Number NEW-S-S-222743 (the "Action"), Tracey MacLennan and Suzanne Foster, are siblings and executors of their deceased father's estate, which includes strata lot 5 ("SL5"), unit 501, in the building. Ms. MacLennan and Ms. Foster are registered owners of SL5 and, according to Land Title Office documents, were jointly granted a vote on the strata council in August 2018 when the bylaws were amended to state all owners serve on the strata council.
4. According to court documents filed in the Action, there has been evidence of water leaking into most strata lots, including SL5, since 2003, or about 18 years, and the main building lobby since about 1998. The Strata Corporation retained Spratt Emanuel Engineering Ltd. ("Spratt") in late 2017 to conduct a visual inspection of the Strata Corporation's building, with a primary focus on the building envelope. Spratt issued a report dated January 2, 2018 that was updated March 6, 2018 to include the main roof ("Spratt Report"). The Spratt report concluded the building had been poorly maintained and that many building envelope and structural components required immediate repair "to maintain life safety and occupant livability".
5. The Spratt Report recommended replacement of all exterior windows and doors to current Building Code requirements, rain screen stucco cladding, failed steel-stud frame stucco walls, concrete repairs, and the main and parkade roofs. It also stated that the steel brackets connecting the exit stairs to the exterior wall had failed and that new brackets were required immediately, followed by proper fire



stopping between the stairs and concrete sidewalls. Spratt estimated its recommended repairs would cost \$1,100,000.

6. On or about April 2018, the City of Vancouver ("City") issued a work order for the Strata Corporation to take immediate steps to repair the exit stairway structural concerns and fire stopping ("City Work Order"). On July 11, 2019, the City extended the deadline of the City Work Order until August 19, 2019. The Strata Corporation did not address the City Work Order, except for the installation of fire stop grouting, which has since failed.
7. In about December 2018, the main bedroom ceiling of SL5 collapsed. SL5 is not occupied and based on court documents, there are signs of mold in the strata lot.
8. The Strata Corporation retained a second engineering firm, Read Jones Christoffersen Ltd. ("RJC") in late 2018 to conduct another visual review of the building envelope and parkade structure of Spruce West. A copy of the Spratt Report was provided to RJC.
9. RJC issued its report on December 19, 2018 ("RJC Report"). The conclusions contained in the RJC Report mirrored those of the Spratt Report, except that RJC recommended a repair strategy over 5 years and further investigation into the exit stairway concerns. RJC estimated the cost of the building repairs to be about \$1,680,000.
10. My appointment as Administrator to the Strata Corporation is to exercise all the powers and perform all the duties of the Strata Council and Strata Corporation subject to the requirements of the SPA and the Strata Corporation's bylaws for a one-year term commencing April 17, 2020. The terms of my appointment are set out in the April 17, 2020 Supreme Court of B.C. Consent Order ("Consent Order") which, in part, requires me to provide a report at 6-month intervals. This is my second report under the terms of the Consent Order and contemplates the reader has read my first report dated October 16, 2020 ("First Report").
11. At the time of my appointment in April 2020, the Strata Corporation had not taken steps to address the overdue City Work Order, nor any significant building envelope repairs as recommended by both Spratt and RJC.

12. Although the Consent Order granted me all the powers and duties of the Strata Corporation subject to the SPA, it specifically ordered me to do two things:

- take steps to voluntarily wind up and sell the Strata Corporation under Part 16, Division 2 of the SPA and
- take steps to carry out the City Work Order unless the City agreed to extend its required repairs.

### **STEPS TAKEN SINCE OCTOBER 2020**

13. I continue to provide regular updates to the owners by email and through general meetings. These include the following:

- a. October 19, and 29, 2020 - Property Purchase and Sale Updates via email
- b. November 3, 2020 – City Work Order Update via email
- c. November 6, 2020 – Property Purchase and Sale update via email
- d. December 8, 2020 - Special General Meeting (“SGM”) via Zoom
- e. December 18, 2020 – Requested Information on Exit Stair Repair Quotations via email
- f. January 19, 2021 - City Work Order and Windup Update via email
- g. February 11, 2021 – SGM via Zoom
- h. March 13, 2021 - General Update via email.

### **Voluntary Wind up and Sale**

14. As reported in my First Report, Butterscotch Holdings Ltd. (“Butterscotch”) informed it would agree to purchase the Strata Corporation and Strata Lots for a price of \$3,300,000. A \$100,000 deposit was paid by butterscotch to be held in trust by its lawyer. I put the reduced sales price of \$3,300,000 to the owners and requested they provide me with their input by October 19, 2020. I received a response from all 6 owners by that date with 5 of the 6 owners (83.33%) agreeing to proceed with the wind up

and sale at the purchase price proposed by Butterscotch. I provided this update to the owners in an October 19, 2020 email.

15. As a result of the owners' input, I executed an amendment to the existing Letter of Intent ("LOI") between Butterscotch and the Strata Corporation. On October 29, 2020, I agreed to extend the deadline in the LOI for the execution of a Purchase and Sale Agreement ("PSA") between the LOI parties to November 6, 2020.
16. On November 6, 2020, the PSA between Butterscotch and the Strata Corporation was fully executed. I provided a copy of the PSA to the owners on that date and advised of the next steps to consider an 80% vote at an upcoming SGM. At a December 8, 2020 SGM, the owners approved a special levy of \$50,000 for legal fees involved in the preparation for resolutions and other materials required to approve the Strata corporation wind up. On November 11, 2020, Butterscotch increased its deposit from \$100,000 to \$200,000.
17. Following preparation of the necessary voting resolutions by my legal counsel, and my selection of an appropriate liquidator, I called an SGM for March 24, 2021. At the SGM, the owners passed the 80% vote to wind up and sell the strata corporation under Part 16, Division 2 of the SPA by 83.33% (5 of 6 votes). I have instructed my legal counsel to prepare the necessary court application to confirm the windup and sale of the Strata Corporation as required under the PSA and SPA.

#### City Work Order

18. As noted in my First Report, I expected to receive pricing on both permanent and temporary repairs to the exit stairs under the City of Vancouver ("City") Work Order on October 18, 2020. By October 27, 2020, I had received pricing on both options and discussed a proposed course of action with Read RJC. I determined that permanent repairs were preferred due to the proposed lower cost, and that the ultimate requirement of the City was to permanently remove the life safety issue associated with the existing stairs.
19. Given the proposals received exceeded the amount of funds raised at the July 13, 2020 SGM, I wrote to the owners on November 3, 2020 to advise of my decision to call an SGM for the second week of December to consider a  $\frac{3}{4}$  vote for a special levy to raise an additional \$25,311, among other things.

20. At the December 8, 2020 SGM, the proposed  $\frac{3}{4}$  vote resolution for the exit stairs repairs was defeated as it only received approval from 50% of the owners' votes. I communicated the results of owners' vote to RJC and asked they seek an extension to February 15, 2021 for acceptance of the contractor proposals. The three contractors that provided proposals agreed to the requested extension.
21. On December 9, 2020, I advised the City that the additional funds to complete the exit stairs repair were not approved and requested the City's input so I could determine the best way to approach the outstanding work order. The City's representative requested a site meeting to view the current condition of the exit stairs, which I arranged for December 24, 2020.
22. At the December 24, 2020 site meeting, I was advised by the City representative, of the likely options available to the City to force the repairs. I requested the representative communicate the City's intentions to me in writing. On January 26, 2021, I received an order from the City requiring a building permit application for the exit stairs be made by February 25, 2021.
23. Given the tight timelines to accept a contractor proposal and apply for a building permit under the City's order, I determined the best approach was to ask owners to waive the 2-week notice requirement for an SGM as permitted under the *Strata Property Act* to reconsider the  $\frac{3}{4}$  vote proposed at the December 8, 2020 SGM for a special levy. I called an SGM for this purpose for February 11, 2021 and advised the owners if I did not receive written waivers of notice from all owners by February 10, 2021, I would consider making application to the BC Supreme Court to impose a special levy. All owners waived the meeting notice, and the February 11, 2021 SGM was held. The proposed \$25,311 special levy estimated to complete the exit stair work was approved with payment due April 1, 2021. The vote was approved by 83.33% of the votes (5 of 6 votes).
24. In accordance with the approved resolution, I caused the Strata Corporation to retain Hodson King and Marble Ltd. ("HKM"), the contractor that provided the lowest bid, subject to agreement on contractual terms. RJC applied for the building permit on February 25, 2021 consistent with the City's recent order. I reviewed the proposed contract documents prepared by RJC, with input from my legal counsel, and RJC sent HKM the contract documents on March 11, 2021. The approved contract documents were executed by HKM on about March 17, 2021 and by me on March 22, 2021.

Work can begin as soon as the building permit is issued. I expect this work will be completed within a few weeks of when it is started.

### Financial Matters

25. With assistance from the past council treasurer, Agnes Mui, I continue to oversee and manage the Strata Corporation's finances.

26. On April 9, 2021, I provided the owners with my spreadsheet for the current fiscal year with the annual general meeting (AGM) notice. I reconcile my spreadsheet to the Strata Corporation's monthly bank statement balances. It shows the following bank balances as of April 9, 2021:

- a. Operating Account: \$13,724.78
- b. Contingency Reserve Fund: \$3,942.33
- c. Special Levy Fund: \$110,424.61 broken down as follows:
  - i. Administrator fees and Disbursements: \$3,875.92
  - ii. City Work Order: \$65,262.23, and
  - iii. Legal fees for Wind up and Sale: \$41,286.95

27. I comment on the current financial status of the Strata Corporation below.

### Garbage Collection

28. Although the garbage contract with Emterra Environmental (Emterra) was sorted out in December 2020, I continue to address incorrect charges by Emterra. However, the discrepancies are minor, and I expect them to be corrected soon.

### Gardeners

29. I eventually received an invoice from Attila Nemethy, the individual performing gardening services, for the 2020 calendar year. The invoice total was \$154.35 consisting of services for lawn cutting and

“leaf cleanup”. I considered this amount to be very reasonable and caused the Strata Corporation to pay the invoice as the amount was well within the approved budget.

#### Fire Protection System

30. The recommended repairs that the Strata Corporation’s contract, Fairlane Fire Prevention Ltd. (“Fairlane”) advised are required under the Fire Code have not been completed since the proposed special levy was defeated at the special general meeting (“SGM”) held July 13, 2020. However, some of the required work, such as testing the fire device in the elevator shaft, was addressed at the most recent and scheduled service of Fairlane on March 10, 2021. I will reassess any remaining required work of Fairlane after I receive service reports relating to the March 10, 2021 service.

#### Clark Wilson LLP Invoices

31. As reported in my First Report, I wrote to Clark Wilson LLP about its intention to pursue collection of alleged outstanding invoices totaling \$13,923.54, requesting a copy its file if it did. Having not received a reply, I again wrote to Clark Wilson on November 2, 2020 and received a November 3, 2020 response that I would be provided with access to Clark Wilson’s file.

32. I was given access to the documents in the Clark Wilson file on November 5, 2020. Following my review and review by my legal counsel, I raised the issue for discussion with the owners at the December 8, 2020 SGM. I reported that I had determined the invoices were not the responsibility of the Strata Corporation because they covered a time before the strata council considered a resolution to retain Clark Wilson.

33. On December 20, 2020, I wrote to Clark Wilson stating the Strata Corporation was not responsible to pay the invoices and that I would not cause it to do so. In the same email, I advised that the process to wind up the Strata Corporation was underway. I have not received a reply.

#### Insurance renewal

34. The Strata Corporation’s insurance policy renews on May 1, 2021. I obtained an updated insurance appraisal from Normac Appraisal as requested by the Strata Corporation’s current insurance broker, CapriCMW. I requested CapriCMW provide a renewal quotation as well as another insurance broker,

BFL Canada. On March 25, 2021, I received a proposal from CapriCMW for \$12,830, which is less than the previous year's premium of about \$16,000 for the same coverage.

35. As requested by one owner at the March 24, 2021 SGM, I requested and received a 6-month insurance term renewal quotation for a premium of \$6,483. A 6-month term might reduce the financial obligations of the Strata Corporation and owners if it coincides with the expected completion of wind up and sale of the Strata Corporation. I have put the matter of insurance renewal to the owners in the at the upcoming AGM. A special levy will not be necessary to pay for the upcoming insurance premium if the owners choose a 6-month renewal.
36. I have not yet received a proposal from BFL Canada and expect the Strata Corporation to move forward with CapriCMW based on 1 of the quotations it provided.

#### Administrator Appointment

37. As noted earlier, my appointment was for a 1-year term. It is due to expire on April 16, 2021. On March 13, 2021, I emailed all owners advising that my appointment should continue. This is because of the current incomplete status of the wind up and sale of the Strata Corporation and exit stair repairs. I believe my appointment should be extended until November 30, 2021, or about 8 months, to allow for this work to be completed. I have recently been advised by my legal counsel that consent has been given to extend my appointment as requested. I understand the consent order extending my appointment will soon be filed with the Supreme Court Registry.
38. I have raised funds through special levies for payment of my fees and disbursements, but those funds are running low. I have estimated my upcoming fees and disbursements and proposed a further special levy for consideration by the owners at the upcoming AGM. Any unpaid fees and disbursements may need to be addressed by the liquidator at the time the Strata Corporation is wound up and sold.

#### AGM

39. I have called the Strata Corporation's AGM for April 29, 2021. This will allow me to address payment of the insurance premium and my fees, along with other matters usually addressed at an AGM, such as approving a budget and considering the need for a depreciation report.

**SUMMARY AND NEXT STEPS**

40. As of the date of this report, I await the following:

- a. Court approval of the windup and sale of the Strata Corporation,
- b. The City to issue the building permit for the exit stair repairs,
- c. A second proposal for the Strata Corporation's insurance renewal, and
- d. The extension of my appointment to November 1, 2021 to be filed at the Supreme Court registry.

41. I will continue with the wind up and sale of the Strata Corporation as approved. I will also cause the Strata Corporation to complete the exit stair repairs and conduct the Strata Corporation's AGM as discussed above.

Respectfully Submitted,



J. Garth Cambrey, Jr. Comm., C. Arb., RI

Administrator



This is **Exhibit "C"** referred to in the affidavit

of , Garth Cambrey affirmed before me on

June 14, 2021



\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**STRATA PLAN OF  
LOT 1  
BLOCK 415 DISTRICT LOT 526  
PLAN 16697**

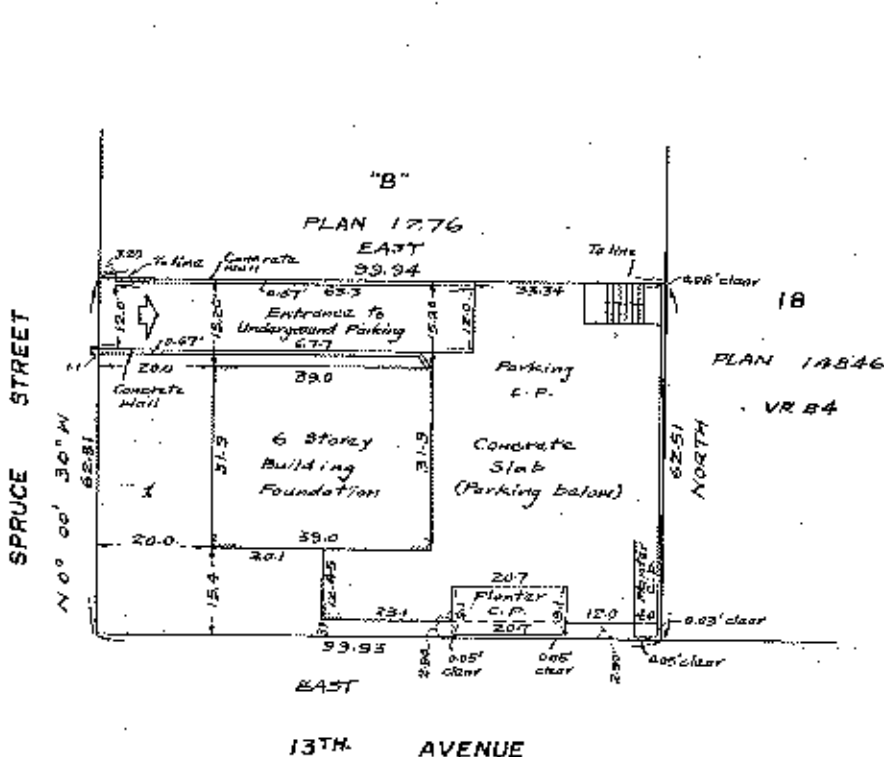
(CITY OF VANCOUVER)

SCALE: 1 INCH = 20 FEET

Name of Building: Spruce West  
CIVIC ADDRESS:  
\*1089 W. 13th Avenue  
Vancouver, B.C.

STRATA PLAN VR 456  
Deposited and Registered in the  
Land Registry Office at Vancouver  
B.C. this 2nd day of  
AUGUST, 1971

*[Signature]*  
Registrar



The address for service of documents on the Strata Corporation is: The Owners, Strata Plan VR 456

Ste 101 - 626 West Pender St.  
Vancouver, B.C.  
V6B 4J1

I, Dick F. Mak of Municipality of Delta, a British Columbia Land Surveyor, hereby certify that the building erected on the parcel described above is wholly within the external boundaries of that parcel. Dated at Burnaby, B.C. This 23rd day of December, 1976

*[Signature]*  
D. F. Mak  
B.C.L.S.

Kin K. Wong & Associates  
Dominion & B.C. Land Surveyors  
3721 E. Hastings Street  
Burnaby, B.C. V5C 2H6

FB122 p.1915 & p. 2865

STRATA TITLES ACT

STRATA SHEET	LOT NO.	SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	NUMBER OF VOTES
FORM 1	1	984	123,000	
	2	917	123,000	
	3	977	123,000	
	4	977	123,000	
	5	977	137,000	
	6	977	130,000	
	7	977	150,000	
	8	977	150,000	
	9	977	150,000	
	10	977	150,000	
	11	977	150,000	
	12	977	150,000	
	13	977	150,000	
AGGREGATE		5 738	756,000	

Accepted, as to Form 1, 2 and 3  
this 25<sup>th</sup> day of JULY, 1972

*[Signature]*  
Superintendent of Insurance

STATUTORY DECLARATION:

I, the undersigned, do solemnly declare that:  
(1) I, the undersigned, am the duly authorized agent for the owner-developer;  
(2) The strata plan is entirely for residential use.  
I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Agent for the Owner-Developer:

Owner-Developer: *[Signature]*  
F. MARK STANLEY

Declared before me at Vancouver, B.C.,  
this 15<sup>th</sup> day of \_\_\_\_\_, 1972.

A Commissioner for Taking Affidavits in  
and for the Province of British Columbia

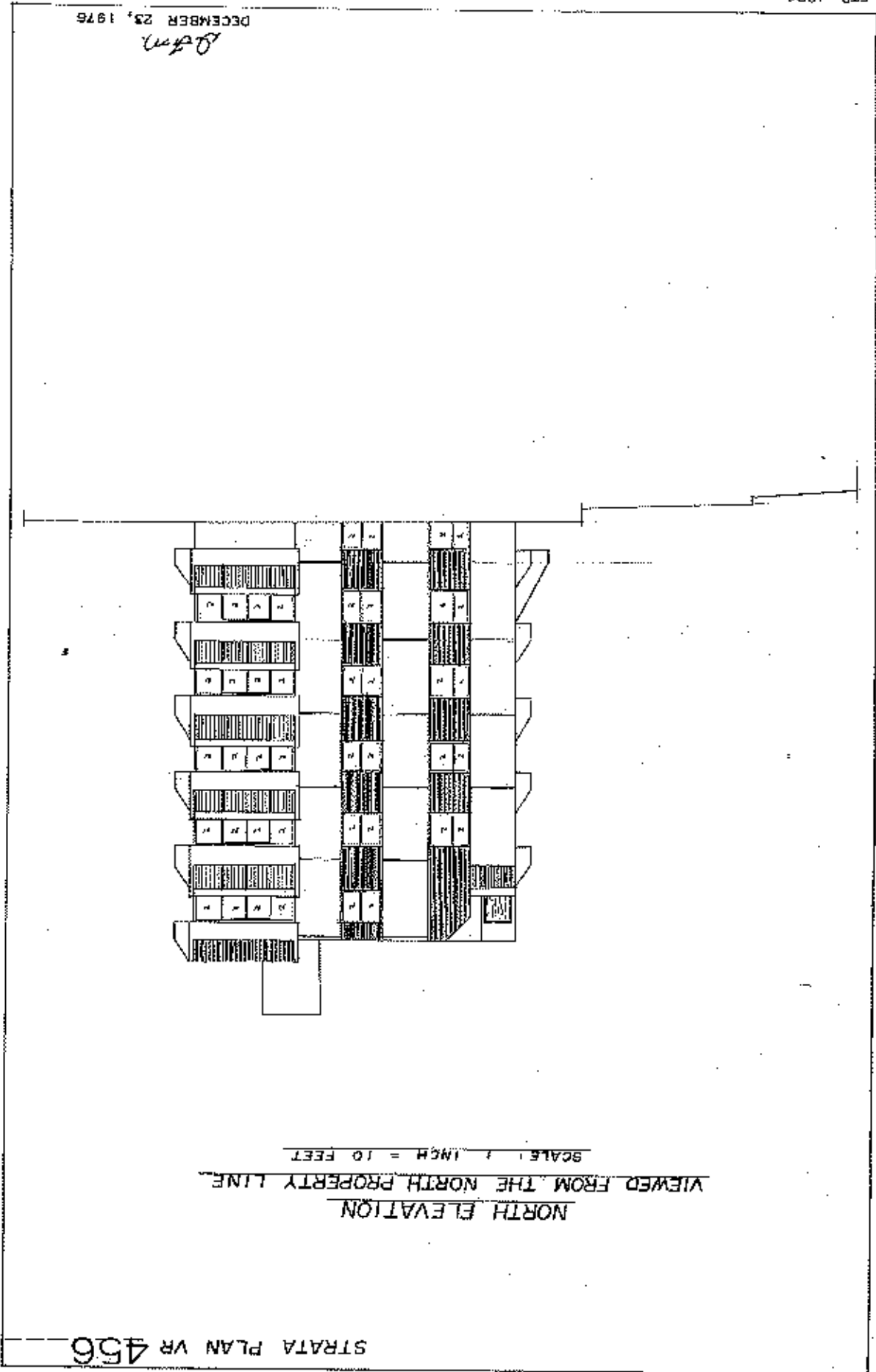
FORM 13  
NEW DEVELOPMENT CERTIFICATE  
(SECTION 4 (1))

I, Dick F. Mark of Municipality of Delta, a British Columbia Land Surveyor, hereby certify that the strata lots represented on the strata plan of Lot 1, Block #15 District Lot 526 Plan 16297 constitute a new development and have not, to the best of my knowledge and belief, been previously occupied.

*[Signature]*  
D. F. Mark

Dated at Burnaby, B.C.,  
this 23<sup>rd</sup> day of December, 1976

DECEMBER 23, 1976



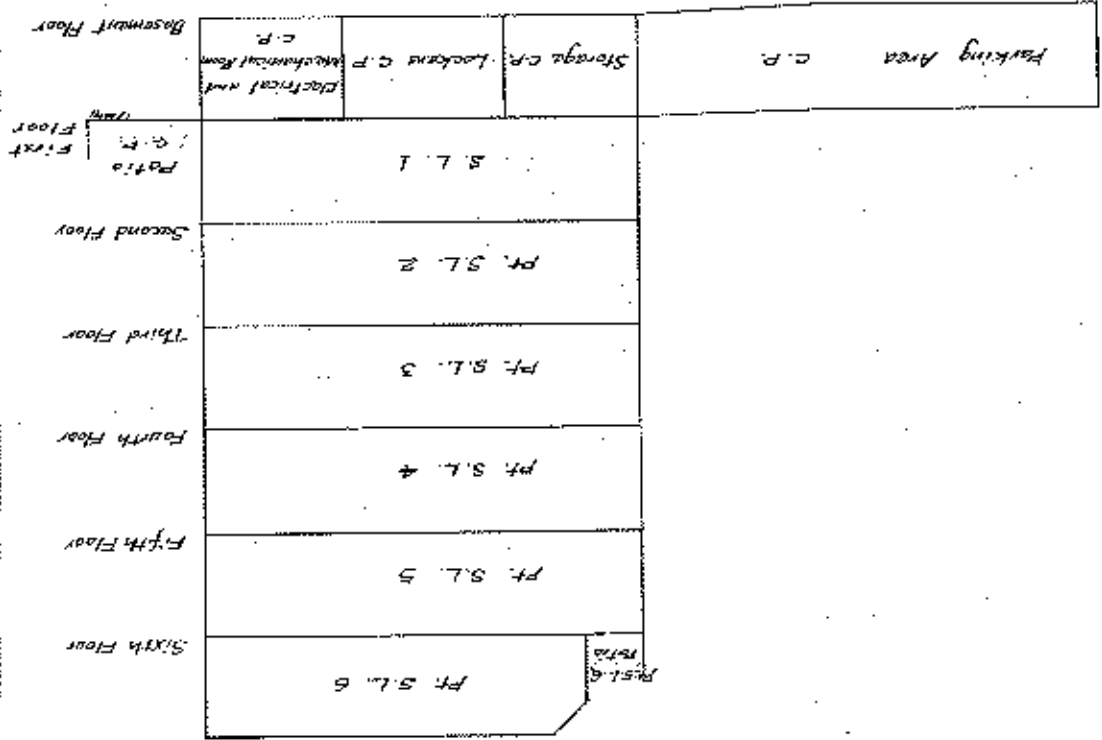
STRATA PLAN VR 456  
SHEET 3 OF 15 SHEETS

STRATA PLAN VR 456

NORTH DIAGRAMMATIC ELEVATION

SECTION A - A

SCALE: 1 INCH = 10 FEET



LEGEND

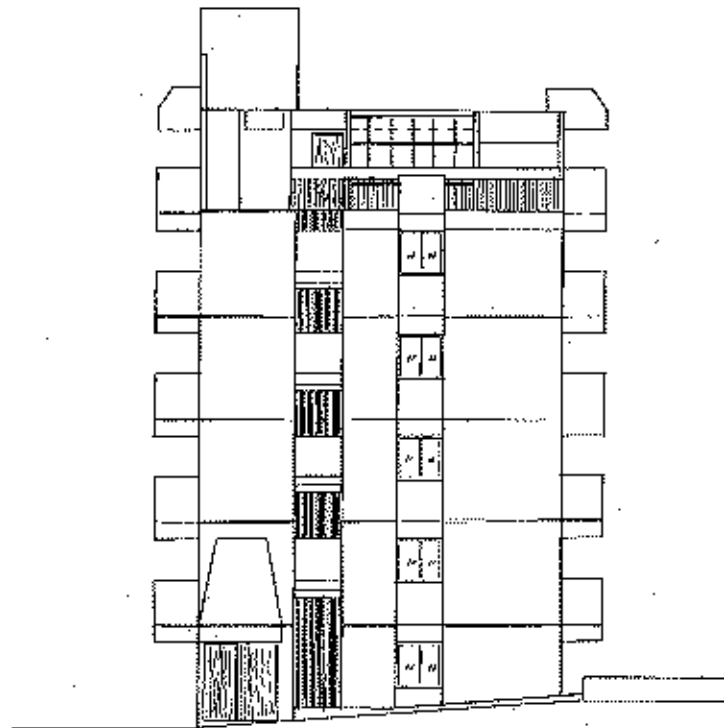
S.L. denotes Strata Lot.  
 C.P. denotes Common Property  
 Pt. S.L. denotes Part of Strata Lot

DECEMBER 23, 1976

BTM

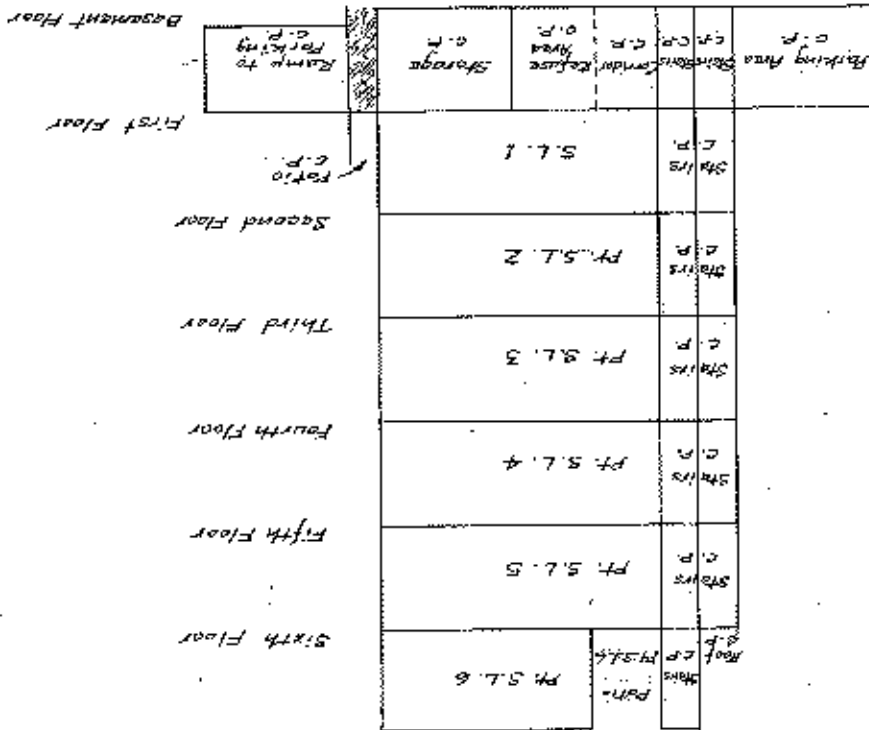
STR - 1894

EAST ELEVATION  
VIEWED FROM THE EAST PROPERTY LINE  
SCALE: 1 INCH = 10 FEET



*DFM*  
 DECEMBER 23, 1976

EAST DIAGRAMMATIC ELEVATION  
SECTION B - B  
SCALE: 1 INCH = 10 FEET



LEGEND

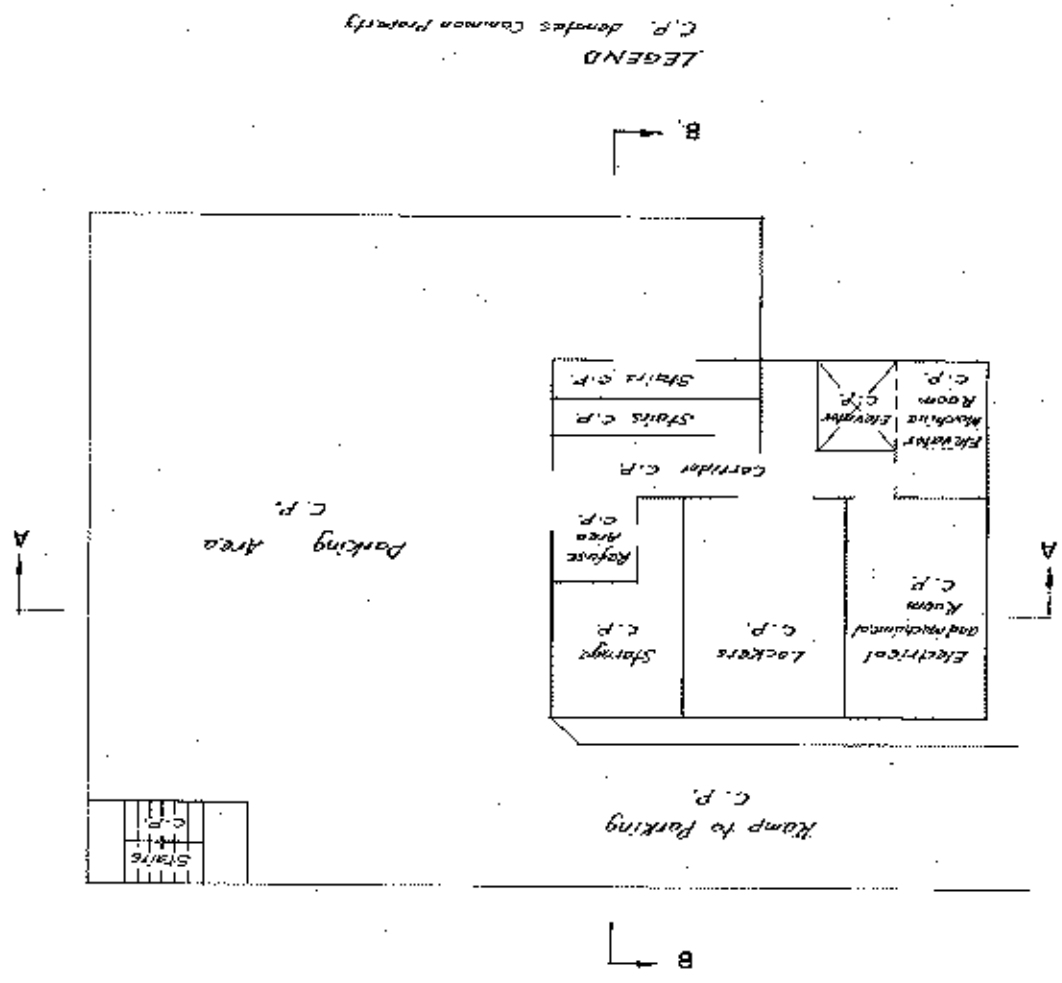
S.L. denotes Strata Lot  
C.F. denotes Common Property  
PT.S.L. denotes Part of Strata Lot

DECEMBER 23, 1976

*Offn*

STRATA PLAN VR 456  
SHEET 7 OF 15 SHEETS

BASEMENT FLOOR  
SCALE: 1/4" INCH = 10 FEET



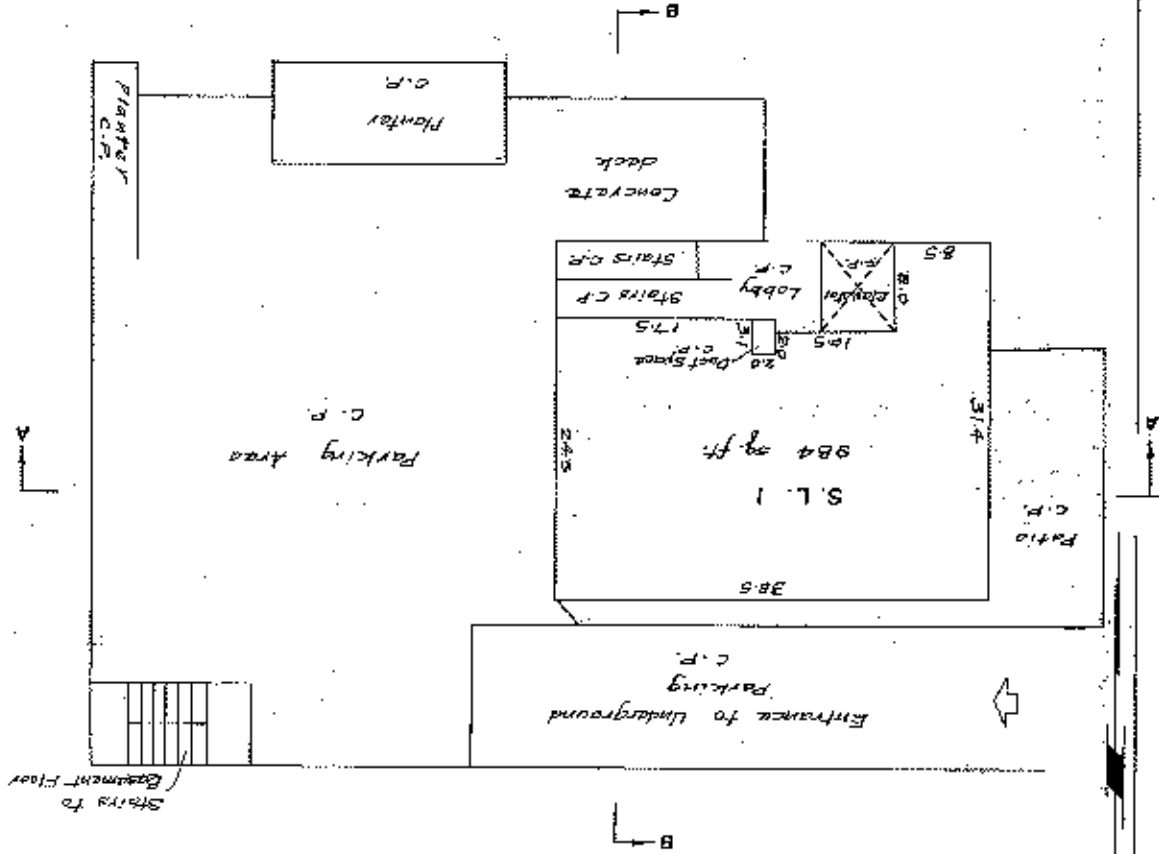
DECEMBER 23, 1976  
*WJG*

STR - 1894



Stairs to  
Basement Floor

A



LEGEND  
 S.L. denotes  
 Common Property  
 C.P. denotes  
 sq. ft. denotes  
 square feet  
 STRATA LOT

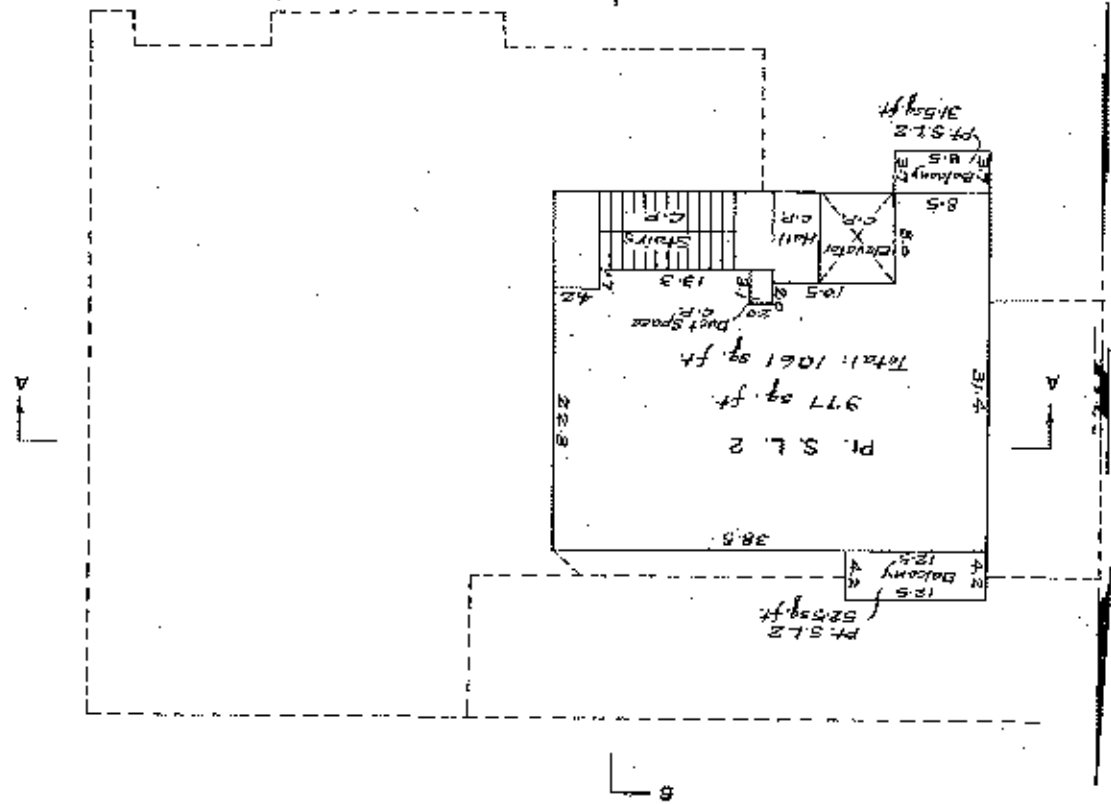
DECEMBER 23, 1978  
 [Signature]

STRATA PLAN VR 456

SECOND FLOOR

STRATA LOT 2

SCALE: 1 INCH = 10 FEET



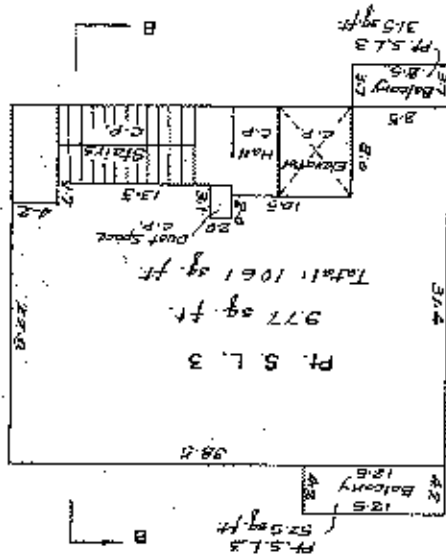
**LEGEND**  
 P.L. S.L. denotes Part of Strata Lot  
 C.P. denotes Common Property  
 sq. ft. denotes square feet

DECEMBER 23, 1976

*DM*

THIRD FLOOR  
STRATA LOT 3

SCALE: 1 INCH = 10 FEET



**LEGEND**  
 P.S.L. denotes Part of Strata Lot  
 C.P. denotes Common Property  
 sq. ft. denotes square feet

B.F.M.

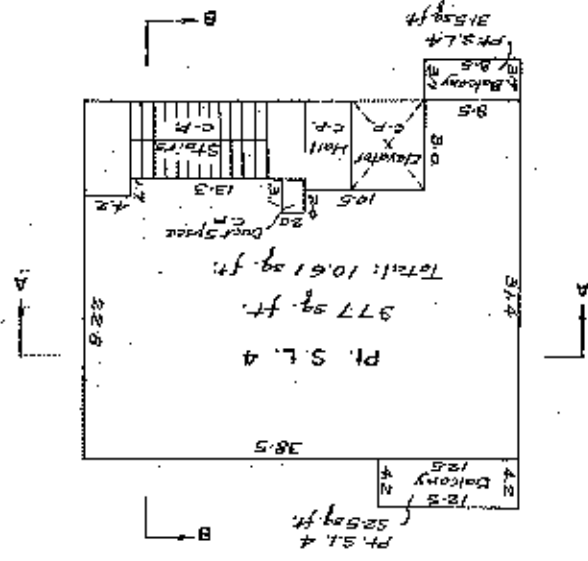
DECEMBER 23, 1976

STR-1894

STRATA PLAN VR 456  
SHEET 11 OF 18 SHEETS

FOURTH FLOOR  
STRATA LOT 4

SCALE: 1 INCH = 10 FEET



**LEGEND**  
 P.L. DEMOTES PART of STRATA LOT  
 C.P. DEMOTES COMMON PROPERTY  
 sq. ft. DEMOTES square feet

DECEMBER 23, 1976

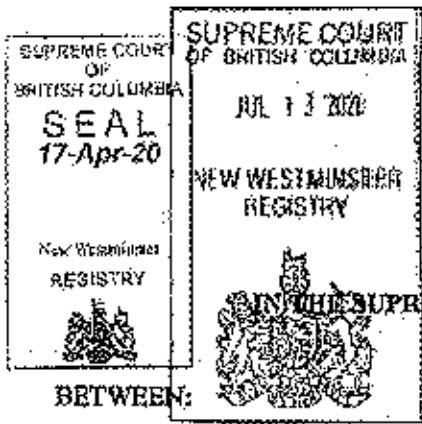
WAG

This is **Exhibit "D"** referred to in the  
affidavit of , Garth Cambrey affirmed before  
me on June 14, 2021



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567



NO. NEW-S-S-222743  
NEW WESTMINSTER REGISTRY

Authorized Signing Officer  
*[Signature]*

I certify that this document is a true copy of the original document on file at the court in New Westminster, B.C.

BETWEEN:

TRACEY ANNE MACLENNAN AND SUZANNE ELISE FOSTER,  
EXECUTORS of the Will of  
COLIN MACKENZIE MACLENNAN, DECEASED

PETITIONERS

AND:

THE OWNERS, STRATA PLAN VR 456

RESPONDENT

CONSENT ORDER

BEFORE	}	A JUDGE OF THE COURT	}	APRIL 17, 2020
	}		}	

ON THE APPLICATION of the Petitioners Tracey Anne MacLennan and Suzanne Elise Foster, Executors of the Will of Colin MacKenzie MacLennan, without a hearing, and by consent:

THIS COURT ORDERS that:

1. Garth Cambrey is appointed as administrator of The Owners, Strata Plan VR 456 (the "Strata Corporation") to exercise all the powers and perform all the duties of the Strata Council and Strata Corporation, subject to the requirements of the *Strata Property Act* (the "Act") and Bylaws;
2. Garth Cambrey (the "Administrator") shall take all reasonable and necessary steps to investigate and complete a voluntary winding-up of the Strata Corporation with Liquidator in accordance with Part 16, Division 2 of the *Act* (the "Winding-up"), which may include:
  - (a) Entering into a listing contract, without a vote of owners, with a qualified real estate agent to list the building all strata lots and the common property (the "Strata Lands") for sale. The commission payable to the real estate agent shall not exceed 2.5% of the gross selling price of the Strata Lands, unless otherwise approved by a 2/3 vote of owners or further order of this court;
  - (b) Hiring an appraiser to appraise the value of the Strata Lands;

- 2 -

- (c) Reviewing and negotiating offers for the purchase and sale of the Strata Lands in consultation with owners;
  - (d) Locating a qualified liquidator for the purpose of the Winding-up of the Strata Corporation;
  - (e) Convening a special general meeting to appoint a liquidator and cancel the strata plan in accordance with s. 277 of the *Strata Property Act* (the "*Act*");
  - (f) Applying to the Supreme Court of British Columbia to confirm any winding-up resolution approved by the owners by a 80% vote in accordance with s. 278.1 of the *Act*;
3. The Administrator shall take all reasonable and necessary steps to extend the time to complete the repairs to the building's exit stairs as ordered by the City of Vancouver on June 6, 2019 (the "City Ordered Repairs"), and in the event that the time is not extended, take, in consultation with the owners, all reasonable and necessary steps to carry out those repairs, including:
- (a) Hiring a consulting engineer to prepare an assessment report;
  - (b) Hiring an engineer to prepare design drawings and specifications for the City Ordered Repairs, including tender documents;
  - (c) Present the owners with the design drawings and specifications and recommend a repair for the City Ordered Repairs;
  - (d) Tender the City Ordered Repairs to qualified contractors with the assistance of a consulting engineer or other professionals;
  - (e) Draft one or more resolutions pertaining to the Administrator's proposed repair, the estimated cost or costs as applicable, the name of the engineering firm or other contractor to be hired to supervise or perform the work and put the resolution or resolutions to a  $\frac{3}{4}$  vote of the owners for their approval and acceptance at a meeting called for such purpose;
  - (f) Act as the Strata Corporation's representative in respect of contracts with a general contractor and consulting engineer for the City Ordered Repairs.
4. Within 120 days of his appointment, and without prejudice to the Petitioners' right to claim costs for this Petition in accordance with the Rules of Court, the Administrator shall call a meeting of the owners to consider a resolution to reimburse the Petitioners for reasonable legal costs incurred by the Petitioners for these proceedings;
5. The Administrator shall be appointed for a term of one year with liberty to owners and the Administrator to apply for renewal or cancellation of his appointment, or replacement of the Administrator by a substitute administrator either by consent of all owners or by order of the Court;

- 3 -

6. The Administrator shall prepare a written report on the status of the Winding-Up and City Ordered Repairs, including his recommendations respecting the resolution of all outstanding issues regarding the Winding-up and City Ordered Repairs by no later than six months following the date of his appointment, and at six month intervals thereafter;
7. The Administrator may deliver any document or documents to the owners of the Strata Corporation by handing them to an adult occupant for each of the strata lots of the Strata Plan, or by mailing them by ordinary mail to the strata lot, unless otherwise directed by the court;
8. The Administrator shall deliver detailed monthly statements of account to the owners, and such accounts will be paid by the Strata Corporation from the operating or contingency reserve fund within 30 days, unless the account is disputed by any owner;
9. At the request of any owner the Administrator shall pass a disputed statement of account before the Registrar of the Supreme Court of British Columbia;
10. No person shall issue any legal process against the Administrator or any employee or representative of the Administrator without leave of the court;
11. The owners shall provide access to all information, records and documents requested by the Administrator relating to the Winding-up and City Ordered Repairs, and will authorize the Administrator, if necessary, to obtain information, records and documents held by third parties which relate to or assist with the Winding-up or City Ordered Repairs;
12. The Administrator may retain any necessary professionals and other assistance, including but not limited to independent legal counsel, building inspectors, engineers and contractors for opinion, advice and services in respect of his duties pursuant to his appointment as administrator;
13. The Administrator may apply to the court for direction or further court orders, and may appear on any proceeding relating to the Winding-up or City Ordered Repairs or his appointment, and may be represented by a lawyer for that purpose;
14. The Administrator may set the agenda, call and conduct all meetings of the Strata Corporation in relation to the Winding-up or City Ordered Repairs;
15. The Administrator may take whatever action is necessary, including the registration of certificates of lien and commencement of legal proceedings under the Act, to recover unpaid special levies from owners relating to the Winding-up or City Ordered Repairs;
16. The Strata Corporation will add the Administrator as a named insured on its errors and omissions insurance policy, at the expense of the Strata Corporation;

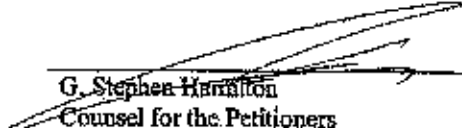


- 4 -


17. In the alternative, the Administrator may purchase liability insurance coverage for the work performed as the Administrator under his appointment, and all expenses associated in obtaining the insurance coverage will be charged to the Strata Corporation as an expense of the Strata Corporation;
18. The Administrator shall be reimbursed by the Strata Corporation in the amount of \$200.00 per hour, as well as \$40.00 per hour for word processing and \$40.00 per hour for bookkeeping and at cost for out of pocket expenses and disbursements;
19. The Petitioners claim for costs is adjourned generally; and
20. This consent order may be executed in counterpart.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

BY THE COURT

  
G. Stephen Hamilton  
Counsel for the Petitioners

REGISTRAR

*for*   
Signature of Mike Walker  
Counsel for the Respondents,  
Ange Mui and Petislav Tovbis

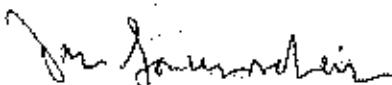
Signature of the Respondent,  
Dan Jacob Sonnenschein

Signature of the Respondent,  
James Mok (No Response Filed)


Signature of the Respondent,  
The Owners, Strata Plan VR 456 (No  
Response Filed)

- 17. In the alternative, the Administrator may purchase liability insurance coverage for the work performed as the Administrator under his appointment, and all expenses associated in obtaining the insurance coverage will be charged to the Strata Corporation as an expense of the Strata Corporation;
- 18. The Administrator shall be reimbursed by the Strata Corporation in the amount of \$200.00 per hour, as well as \$40.00 per hour for word processing and \$40.00 per hour for bookkeeping and at cost for out of pocket expenses and disbursements;
- 19. The Petitioners claim for costs is adjourned generally; and
- 20. This consent order may be executed in counterpart.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

<hr/> <p>G. Stephen Hamilton Counsel for the Petitioners</p> <hr/> <p>Signature of Mike Walker Counsel for the Respondents, Anges Mui and Petislav Tovbis</p> <hr/> <p>Signature of the Respondent, James Mok (No Response Filed)</p>	<div style="text-align: right; margin-bottom: 10px;"> <small>Digitally signed by Christopher Stalmans</small> </div> <hr/> <p>BY THE COURT</p> <div style="text-align: center; margin: 10px 0;">  </div> <hr/> <p>Signature of the Respondent, Dan Jacob Sonnenschein</p> <hr/> <p>Signature of the Respondent, The Owners, Strata Plan VR 456 (No Response Filed)</p>
---	--

This is Exhibit "E" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

No. New-S-S-222743  
New Westminster Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

TRACEY ANNE MACLENNAN AND SUZANNE ELISE FOSTER,  
EXECUTORS of the Will of  
COLIN MACKENZIE MACLENNAN, DECEASED

PETITIONERS

AND:

THE OWNERS, STRATA PLAN VR 456

RESPONDENT

**CONSENT ORDER**

	)		)	
	)	[ ] A JUDGE OF THE COURT	)	
	)	or	)	
BEFORE	)	[ ] A MASTER OF THE COURT	)	_____ /2021
	)	or	)	
	)	[ ] A REGISTRAR	)	

ON APPLICATION of Garth Cambrey, the administrator of the Respondent, The Owners, Strata Plan VR456, without a hearing and by consent:

THIS COURT ORDERS that:

1. Garth Cambrey's appointment as the administrator of The Owners, Strata Plan VR456 (the "Strata Corporation") as set out in the Order made on April 17, 2020, be extended to November 30, 2021, so that the administrator can:
  - a. complete the repairs to the building's exit stairs as ordered by the City of Vancouver on June 6, 2019; and
  - b. complete the voluntary winding up of the Strata Corporation.

No. New-S-S-222743  
New Westminster Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

TRACEY ANNE MACLENNAN AND SUZANNE ELISE FOSTER,  
EXECUTORS of the Will of  
COLIN MACKENZIE MACLENNAN, DECEASED

PETITIONERS

AND:

THE OWNERS, STRATA PLAN VR 456

RESPONDENT

**CONSENT ORDER**

	)		)
	)	[ ] A JUDGE OF THE COURT	)
	)	or	)
BEFORE	)	[ ] A MASTER OF THE COURT	) _____/2021
	)	or	)
	)	[ ] A REGISTRAR	)

ON APPLICATION of Garth Cambrey, the administrator of the Respondent, The Owners, Strata Plan VR456, without a hearing and by consent:

THIS COURT ORDERS that:

1. Garth Cambrey's appointment as the administrator of The Owners, Strata Plan VR456 (the "Strata Corporation") as set out in the Order made on April 17, 2020, be extended to November 30, 2021, so that the administrator can:
  - a. complete the repairs to the building's exit stairs as ordered by the City of Vancouver on June 6, 2019; and
  - b. complete the voluntary winding up of the Strata Corporation.

- 2. The Administrator retains all the powers granted to him pursuant to the April 17, 2020 order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE:

*Paul J. Mendes*  
 \_\_\_\_\_  
 Counsel for the Administrator  
 Garth Cambrey Counsel for the  
 Petitioners

\_\_\_\_\_  
 BY THE COURT

~~\_\_\_\_\_~~  
 Counsel for the Petitioners

\_\_\_\_\_  
 Dan Jacob Sonnenschein

\_\_\_\_\_  
 Counsel for the Respondents Agnes  
 Mui and Petislav Tobis

\_\_\_\_\_  
 The Owners, Strata Plan VR456 (No  
 Response Filed in the Proceedings)

\_\_\_\_\_  
 James Mok (No Response Filed in the  
 Proceedings)

2. The Administrator retains all the powers granted to him pursuant to the April 17, 2020 order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND  
CONSENT TO EACH OF THE ORDERS NOTED ABOVE:


\_\_\_\_\_  
Counsel for the Administrator  
Garth Cambrey Counsel for the  
Petitioners

\_\_\_\_\_  
Counsel for the Petitioners

\_\_\_\_\_  
Counsel for the Respondents Agnes  
Mui and Petislav Tobis

\_\_\_\_\_  
James Mok (No Response Filed in the  
Proceedings)

\_\_\_\_\_  
BY THE COURT

  
\_\_\_\_\_  
Dan Jacob Sonnenschein

\_\_\_\_\_  
The Owners, Strata Plan VR456 (No  
Response Filed in the Proceedings)

2. The Administrator retains all the powers granted to him pursuant to the April 17, 2020 order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS NOTED ABOVE.

\_\_\_\_\_  
Counsel for the Administrator  
Garth Cambrey Counsel for the  
Petitioners

\_\_\_\_\_  
BY THE COURT

\_\_\_\_\_  
Counsel for the Petitioners

\_\_\_\_\_  
Dan Jacob Sonnenschein

*Mui*, #101 + #201

*Jack* #301


\_\_\_\_\_  
Counsel for the Respondents Agnes  
Mui and Petistav Tobis

\_\_\_\_\_  
The Owners, Strata Plan VR496 (No  
Response Filed in the Proceedings)

\_\_\_\_\_  
James Mak (No Response Filed in the  
Proceedings)



This is Exhibit "F" referred to in the affidavit of  
Garth Cambrey, sworn before me on June  
14, 2021

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567



NO. *Court File No.* **NEW-S-S-222743**  
NEW WESTMINSTER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

TRACEY ANNE MACLENNAN AND SUZANNE ELISE FOSTER,  
EXECUTORS of the Will of  
COLIN MACKENZIE MACLENNAN, DECEASED

PETITIONERS

AND:

THE OWNERS, STRATA PLAN VR 456

RESPONDENT

**PETITION TO THE COURT**

ON NOTICE TO:

The Owners, Strata Plan VR 456  
c/o Suite 101 – 626 West Pender Street  
Vancouver, BC V6B 4J1

**This proceeding is brought for the relief set out in Part 1 below, by**

the person(s) named a petitioner(s) in the style of proceedings above

.....[*name(s)*].....(the petitioner(s))

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

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner(s)
  - (i) 2 copies of the filed response to petition, and
  - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

**Time for response to petition**

- 2 -

A response to petition must be filed and served on the petitioner(s).

- (a) if you reside anywhere within Canada, within 21 days after the date on which a copy of the filed petition was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed petition was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed petition was served on you, or
- (d) if the time for response has been set by order of the court, within that time.

(1)	The address of the registry is:  651 Carnarvon Street, Begbie Square, New Westminster, BC V3M 1C9
(2)	The ADDRESS FOR SERVICE of the petitioner is:  Hamilton & Company 4 <sup>th</sup> Floor, 500 Sixth Avenue, New Westminster, BC V3L 1V3  E-mail address for service (if any) of the petitioner: <a href="mailto:shamilton@hamiltonco.ca">shamilton@hamiltonco.ca</a>
(3)	The name and office address of the petitioner's lawyer is:  G. Stephen Hamilton Hamilton & Company 4 <sup>th</sup> Floor, 500 Sixth Avenue New Westminster, BC V3L 1V3 Telephone: 604-630-7462

### CLAIM OF THE PETITIONER

#### **Part 1: ORDERS SOUGHT**

1. Pursuant to s.174 of the *Act*, an order appointing an administrator (The "Administrator") to exercise the powers and duties of The Owners, Strata Plan VR 456 (the "Strata Corporation") and Strata Council until further court order;
2. The Administrator shall take all reasonable steps to investigate the condition of the Strata Corporation's common property, including:

- (a) Hiring an independent engineering firm to prepare a written report, which describes the condition of the common property, identifies any repairs required to the common property, and establishes a reasonable timeline for the completion of the repairs;
  - (b) Hiring consultants or appraisers to evaluate whether it is in the best interests of owners to wind-up the Strata Corporation;
  - (c) Ensuring all owners have access to any report prepared or received by the Administrator;
  - (d) Recommending what work, if any, should be done to repair the Strata Corporation's common property (the "Repairs"), and the estimated cost of the Repairs; and
  - (e) Raising sufficient funds by special levy to pay for the Repairs.
3. The Administrator may retain professionals, including legal counsel, for opinions, advice and services in relation to the Administrator's duties;
  5. The Administrator's fees shall be rendered monthly, and shall be payable by the Strata Corporation, provided that at the request of any party, the Administrator shall pass his accounts before the Registrar of the Supreme Court of British Columbia;
  6. The Strata Corporation add the Administrator as a named insured on its errors and omissions insurance policy, at the expense of the Strata Corporation;
  7. In the alternative, the Administrator may purchase liability insurance coverage for the work performed as the Administrator under this Order, and all expenses associated in obtaining the insurance coverage be charged to the Strata Corporation as an expense of the Administrator;
  8. The Administrator shall report to the Court by August 1, 2020, or such other date as determined by this Honourable Court, with respect to the steps taken under this Order, the costs incurred by the Administrator, and whether the appointment should continue;

9. The Administrator be at liberty to apply to the Court for directions to assist and permit the discharge of the Administrator's duties hereunder;
10. The Administrator and/or any party have liberty to apply to this Court to substitute another Administrator for the one appointed, extend the term of an Administrator for any subsequent term or terms, or to expand or reduce the scope of an Administrator's powers, as this Court deems appropriate;
11. If any  $\frac{3}{4}$  vote resolution or majority vote resolution of the owners is required to give effect to any of the Orders set out herein, and if such resolution does not pass at a general meeting of the owners, the Administrator and/or any party have leave to apply to this Court for an Order approving the resolution;
12. No person shall issue any legal process against the Administrator or any employee or representative of the Administrator related to this appointment without leave of the British Columbia Supreme Court;
13. Further, or in the alternative, pursuant to s.165 of the *Strata Property Act*, S.B.C. 1998, c.43 (the "*Act*"), the Strata Corporation:
  - (a) Repair its common property, including the building envelope, roof, stucco deck walls and glazing, stairwells, exterior walls, balconies and any resultant damage to the Petitioner's strata lot due to water ingress;
  - (b) Hire the services of a qualified and licensed building envelope consultant (the "Consultant") to investigate the condition of the common property and to prepare a full building envelope condition assessment report (the "BECA");
  - (c) Deliver the BECA to the Petitioners within 7 days of it being received by the Strata Corporation;
  - (d) Instruct the Consultant to prepare specifications for the repair work identified in the BECA and prepare tender documents for delivery to qualified bidders;

- 5 -

- (e) To finance the repair work, assess a special levy in the sum of \$1,700,000.00, to be paid by owners within 90 days of the court's order; and
  - (f) To finance the BECA and the Consultant's fees for preparing specifications and tender documents, immediately assess a special levy in the sum of \$30,000.00, to be paid by owners within 30 days of the Court's order.
14. Further, or in the alternative, an order winding-up the Strata Corporation in accordance with s. 284 of the *Act*;
15. Costs; and
16. Such further and other relief as this Honourable Court may deem just and proper.

## **Part 2: FACTUAL BASIS**

### **Background**

1. The Petitioners, Tracey Anne MacLennan and Suzanne Elise Foster (the "Petitioners"), are Executors of the Will of Colin MacKenzie MacLennan, Deceased, of Strata Lot 5 ("SL5, also known as Unit 501"), civically located at Unit 501 – 1089 West 13<sup>th</sup> Avenue, in the City of Vancouver, in the Province of British Columbia.
2. The Respondent, The Owners, Strata Plan VR 456 (the "Strata Corporation") commonly known as "Spruce West", is a Strata Corporation with a service address for these proceedings at c/o Suite 101 – 626 West Pender Street, in the City of Vancouver, in the Province of British Columbia.
3. In 2018, the Petitioners were appointed as executors of their deceased father Colin MacKenzie MacLennan's estate (the "Estate").
4. The Petitioners became strata members in or around June 2018.
5. The Strata Corporation was constructed in or around 1977 and is comprised of 6 residential strata lots. The building has six storeys, including a below-grade concrete parkade level. Each floor of the building has a single strata lot, which is accessed by an elevator or a split

stairwell. The building is built with reinforced concrete and the exterior walls are a reinforced cast-in-place concrete system.

### **Building Envelope Failure – History**

6. The Strata Corporation has suffered from significant water ingress problems for many years.

7. The stairwell of the building has been particularly affected by the failure of the building envelope. Major leaks have been reported in the east stairwell at ground and basement levels and serious water leakage has also affected the building lobby since at least 1998.

8. Targeted repairs relating to water dripping into the basement-parking passageway were attempted in or around September 2001. Milani Plumbing & Heating (“Milani”) found that the bathtub in Unit 101 had draining problems. This was found to have damaged the plaster on the wall, which caused water to flow down to the basement when the shower was in use. Milani installed a sealing gasket which prevented leakage for some time. However, in or around September 19, 2001, water had once again appeared on the basement floor of the parking lot passageway.

9. In or around 2003, Units 401, 501, and 601 all sustained damage as a result of major leaks through the building’s roof.

10. SL5 has suffered from water ingress for approximately 17 years.

### Spratt Emanuel Engineering Ltd. – Visual Building Condition Assessment

11. On or about December 19, 2017, Spratt Emanuel Engineering Ltd. (“SEE”) conducted a Visual-Only Building Condition Survey of the Strata Corporation’s building to assess its current condition.

12. The SEE Report concluded that the Strata Corporation had been poorly maintained and the building envelope and structural components were in need of immediate repair. At the time of the SEE Report, the estimated cost to repair the Strata Corporation’s building totalled \$1,110,000.00 inclusive of taxes and engineering fees.

### *The Roof*

13. The SEE report states that the main roof consists of a 2-ply torch-applied SBS membrane which appears to be installed over insulation placed on top of the concrete roof slab.
14. The SEE report notes that the roof membrane appears to be terminated at the elevator overrun structure with a single gurnip cap flashing. The caulking applied to the gurnip is aged and requires replacement.
15. According to the SEE report, the Roof Deck was installed incorrectly which contributes to the problems pertaining to the failing building envelope. The SBS membrane at Unit 601 was not continued over the parapet curb as is best practice. The top-mounted guard rail and cap flashing were both left in place. In addition to having poor waterproofing, the area has a transition from roofing to flashing which had a repair attempt using asphaltic mastic, which is completely ineffective. The SEE report concludes that the mastic is now deteriorated from UV exposure, and allows water ingress at every guardrail post.

### *Exterior Walls, Windows and Balconies*

16. The exterior walls are precast concrete panels. The walls have been treated with a hydrophobic clear penetrating sealer. Despite this, there are numerous locations on all elevations of the building which are experiencing active water ingress through unsealed cracks in the concrete. The hydrophobic clear penetrating sealer has failed and is completely ineffective at preventing water ingress in cracks and joints.

### *Unit 601*

17. The SEE report finds that there are multiple points of water ingress in Unit 601 along the east elevation of the Roof Deck. The water ingress occurs because of poor installation of the door sill, jamb and head which allows wind driven rain to penetrate.
18. At the south end of the Roof Deck, water ingress is occurring at the outswing door from the suite onto the deck.



19. The interior finishes of Unit 601 are heavily damaged including mouldy dry wall, rotten carpet, and rusted steel stud framing. The wall assembly is completely uninsulated and has been installed without a moisture barrier behind the stucco. Due to active water ingress which has occurred consistently over a lengthy period of time, the steel stud structure is heavily rusted.
20. Additional heavy water ingress is actively occurring at the northeast corner of Unit 601, where there is heavy mould and water saturated finishes at the building outside corner.
21. Dampness has also been found in the living room below the fixed pane of the sliding door onto the north deck. The door frame was installed on a wood curb and there is no evidence of a waterproof membrane.
22. On the north balcony there is a second instance of water ingress occurring at the head of the sliding door. This appears to be related to balcony parapet saddle detail on the deck above.

#### *Unit 501*

23. The SEE report found that water ingress from Unit 601 is migrating through cracks in the floor slab to cause water ingress in Unit 501. There is also active water ingress, wet and mouldy drywall, and rotted carpet in the closet located at the east corner of the suite.
24. On the north side of the bedroom the drywall at the head, jambs and sill of the window are wet. There appears to be water ingress occurring at the window frame or perimeter waterproofing details.
25. On the south facing deck there is evidence of water ingress through the balcony and parapet walls on the suite above.
26. In the elevator lobby for Unit 501, mouldy wallpaper was observed near the floor level. The location was tested with a moisture meter and found to be saturated with moisture.
27. In or around December 2018, the north wall ceiling in the master bedroom of Unit 501 collapsed due to water saturation.

### *Emergency Exit Stairwells*

28. The building has two emergency exit stairwells (the "Stairwells") which are located at the southeast corner of the building against the exterior walls.
29. The SEE Report found that both Stairwells suffer from active water ingress which has caused spalling concrete and potential structural deficiencies.
30. The SEE Report divides its analysis of the Stairwells into two portions:
  - (a) Stairwell A is the stair which begins at the Level 6 elevator lobby and exits through an exterior door to the east parking area
  - (b) Stairwell B is defined as the stair which begins at the roof deck of Unit 601 and exits at the main floor elevator lobby
31. Stairwell B has active water ingress at the exterior fire-rated steel door at the top of the stairwell which opens inward from the Unit 601 roof deck. The fire-rated steel door has no waterproofing details.
32. Stairwell B also has an active water ingress from the perimeter of the south facing window. The concrete is heavily cracked and spalled.
33. At level 3, Stairwell B has active water ingress which appears to be coming from the floor line cold joint between levels 3 and 4, on the south elevation.

### *The Parkade*

34. The Strata Corporation is served by a single level underground parkade. There are multiple locations of active water ingress at the parkade ceiling. The majority of the leaks are along the west foundation wall beginning at the north side at Stall No. 5, continuing south toward Stall No. 1. Active leaks are occurring in multiple cracks spaced between 4' and 6' apart.
35. Active water ingress is also occurring through cracks and penetrations in the roof slab over the electrical room and elevator lobby entry doors.

### *Conclusions and Recommendations*

36. The SEE Report concludes by stating that global building envelope renewal is required immediately to maintain "life safety and occupant liveability". It states that the failure of the building envelope is due to the following:

- (a) Poorly executed past repairs;
- (b) Ongoing water ingress;
- (c) Face-sealed stucco detailing;
- (d) Top-mounted deck guards, incomplete or absent flashing details, cracked and actively leaking exposed mass concrete walls; and
- (e) Defective water membranes, all of which are resulting in water damage to structural elements and interior finishes.

37. The interior steel stud systems holding insulation and interior drywalls are poorly constructed and cause heavy condensation damage and high energy costs due to extensive thermal bridging of wall and suspended slab systems.

38. The SEE Report also states in its conclusion that the parkade roof membrane has failed and that a new membrane is required to stop the active water ingress.

39. With regards to the Emergency Exit Stairwells, the SEE Report states that the steel brackets between emergency exit stair stringers and the exterior walls have failed. New brackets must be designed and installed. After the new brackets are installed, the failed or missing fire stopping grout between the stairs and sidewalls must be replaced. This repair must be done immediately.

### Read Jones Christoffersen Ltd.

40. On or about October 31, 2018 Read Jones Christoffersen Ltd. ("RJC") conducted a visual inspection of the building envelope and parking structure at the Strata Corporation (the "RJC Review").

41. On or about December 19, 2018 the Strata Corporation received a report from RJC dated December 19, 2019 (the "RJC Report"). The RJC Report agrees with the findings of the SEE Report, concluding it is apparent the Strata Corporation is experiencing building envelope failure at various locations of the building.

42. The RJC Report generally agrees with the points made in the SEE Report, noting that the failure of the building envelope has caused numerous areas of leakage and damage to interior finishes. However, the RJC Report projects repair costs at approximately \$1.67 million.

43. The RJC Report states that the numerous active leaks on the underside of the plaza level concrete slab are due to the lack of a membrane in the area. It recommends the installation of a waterproof membrane over the plaza slab.

44. With regards to the Stairwells, the RJC Report provides that substantial leaks were noted at the roof level and at the east landings of various floors. This has caused spalled concrete and corrosion of the reinforced steel.

#### *Exterior Walls and Balconies*

45. The RJC Report states that the exterior walls and balcony edges have numerous areas of concrete delamination as a result of corrosion of the underlying reinforcing steel.

46. It recommends that these issues be addressed as the integrity of the structure may be compromised and create a falling hazard to pedestrians below.

#### *Roof*

47. The RJC Report agrees with the findings of the SEE Report as they pertain to the roof of the building. The RJC Report notes that the sixth floor roof deck has poor perimeter terminations, which causes numerous leaks into the fifth floor unit below.

48. The RJC Report recommends full replacement of the membrane with appropriate detailing at railing, walls and door thresholds.

### *Conclusion*

49. The RJC Report concludes by stating that it is apparent the Strata Corporation's building envelope is failing at various locations.

### **Governance**

50. There has been a pattern of Strata Council members, Agnes Mui ("Ms. Mui") and James Mok ("Mr. Mok"), concealing from or not sharing with owners of the Strata Corporation important information, to the extent that some owners have lost faith in the Strata Council's ability to act in the best interests of owners.

51. On March 29, 2018 the Strata Council received an email advising that the Vancouver Fire Department and City of Vancouver attended the Strata Corporation on March 19, 2018 and made a number of important findings regarding the stairwells. The City of Vancouver subsequently issued a city order (the "City Order") to strata council member Ms. Mui on April 9, 2018. The City Order had a compliance deadline of "immediately".

52. The City Order was not shared in its entirety with the rest of the owners until April 17, 2018, when Ms. Mui posted the City Order in the entry of her unit's hallway during an owners' meeting. Although Ms. Mui shared selective portions of the City Order with owners in a March 19, 2018 email, her email was unclear and failed to convey the gravity of the situation.

53. The owners of the Strata Corporation were not informed as to whether any steps were being taken by the strata council to comply with the City Order.

54. The owners elected to contact the City to ascertain the status of the City Order and whether the strata council had taken steps to comply with it.

55. The City of Vancouver responded by stating that they had no response on record. The City noted that it had tried to contact Ms. Mui many times but had been unable to get in touch with her and assumed she had left the Strata Corporation. The Estate provided the City of Vancouver with the SEE Report and the RJC Report and requested that they post any order publically should they choose to conduct a second inspection.

56. On June 11, 2019, the Strata Corporation received an email from the City of Vancouver with a follow up order providing a new deadline of August 19, 2019. The Chair of the Strata Corporation, Mr. Mok, responded that the Strata Council would be taking steps to respond to the City of Vancouver.

57. Mr. Mok or Ms. Mui did not take reasonable steps to address the City Order. In an effort to investigate the circumstances noted by the City Order, a strata owner Dan Sonnenschein ("Mr. Sonnenschein") obtained several quotes from contractors to investigate and comply with the City Order, which he shared with the owners by email.

58. The quoting contractors discovered that work had been done on the stairwell in response to the City Order (the "Work"). This Work was done without informing all owners or with necessary funding approval.

59. The Work was well below the standard expected by the City of Vancouver and will now cost the Strata Corporation \$13,000.00 to repair, prior to beginning the actual work required to comply with the City Order.

60. The Petitioners believe the Work was paid for with Strata Corporation funds, but there is no mention of this any minutes, nor was there a special levy to fund the Work. There is nothing mentioned in any of the agenda notes, and the Work was not disclosed to owners during the Annual General Meeting in 2018.

61. The repair of the Work authorized by Mr. Mok or Ms. Mui will cost each owner approximately \$2,000.00 as there are no remaining funds in the contingency reserve fund.

62. On July 31, 2019, owners received a notification from Mr. Mok and Ms. Mui informing owners of a Special General Meeting to be held on August 6, 2019. However, there was still no information pertaining to the City Order.

63. On August 8, 2019, Mr. Sonnenschein informed the Petitioners that he had contacted the City of Vancouver to ascertain if they had responded to his request for an extension to comply with the City Order. He was informed that his request was approved and sent by registered mail

to Ms. Mui on July 12, 2019. Ms. Mui did not share this information with the owners and the City Order's deadline was August 19, 2019.

### Mistrust

64. Mr. Mok and Ms. Mui appear to mistrust professionals and the advice that they provide to the Strata Corporation regarding repairs and maintenance.

65. Both Mr. Mok and Ms. Mui have challenged the findings of the SEE Report, which significantly impedes the owners' ability to complete the repairs needed.

66. As a result of the Strata Corporation's failure to deal with building repairs in a reasonable manner or at all, the Petitioners retained a lawyer to assist with the building problems.

67. In response to the Petitioners legal counsel letter, Mr. Mok and Ms. Mui hired Clark Wilson LLP and apparently incurred legal expense in the name of the Strata Corporation without approval of owners. The total amount of invoices allegedly owed to Clark Wilson LLP is \$16,780.78. A resolution to approve spending for legal services was defeated at a special general meeting held October 22, 2019.

### **Conclusion**

68. It appears the Strata Corporation is unable to discharge its duty to repair the building and deal with the repair issues identified in the SEE Report and confirmed by the RJC Report. Owners have been discussing the need for repairs for many years, but the repairs are not getting done, and the owners have not developed a reasonable plan to deal with the repairs.

69. The City Order has not been complied with, and the Strata Corporation has failed to take meaningful steps to repair and replace the failed building components.

70. Ms. Mui and Mr. Mok are aware of the condition of Unit 501. At the Petitioners' request, Ms. Mui inspected Unit 501 in late 2018 when the master bedroom ceiling collapsed. In early 2019, Mr. Mok inspected Unit 501 with RJC.

71. During the September 23, 2019 Strata Council meeting, Ms. Mui and Mr. Mok did not allow the Petitioners, representing SL5, to participate in voting because they claimed SL5 had resigned from Strata Council, but they were unable to provide evidence or further information. The Petitioners had not resigned from council, and the Petitioners perceive the strategy of Mr. Mok and Ms. Mui was to deny the vote of SL5 to secure an affirmative vote to approve hiring Clark Wilson LLP for legal services.

### Part 3: LEGAL BASIS

1. The duty to repair arises from s. 72 of the *Strata Property Act* (the "Act") and is fundamental to the role of a strata corporation. (*Royal Bank of Canada v. Holden* (1996), 7 R.P.R. (3d) 80 (B.C.S.C.)).
2. Absent exceptional circumstances, it is always the strata corporation's responsibility, not the owners individually, to repair and maintain the common property.
3. The Strata Corporation's responses to the duty to repair are measured by a standard of reasonableness. (*John Campbell Law Corp. v. Strata Plan 1350*, 2001 BCSC 1342).
4. Generally, the source of the damage, or cause of the need for repair or maintenance does not matter; the Strata Corporation must repair and maintain the building to make it 'good'. (*Taychuk v. Strata Plan LMS 744*, supra, citing *Sterloff v. Strata Plan VR 2613* (1994), 38 R.P.R. (2d) 102 (B.C.S.C.); *Manton v. York Condominium Corp. No. 461*(1984), 49 O.R. (2d) 83 (Co. Ct.); and *Fudge v. Strata Plan NW 2636*, 2012 BCPC 409 (*Ross v. Strata Plan VIS 1098* (2 August 2002), Victoria 02-1331 (B.C.S.C.) (*Elahi v. Strata Plan VR 1023*, 2011 BCSC 1665); (*York Condominium Corp. No. 59 v. York Condominium Corp. No. 87* (1983), 148 D.L.R. (3d) 660 (Ont. C.A.), *Strata Plan 1229 v. Trivantor Investments International Ltd.* (1995), 4 B.C.L.R. (3d) 259 (S.C.)).
5. The duty to repair is not a duty that may be avoided - even if the decision not to repair is unanimous. *Strata Plan 1229 v. Trivantor*, supra.
6. The court may order repairs and impose a special levy on owners under ss. 164, 165, 173 or 174. *Tadeson v. Owners, Strata Plan NW 2644*, 1999 CanLII 6999 (BCSC)



- 16 -

7. In *Tadeson supra*, a building envelope repair resolution was not passed because the Strata Corporation could not obtain the necessary  $\frac{3}{4}$  vote to approve the expenditure. The owners who wanted the building envelope repaired, sued the Strata Corporation and were granted an order requiring the Strata Corporation to levy its owners for the full repair described in the engineering report obtained by the Strata Corporation.

8. Thus, it is a fundamental duty of a Strata Corporation to repair and maintain the common property, and only in extraordinary circumstances does the court order any remedy other than a special levy that will allow for the fulfillment of the Strata Corporation's duty to repair.

9. This case is an ordinary situation, and the court should impose the duty to repair on the Strata Corporation.

10. The 'test' for the appointment of an Administrator was set out in *Lum v. Strata Plan VR 519*, 2001 BCSC 493:

- a) whether there has been established a demonstrated inability to manage the strata corporation;
- b) whether there has been demonstrated substantial misconduct or mismanagement or both in relation to the affairs of the strata corporation;
- c) whether the appointment of an administrator is necessary to bring order to the affairs of the strata corporation;
- d) whether there is a struggle among competing groups within the strata corporation such as to impede or prevent proper governance of the strata corporation; and
- e) whether only the appointment of an administrator has any reasonable prospect of bringing to order the affairs of the strata corporation.

11. For more than 10 years, the Strata Corporation has been unable to address significant and costly repairs in a timely and effective manner. The appointment of an administrator is the only action that has any reasonable prospect of bringing order to the affairs of the Strata Corporation.


12. The court may order the wind-up of the Strata Corporation in accordance with s. 284 of the *Act*.

**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Tracey McLennan made January 9, 2020.

The petitioner estimates that the hearing of the petition will take 2 hours.

Date: January 10, 2020



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Signature of G. Stephen Hamilton  
Lawyer for petitioners

***To be completed by the court only:***

Order made

in the terms requested in paragraphs ..... of Part I of this petition

with the following variations and additional terms:

.....

.....

.....

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of  Judge  Master

This is **Exhibit "G"** referred to in the affidavit of ,

Garth Cambrey affirmed before me on

June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
**550-900 HOWE STREET**  
**VANCOUVER B.C. V6Z 2M4**  
**TEL: (604) 685-3567**

---

**From:** J. Garth Cambrey <gcambrey@shaw.ca>  
**Sent:** April 30, 2020 9:35 AM  
**To:** 'Easby, Scott' <scott.easby@vancouver.ca>  
**Subject:** RE: [EXT] RE: [EXT] The Owners, Strata Plan VR 456 - 1089 W. 13th Ave. - Order #CF-2018-003258

Mr. Easby,

Thank you for your understanding. I will proceed with obtaining a written opinion on structural integrity of the stairs as set out below and contact you when I have received it.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RT  
Administrator  
C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

---

**From:** Easby, Scott [<mailto:scott.easby@vancouver.ca>]  
**Sent:** Wednesday, April 29, 2020 1:47 PM  
**To:** J. Garth Cambrey  
**Subject:** RE: [EXT] RE: [EXT] The Owners, Strata Plan VR 456 - 1089 W. 13th Ave. - Order #CF-2018-003258

Hi Mr. Cambrey,

That sounds reasonable to proceed as you request. An updated Peng report identifying the structural concern indicated in the order and whether there is any life safety issue or significant concern requiring repair would suffice right now and pursue the immediate fire-separation repair permit or at least be ready to apply after we get the Peng report. After review of the Peng report we'll decide how to proceed with that aspect.

Regards,

**Scott Easby**

District Building Inspector  
Development & Building Services  
City of Vancouver  
604-873-7879  
<mailto:scott.easby@vancouver.ca>

---

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Wednesday, April 29, 2020 9:52 AM  
**To:** Easby, Scott  
**Subject:** [EXT] RE: [EXT] The Owners, Strata Plan VR 456 - 1089 W. 13th Ave. - Order #CF-2018-003258

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Mr. Easby,

Thank you for getting back to me so quickly. I believe you last spoke with Agnes Mui, who resides in #201 and was on the strata council before my appointment.

You are correct that there is reported concern over the structural integrity of the staircases. I believe that repair is also included in work order. Given my primary mandate is to investigate and complete a winding up the strata corporation, is it possible to separate the structural repairs from the fire-separation repairs on the work order? That is, a 30 day extension from today's date to complete the fire-separation seems reasonable, but a significantly longer extension for, or retraction of the structural repairs might be possible in the current situation and, if so, would be much more practical.

Would you consider extending the structural portion of the work order for a period of several months if I provided a letter from a structural engineer that the issue is not an urgent life safety issue? That would allow me to complete my mandate, and if the structural issue is not an urgent life safety issue, and the strata corporation is wound down and possibly demolished, it would save the owners the cost of repair which is not insignificant.

Of course, if the engineer determined the structural issue to be a life safety issue, I would take steps to have the structural work completed as set out in the court order. I have spoken with RJC engineering and estimate an opinion on the stairs' structural integrity can be provided within about 2 weeks or so.

Please advise. I am available to discuss the possible extensions by telephone if you wish.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RI  
Administrator  
C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

---

**From:** Easby, Scott [<mailto:scott.easby@vancouver.ca>]  
**Sent:** Tuesday, April 28, 2020 12:22 PM  
**To:** J. Garth Cambrey  
**Subject:** RE: [EXT] The Owners, Strata Plan VR 456 - 1089 W. 13th Ave. - Order #CF-2018-003258

Hello Mr. Cambrey,

Thank you for contacting me in regards to this outstanding issue and our outstanding order. It was my understanding the last time I talked to Anne that they were at the final stage of contracting out the work so that the required permit can be applied for. This infraction has been an issue for quite some time and it should have been dealt with a long time ago. It is a life safety issue, especially if there was ever a fire and the exit scissor stairs were compromised. I am reluctant to give another extension but I appreciate your involvement now and that this issue will finally get resolved. I believe there was some previous Peng documentation submitted addressing the structural integrity. My main concern is the required fire-separation continuity between to the two exit (scissor) stairs which shouldn't be a major issue to hire a consultant/contractor to obtain a building permit for the fire-separation repair. Considering your involvement now and the Covid-19 state I think a 30 day extension should suffice to get a permit application in. Please let me know if this is a problem.

Regards,

**Scott Easby**  
District Building Inspector  
Development & Building Services  
City of Vancouver  
604-873-7879  
<mailto:scott.easby@vancouver.ca>

---

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Sunday, April 26, 2020 1:35 PM  
**To:** Easby, Scott  
**Subject:** [EXT] The Owners, Strata Plan VR 456 - 1089 W. 13th Ave. - Order #CF-2018-003258

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Dear Mr. Easby,

I have recently been appointed Administrator under the *Strata Property Act* for the above-noted strata corporation pursuant to the attached court order.

As set out in paragraph 3 of the court order, part of my mandate is to investigate the possibility of extending the time to complete repairs to the exit stairs required under a June 9, 2019 City of Vancouver Work Order. I believe the June 9, 2019 Work Order was revised on January 17, 2020 as per the attached letter from the City of Vancouver.

I also understand the order work has not been completed and would like to arrange a telephone call with you to discuss the possibility of extending this work order further. Please reply to this email to advise of a convenient time for such a telephone call.

Regards,

**J. Garth Cambrey, B. Comm., C.Arb., RI**  
Administrator  
C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)



This is Exhibit "H" referred to in the affidavit  
of Garth Cambrey, sworn before me on

June 14, 2020

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

May 20, 2020

The Owners, Strata Plan VR 456  
c/o Garth Cambrey, Administrator  
2300 – 2850 Shaughnessy St.  
Port Coquitlam, BC V3C 6K5

Dear Garth,

**RE: Building Stairwell Structural Review**

**RJC No. VAN.122220.0005**

**Strata Plan VR 456, Spruce West, 1089 W 13th Avenue, Vancouver, BC**

## **1.0 INTRODUCTION**

As requested, Read Jones Christoffersen Ltd. (RJC) has prepared this structural review for the concrete exit stairwell at the above noted building.

RJC have previously reviewed the condition of the building envelope in our report dated December 19, 2018. In that report, we noted a number of concerns for the stair including:

- Substantial leakage at the roof level.
- Spalled concrete resulting from corrosion of the reinforcing steel.
- Large gaps between the stairs and exterior walls at upper levels.
- Leaks around a window at the sixth floor.
- Differential movement between precast scissor stairs at landings.
- Steel angle supports being added at the underside of various stairs.
- Cracks in the cementitious parging on walls and on the underside of stairs.

RJC recommended that a more detailed review of the stairs be completed in order that a repair strategy be developed and implemented. We understand that you have asked for a structural opinion on if temporarily shoring is required in the event repairs are delayed for up to one year.

## **2.0 GENERAL INFORMATION AND BUILDING DESCRIPTION**

Spruce West is a six storey residential building constructed circa 1977. There is one unit per floor and each unit is accessed via a single elevator or a split stairwell. The building is built with a combination of cast in



place and pre-cast reinforced concrete. The exterior walls are a reinforced cast-in-place concrete system. The structural drawings provided to us indicate that precast ribbed shells may have been used to form the wall and then infilled with concrete. The stairs are constructed with cast in place concrete.



### 3.0 OBSERVATIONS AND REVIEW COMMENTS

RJC visited the building on May 7, 2020 to observe the existing conditions in the stairwell. The following is a summary of the pertinent findings:


- RJC was met at the building by the owner of unit 601.
- RJC walked up and down both of the scissor stairs.
- Stairs appear to span from back wall to back wall of stair. This matches the available structural drawings.
- Carpet on the concrete stairs was reported to have been removed in recent years.
- The stairs show signs of significant deflection. The deflection is difficult to estimate however could be as much as 2" in some areas.
- Signs of water ingress and water damage were noted in a few areas. Some cracking, significant in some areas, and concrete spalling were noted.
- Significant amount of spalling and loose grout or firestop materials was observed throughout the stairs
- Hairline transverse cracks at 32" o.c. on underside of stairs was common. This appeared to be a grout type surface material, not the underside of the concrete structure.
- Unevenness at landings due to differential deflection of stairs was observed
- Stair adjacent to the exterior concrete wall had bolted steel angle connections at underside, connecting the stair to the exterior wall as well as the stair concrete divider wall.
- One of the bolted connections appears to have failed, likely due to a combination of movement of the stair and wall, and insufficient edge distance
- Other bolted connections appear to be in better condition.
- These bolted connections appear to be a stiffener connection for the exterior wall.
- The exterior wall may be deflecting outwards. This was estimated on site to be approx. 1/2"

See the photos in the table below for additional observation comments.



OBSERVATION	PICTURE
<p>Failed bolted connection between stair and exterior wall.</p>	 <p>Picture 1</p>
<p>Stair with signs of apparent significant deflection based on existing and presumed initial tread elevations</p>	 <p>Picture 2</p>



OBSERVATION	PICTURE
Cracking and spalling at stair landing due to differential movement of the stairs	 <p data-bbox="1209 877 1305 905">Picture 3</p>

Based on our review of the available drawings, we have the following comments on the structural design of the stairs:

- The drawings indicate a horizontal span for the stair of approximately 19 feet. The stair is shown as having a 'throat' thickness of 6' with reinforcing bars identified as #5 (15M) at 10" o.c..
- Using RJC standard details, a new stair with this span would have a throat thickness closer to 10' and would be reinforced with #6 (20M) bars at 7" o.c.
- The structural design of stair does not appear to meet with accepted design practices.
- The exterior wall appears to be supported along its height by the steel bolted connections to the underside of the stairs. With a failed bolted connection in one location, the unbraced height of the wall is likely more than what was originally designed
- Therefore, the failed bolted connection represents a structural concern for the stability of the wall.

#### 4.0 CONCLUSIONS AND RECOMMENDATIONS

Based on our review of the available building construction documents and our observations on site, it is our opinion that both the exterior wall and the stairs have significant structural concerns, which should be addressed immediately.

The condition of the stairs suggests a potential risk to the occupants. In particular, these stairs are intended to provide alternate egress in the event of a fire or other emergency.

This condition should be addressed immediately. We recommend the installation of temporary shoring in the short term until a permanent solution can be implemented.



We recommend the following:

- .1 Installation of temporary shoring for the stairs.
- .2 Installation of a temporary stabilization for the exterior wall.

## 5.0 LIMITS OF COMMISSION

The Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify hidden elements or portions of a building. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel, under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain conditions. This is because these conditions are hidden and therefore cannot be considered in the development of a site review. For similar reasons, actual conditions that the design professional properly inferred to exist between examined conditions may differ significantly from those that actually exist.

This report has been prepared in accordance with generally accepted engineering practices. No other warranties, expressed or implied, are made as to the professional services provided.

Services performed and outlined in this report were based, in part, upon visual observations of the site and attendant structure. Our opinion cannot be extended to portions of the site that were not reviewed or situations reasonably beyond the control of RJC. If unexpected conditions are encountered at the site, RJC must be notified in order that we may determine if modifications to the conclusions presented here are necessary. Any conclusions, recommendations, or opinions of probable cost presented in this report were determined from the limited information available from visual inspections.

RJC prepared this report for the use of the Client. The material in it reflects RJC's judgement in light of information available to RJC at the time of preparation. Any use that a third party makes of this report, or any reliance or decisions to be based on it, is the responsibility of such third parties. RJC accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.

Yours truly,

READ JONES CHRISTOFFERSEN LTD.



Kevin Kiederer, M.A.Sc., P.Eng., P.E. (WA), I.F.E.E.D.\* AP, F.E.C.  
Associate

KAR/vml

This is **Exhibit "I"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**ANNUAL GENERAL MEETING****STRATA PLAN VR 456 – SPRUCE WEST**

**DATE HELD:** Monday, July 13, 2020  
**LOCATION:** Virtual via Zoom  
**CALL TO ORDER:** 7:00 PM

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**Owners in Attendance:** All 6 strata lot owners were present electronically which under Ministerial Order M 114 are deemed to be in person.

**Guests:** Cynthia Jagger, Goodman Commercial Inc.  
 Mark Goodman, Goodman Commercial Inc.

**Also in Attendance:** J. Garth Cambrey, Court Appointed Administrator

**1. CALL TO ORDER**

The meeting was called to order by the Court Appointed Administrator, Mr. Garth Cambrey, at 7:09 p.m.

Cynthia Jagger and Mark Goodman of Goodman Commercial Inc. (Goodman) were present at the beginning of the meeting to briefly discuss their marketing scheme and answer questions owner might have. Some of the things discussed included:

- Goodman will be attending the building on July 15<sup>th</sup> with photographer to view and take photographs of the building and hopefully 2 suites for marketing brochure – Dan Sonnenschein agreed to provide access to the building and offered his strata lot for photographs.
- Goodman to provide an opinion on value using different approaches. Noted the “wildcard” is the cost to repair the building and suggested a market appraisal be obtained by the strata corporation.
- A listing agreement has been signed and Mr. Cambrey was requested to provide a copy to all owners. There was a question on the September 15, 2020 deadline set out in the marketing Request for Proposal (RFP). Mr. Cambrey advised the deadline was a listing goal in the RFP but clarified it is not a requirement set out in the listing agreement.
- Goodman confirmed it has no relationship with any owner.
- Signage will be placed on the property indicating the property is for sale.
- All showings will be by appointment and access to some or all suites may be required.
- Discussion on current zoning.
- In advance of the meeting, Mr. Cambrey provided owners with a list of items required by Goodman, such as a list of strata lots improvements and chattels that are to be excluded from any purchase and sale agreement – owners will need to provide this information to Mr. Cambrey who will pass it on to Goodman.



Ms. Jagger and Mr. Goodman were excused and left the meeting.

**2. CERTIFICATION OF PROXIES**

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total of six (6) votes.

**3. DETERMINATION OF QUORUM**

Mr. Cambrey advised that the quorum of two (2) votes had been met and he declared that the meeting was competent to proceed with business.

**4. ELECTION OF PERSON TO CHAIR THE MEETING**

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 Court Order.

**5. PROOF OF NOTICE OF MEETING**

Owners were advised that Notice of the Annual General Meeting was distributed in accordance with the Bylaws and the Strata Property Act.

It was **MOVED AND SECONDED (201/301)**

That Proof of Notice of the Meeting be accepted.

A poll vote was taken and the resolution to accept proof of notice of the meeting was declared

**CARRIED UNANIMOUSLY**

**6. APPROVAL OF AGENDA**

It was **MOVED AND SECONDED (501/601)**

That the Agenda distributed with the Notice of Meeting be approved as circulated.

A poll vote was taken and the resolution to approve the agenda was declared

**CARRIED UNANIMOUSLY**

**7. APPROVAL OF THE PREVIOUS MINUTES**

It was **MOVED AND SECONDED (301/401)** to adopt the previous Special General Meeting minutes of October 22 and October 29, 2019 as distributed.

There was discussion about possible outstanding invoices due to Clark Wilson for legal services. The administrator advised no such invoices were brought to his attention, but that he would follow up with Clark Wilson if necessary.

A poll vote was taken and the resolution to approve the previous minutes was declared

**CARRIED (5 votes in favour, 601 abstained)**

## **8. UNFINISHED BUSINESS**

### **a. ¾ Vote Resolution #1 - Special Levy Refund**

It was **MOVED AND SECONDED (301/201)**

#### **WHEREAS:**

At the special general meeting held October 22 and 29, 2019, The Owners, Strata Plan VR 456 ("Strata Corporation") passed a ¾ vote to approve a \$1,800.00 special levy for the purpose of obtaining an updated opinion of probable cost for the building envelope remediation from Read Jones Christoffersen Ltd. ("RJC");

#### **AND WHEREAS**

The Strata Corporation has collected the special levy from all owners but has not taken, and no longer wishes to take, steps to obtain the updated opinion of probable cost from RJC;

#### **BE IT THEREFORE RESOLVED:**

By ¾ vote of Strata Corporation, that the \$1,800 special levy approved on October 29, 2019 be refunded to all strata lots in proportion to unit entitlement and the ¾ vote approved October 29, 2019 be and is hereby rescinded. If special levies are approved later at this meeting, the Strata Corporation may deduct the refund amount due to each strata lot to reduce the amount of other approved special levies.

There was discussion on whether the strata had paid money to RJC for updating the opinion of probable cost.

A poll vote was taken and ¾ Vote Resolution #1 was declared

**CARRIED (5 votes in favour, 401 abstained)**

## **9. REPORT OF ADMINISTRATOR**

Mr. Cambrey owners were advised of the strata corporation affairs by way of regular email updates and he had nothing further to report at this time.

## **10. REPORT ON INSURANCE**

Mr. Cambrey noted a summary of the insurance coverage carried by the Strata Corporation was attached to the AGM Notice and that details leading up to the insurance renewal on June 1, 2020 were previously provided to all owners.

## **11. RATIFICATION OF RULES**

Mr. Cambrey advised he was not aware of the adoption of any rules being that required ratification. There was no further discussion.

## **12. APPROVAL OF BUDGET**

It was **MOVED AND SECONDED (501/601)**

That the operating budget attached to the Notice of Meeting authorizing \$29,957 in income and expenditures, and the contingency reserve fund budget authorizing \$2,996 in income be approved as circulated.

Dr. Mok remarked that discussion at the information meeting held June 3, 2020 included discussion about "variances" on the part of the treasurer and questioned what, if anything came from that discussion.

Mr Cambrey reported that following the information meeting he was made aware of fire stopping work being completed in the exit stairs (that is or was falling out) allegedly without proper approval. It is also alleged that the work completed would cost about \$13,000 to remove, according to the Columbia Seal quotation obtained in 2019 for the fire stopping repair. Dan Sonnenschein commented that Columbia Seal was in contact with the City of Vancouver when preparing its quotation.

Mr Cambrey advised the fire stopping repairs remain unresolved, as the work has not been completed. He further advised that the matter of fire stopping repairs was on the agenda and would be considered when the matter of the outstanding City Work Order was discussed.

The matter of banking arrangements suggested by Mr. Cambrey was briefly discussed.

A poll vote was taken and the budget was declared

**CARRIED (5 votes in favour, 401 abstained)**

Mr. Cambrey advised the approved budget and new strata fees are effective August 1, 2020.

**Financial Information for the Period Ending April 30, 2020**

Mr. Cambrey referred owners to the financial information for the fiscal year ending April 30, 2017 attached to the Notice of Meeting. He noted that approval of the financial information is not required under the provisions of the *Strata Property Act*.

There was no discussion.

**13. NEW BUSINESS**

**a. ¾ Vote Resolution #2 - Waiver of Depreciation Report**

It was **MOVED AND SECONDED (501/601)**

**WHEREAS:**

The Owners, Strata Plan VR 456, ("Strata Corporation") wish to defer obtaining a Depreciation Report as required under section 94 of the *Strata Property Act* until the conclusion of the Administrator's appointment;

**BE IT RESOLVED:**

By a ¾ vote of the Strata Corporation that the requirement for the Strata Corporation to obtain a Depreciation Report is waived.

A poll vote was taken on 3/4 Vote Resolution #2 and it was declared

**CARRIED UNANIMOUSLY**

**b. ¾ Vote Resolution #3 – City Work Order**

It was **MOVED AND SECONDED (501/601)**

**WHEREAS:**

The City of Vancouver ("City") has issued a work order ("City Work Order") for The Owners, Strata Plan VR 456 ("Strata Corporation") to immediately repair the exit stairs in its building;

**AND WHEREAS:**

The Administrator has obtained a proposal dated June 16, 2020 from Read Jones Christoffersen Ltd. ("RJC") to design and oversee the repairs necessary to satisfy the City Work Order for an estimated fee of \$8,000;

**AND WHEREAS:**

The Administrator has, with the assistance of RJC, estimated the cost of the exit stair repairs, including RJC's fees, to be approximately \$50,000;

**BE IT RESOLVED**

By a ¾ Vote of the Strata Corporation, that a special levy in the aggregate amount of Fifty Thousand Dollars (\$50,000) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying RJC to design temporary shoring to eliminate the life safety risk of the exit stairs, and oversee the temporary shoring work and fire stopping installation in accordance with its June 16, 2020 proposal and the City Work Order. Such special levy shall be due immediately but may be paid, for convenience purposes only, in 4 equal installments due July 1, August 1, Sept 1 and October 1, 2020 in proportion with unit entitlement as set out in Schedule "A", below.

**SCHEDULE "A"**

**THE OWNERS, STRATA PLAN VR 456 - Spruce West**  
**SPECIAL LEVY SCHEDULE**  
City Work Order

TOTAL SPECIAL LEVY		\$50,000.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$8.71384

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY	Equal Installments due July 1, August 1, September 1 & October 1, 2020
1	101	984	\$8,574.42	\$2,143.61
2	201	977	8,513.42	2,128.36
3	301	977	8,513.42	2,128.36
4	401	977	8,513.42	2,128.36
5	501	977	8,513.42	2,128.36
6	601	846	7,371.91	1,842.98
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$50,000.01</b>	<b>\$12,500.03</b>

Mr. Cambrey advised that he was obligated to have the work ordered by the City completed based on his discussions with the City inspector about the life safety issue with the stairs as identified by RJC in its recent report. There was considerable discussion about Strata Corporation's obligation to complete the work ordered by the City and comments that a different engineer with RJC had previously stated the exit stairs were not a life safety issue.

It was then **MOVED AND SECONDED (401/201)**

That  $\frac{3}{4}$  Vote Resolution #3 be amended to require equal instalment payments on August 1, September 1, October 1 and November 1, 2020.

A poll vote was taken on the amendment and it was declared

**CARRIED UNANIMOUSLY**

Following discussion, a poll vote was taken on  $\frac{3}{4}$  Vote Resolution #3 as amended and it was declared

**CARRIED (5 votes in favour, 401 abstained)**

c.  **$\frac{3}{4}$  Vote Resolution #4 – RJC and Fairlane Expenses**

It was **MOVED AND SECONDED (601/301)**

WHEREAS:

The Owners, Strata Plan VR 456 ("Strata Corporation") has received invoice #317168 dated May 26, 2020 from Read Jones Christoffersen ("RJC") in the amount of \$2,052.75 for an opinion on the structural integrity of the building's exit stairs as requested by the Administrator;

AND WHEREAS:

The Strata Corporation has received three repair estimates (2463, 2464, and 2465) dated November 8, 2019 from Fairlane Fire Protection Ltd. ("Fairlane) totaling \$2,282.29 and wishes to proceed with the quoted repairs;

AND WHEREAS:

The Strata Corporation does not have sufficient money in its operating or contingency reserve funds to pay for the RJC invoice and quoted Fairlane repairs;

BE IT RESOLVED

By a  $\frac{3}{4}$  vote of the Strata Corporation, that a special levy in the aggregate amount of Four Thousand Five Hundred Dollars (\$4,500) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying RJC invoice #317168 and Fairlane repairs set out in estimates 2463, 2464 and 2465. Such special levy shall be due immediately but may be paid, for convenience purposes only, on July 1, 2020 as set out in Schedule "B" below.

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**SCHEDULE "B"**

**THE OWNERS, STRATA PLAN VR 456 - Spruce West  
SPECIAL LEVY SCHEDULE  
Fairlane Fire Protection and RJC Expenses**

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TOTAL SPECIAL LEVY		\$4,500.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$0.78425

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STRATA LOF	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY
1	101	984	\$771.70
2	201	977	766.21
3	301	977	766.21
4	401	977	766.21
5	501	977	766.21
6	601	846	663.47
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$4,500.01</b>

Following discussion, a poll vote was taken and  $\frac{3}{4}$  Vote Resolution #4 was declared

**DEFEATED (3 votes in favour, 101, 201 and 401 opposed)**

**d.  $\frac{3}{4}$  Vote Resolution #5 – Administrator Fees and Disbursements**

It was **MOVED AND SECONDED (501/601)**

**WHEREAS:**

The Owners, Strata Plan VR 456 ("Strata Corporation") is required to pay Administrator fees and disbursements from its operating or contingency reserve fund pursuant to the BC Supreme Court consent order dated April 17, 2020;

**AND WHEREAS:**

The Strata Corporation has received invoice #1523 dated June 11, 2020 from the Administrator in the amount of \$4,885.00 and is not presently able to pay the invoice due to the current fund account balances and projected expenses;

**AND WHEREAS:**

The Strata Corporation wishes to raise funds to pay for Administrator invoices, including invoice #1523 already received;

**BE IT RESOLVED**

By a  $\frac{3}{4}$  vote of the Strata Corporation, that a special levy in the aggregate amount of Twenty-One Thousand Dollars (\$21,000) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of increasing the contingency reserve fund and to pay the Administrator's invoices. Such special Levy shall be due immediately but may be paid, for convenience purposes only, in 3 equal installments on July 1, August 1, and September 1, 2020 as set out in Schedule "C" below.

**SCHEDULE "C"**

**THE OWNERS, STRATA PLAN VR 456 - Spruce West  
SPECIAL LEVY SCHEDULE  
Administrator Fees & Disbursements**

TOTAL SPECIAL LEVY				\$21,000.00
TOTAL UNIT ENTITLEMENT		5,738		
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT				\$3.65981
STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY	Equal installments due July 1, August 1, and September 1, 2020
1	101	984	\$3,601.25	\$1,200.42
2	201	977	3,575.64	1,191.88
3	301	977	3,575.64	1,191.88
4	401	977	3,575.64	1,191.88
5	501	977	3,575.64	1,191.88
6	601	846	3,096.20	1,032.07
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$21,000.01</b>	<b>\$7,000.01</b>

Michelle Bergeron Mok requested clarification on a recent July 8, 2020 invoice from Lesperance Mendes forming part of Mr. Cambrey's invoice for June 2020 services. Mr. Cambrey advised he would obtain further details from Paul Mendes.

Dr. Mok raised the possibility of the strata corporation retaining legal counsel. Mr. Cambrey advised that Paul Mendes, although retained by Mr. Cambrey, is effectively acting for the strata corporation because Mr. Cambrey, as Administrator, must act in the best interests of the strata corporation. He also stated that in the case of a dispute between Mr. Cambrey and the strata corporation, Mr. Mendes would not be able to assist the strata corporation.

Mr. Cambrey advised that if the strata corporation wanted to retain separate legal counsel, he would provide assistance.



It was then **MOVED AND SECONDED (601/301)**

That ¾ Vote Resolution #5 be amended to require equal instalment payments on August 1, September 1, and October 1, 2020.

A poll vote was taken on the amendment and it was declared

**CARRIED UNANIMOUSLY**

Following discussion, a poll vote was taken on ¾ Vote Resolution #5 as amended and it was declared

**CARRIED (5 votes in favour, 401 abstained)**

e. **¾ Vote Resolution #6 – Market Appraisal**

¾ Vote Resolution #6 proposing a special levy for the purpose of obtaining a market appraisal on the property was moved by 601. Given the motion was not seconded, ¾ Vote Resolution #6 was not discussed.

**14. ADJOURNMENT**

There being no further business owners were thanked for their attendance and the meeting was terminated at 9:40 p.m.

This is Exhibit "J" referred to in the affidavit of ,

Garth Cambrey affirmed before me on

June 14, 2021

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** Megan Buchanan  
**To:** Megan Buchanan  
**Subject:** FW: VR 456 - Property Purchase and Sale Update  
**Date:** Saturday, June 12, 2020 9:31:34 PM

---

Megan Buchanan  
 Associate Lawyer

550 - 540 Howe Street  
 Vancouver, BC V6L 2G1

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Please consider the environment before printing this email.

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Thursday, October 29, 2020 9:15 AM  
**To:** 'agnes' <[kaolmui@shaw.ca](mailto:kaolmui@shaw.ca)>; [ptovbis@outlook.com](mailto:ptovbis@outlook.com); 'Michelle Bergeron' <[modmod@telus.net](mailto:modmod@telus.net)>; Dr. James Mok <[docmok@shaw.ca](mailto:docmok@shaw.ca)>; 'MacLennan Sisters' <[macLennan3430@gmail.com](mailto:macLennan3430@gmail.com)>; 'Dan Sonnenschein' <[dans@portal.ca](mailto:dans@portal.ca)>  
**Subject:** RE: VR 456 - Property Purchase and Sale Update

Dear Owners,

As earlier reported, the LOI deadline for completing the purchase and sale agreement was extended to today, October 29<sup>th</sup>. However, the draft purchase and sale agreement was only recently finalized and was not provided to the purchaser's lawyer until October 26<sup>th</sup>. Given the tight 3-day timeline, I have agreed to further extend the LOI deadline for completion of the purchase and sale agreement for about 2 week , until November 6, 2020.

I will continue to keep you informed as things progress.

Regards,

Garth Cambrey

---

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Monday, October 19, 2020 6:32 PM  
**To:** 'agnes'; [ptovbis@outlook.com](mailto:ptovbis@outlook.com); 'Michelle Bergeron'; Dr. James Mok ([docmok@shaw.ca](mailto:docmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update  
**Importance:** High

Dear owners,

This is to confirm that I received replies from 4 of the 5 owners (representing 5 of the 6, or 83.3% of strata corporation votes) agreeing to the revised offer of \$3.3 million from Butterscotch. The Mok's of #901 do not agree.

As a result, I will be moving forward with preparing and negotiating the purchase and sale agreement in line with the terms of the LOI and Butterscotch's "unconditional" offer. I will keep you informed as thing progress.

Regards,

Garth Cambrey

---

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Sunday, October 11, 2020 11:35 AM  
**To:** 'agnes'; [ptovbis@outlook.com](mailto:ptovbis@outlook.com); 'Michelle Bergeron'; Dr. James Mok ([docmok@shaw.ca](mailto:docmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update

Dear owners,

Last Friday, I was informed by Mark Goodman that Butterscotch was *not* going to proceed with the terms of the LOI because it could not "make the numbers work" at the offered price of \$3.9 million. After further discussion with Butterscotch, Mark advised that Butterscotch was prepared to proceed with an "unconditional" sale at the purchase price of \$3.3 million. I asked for and received an email from Butterscotch confirming Mark's advice. My understanding is that by "unconditional", Butterscotch means there would be no purchase's conditions and the sale will only be conditional on completion of the court process for winding up the strata corporation, or the 100% sale option.

I am sure the revised amount is disappointing to you, but it is Goodman's opinion that \$3.3 million is a reasonable price based on the building's condition and current circumstances. I agree that a higher price is unlikely at this time considering other sale options available and the original pricing analysis provided by Goodman.

In considering other sale options currently available, Cynthia Jagger provided an email exchange she had with OpenForm yesterday. OpenForm expressed a continued interest in purchasing the property but did not indicate a purchase price. However, when they pulled out of the previous LOI, indications were that their acceptable price was about \$2.5 million. You will also recall Goodman's discussion at the July 13<sup>th</sup> SGM where it was explained that other verbal and email offers were mostly in the \$2.5 million range or less. On the handout sheet prepared by Goodman and given to owners at the SGM "Offer 4" was noted as a \$3.5 million conditional email offer. In reviewing this with Mark, he feels the amount was certainly not firm or formal, and does not suggest pursuing that potential purchaser based on the current revised offer from Butterscotch.

I have also considered Goodman's July 21, 2020 pricing analysis that was provided previously and is also attached to this email. Although the revised price offer by Butterscotch is slightly below the suggested value range, it is in line with the first 2 options noted on page 3 of the document. I note that options 3 and 4 were theoretical and did not include the cost of demolishing the building. Further, there is now actual market information received from interested parties that establishes the current market value of the property.

I say this not to try and persuade you to accept the revised price, but to make you aware that, based on my discussions with Goodman, this is likely the highest value the current market will support.

In light of the current circumstances, the LOI deadline for completing the purchase and sale agreement has been extended to October 20<sup>th</sup> to allow me time to consult with you about this change in purchase price. Please consider this email as beginning my consultation process with you for the \$3.3 million offer. I ask that you provide me with your email response **no later than 5 pm on Monday, October 19, 2020** either agreeing to or opposing the \$3.3 million purchase price. I will consider your position on pursuing a 100% sale unchanged from your previous email unless you advise me otherwise.

**I remind you that the terms of the LOI and this proposed revision are confidential and can only be disclosed to your legal and/or financial advisors. I also encourage you to seek independent legal advice on this proposal and the terms of the LOI if you have not done so already.**

Please do not hesitate to contact me if you have any questions.

Should I receive approval from owners representing 80% of the strata corporation's votes or more, I will proceed with executing a further amendment to the LOI to reflect a \$3.3 million price and continue with finalizing a related purchase and sale agreement. If I receive approval from owners representing less than 80% of the strata corporation's votes, I will call a meeting of the strata corporation to consider next steps.

Regards,

J. Garth Cambrey, B. Comm., C. Arb., RT  
 Administrator  
 C/o #1300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K3  
 Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

-----  
**From:** J. Garth Cambrey [<mailto:jncambrey@shaw.ca>]  
**Sent:** Friday, October 01, 2020 6:33 PM  
**To:** 'agies'; 'pkovbis@outlook.com'; 'Michelle Bergeron'; Dr. James Mok ([drjcmok@shaw.ca](mailto:drjcmok@shaw.ca)); 'Maclennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update  
**Importance:** High

Dear owners,

Thank you for responding to my September 23, 2020 email below. I confirm that 4 of the 5 owners representing 5 of the 6 strata lots and 83.33% of the votes confirmed their agreement to accept the Butterscotch LOI and also confirmed their agreement to proceed with a 100% sale if that opportunity arises.

The owners of strata lot 4 (unit 401) were the opposed to accepting the Butterscotch LOI and a 100% sale. They also stated they were not interested in proceeding with the wind up of Strata VR456 however, that is not an option.

Based on the terms of the April 17, 2020 Consent Order, I will pursue the voluntary windup of the strata corporation consistent with the terms of the Butterscotch LOI. Specifically, I will advise Butterscotch that I am satisfied the First Purchaser's Condition has been met no later than the end of the day tomorrow.

The immediate next step is to execute an agreement of purchase and sale with Butterscotch within 2 weeks, or by October 16, 2020. Butterscotch will then have 5 days to increase its deposit from \$100,000 to \$200,000 and 10 days to confirm it is satisfied with the results of any environmental and geotechnical investigations of the property and the physical condition of the building. Provided Butterscotch does these things, I will call a special general meeting to consider a formal vote to windup the strata corporation.

I will keep you updated as things progress.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RJ  
 Administrator  
 C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
 Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

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**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Wednesday, September 23, 2020 6:06 PM  
**To:** 'agnes'; 'ptovbis@outlook.com'; 'Michelle Bergeron'; Dr. James Mok ([docmok@shaw.ca](mailto:docmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** VR 456 - Property Purchase and Sale Update

Dear owners,

Further to my earlier email of September 20, 2020 below, I attach for your review and reference an executed letter of intent (LOI) between the strata corporation and Butterscotch Holdings Inc. (Butterscotch). **Please be advised that the attached LOI and its terms are confidential and can only be disclosed to your legal and/or financial advisors.**

The attached LOI is similar to the one signed with OpenForm except the intended purchase price is \$3.5 million, the deposit amounts are higher with a final total of \$800,000, and there is a shorter time frame of 10 days after the purchase and sale agreement is signed for Butterscotch to complete its property investigation. Also, there is no requirement for me to call a meeting of the strata corporation to determine if there is sufficient interest to move forward with a voluntary wind up of the strata corporation with a liquidator as we have discussed and as is set out in my mandate. Rather than a meeting, the LOI requires that I consult with you in order to determine if there is sufficient interest to proceed with the wind up. A comparison of the OpenForm LOI and the attached Butterscotch LOI are summarized in the table below for your convenience.

Please consider this email as beginning my consultation process with you. I ask that you provide me with your email response **no later than 5 pm on October 1, 2020** either agreeing to or opposing the terms of the attached LOI. Butterscotch has advised Goodman that it is open to purchasing all strata lots directly from individual owners (100% sale) as we have previously discussed. Therefore, I also request you inform me in your email reply whether you are agreeable to proceeding with a 100% sale if that opportunity arises. **You are encouraged obtain independent legal advice on the terms of the LOI before you give me your response.**

Please do not hesitate to contact me if you have any questions.

Note a site visit will be conducted Friday, September 25<sup>th</sup> commencing at 11 am.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RJ  
 Administrator  
 C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
 Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

Page	OpenForm Properties Ltd	Butterscotch Holdings Inc.
1	<ul style="list-style-type: none"> <li>• Same</li> </ul>	<ul style="list-style-type: none"> <li>• Same</li> </ul>
2	<ul style="list-style-type: none"> <li>• 1. Purchaser – OpenForm Properties</li> <li>• 4. Purchase Price - \$4,350,000</li> <li>• 5(a). Deposit - \$75,000 (Terra Law)</li> </ul>	<ul style="list-style-type: none"> <li>• 1. Purchaser – Butterscotch Holdings Inc.</li> <li>• 4. Purchase Price - \$3,900,000</li> <li>• 5(a) Deposit - \$100,000 (Madaisky &amp; Company)</li> </ul>

	<ul style="list-style-type: none"> <li>5(b) 1<sup>st</sup> Condition Deposit increase – to \$150,000</li> </ul>	<ul style="list-style-type: none"> <li>5(b) 1<sup>st</sup> Condition Deposit Increase – to \$200,000</li> </ul>
3	<ul style="list-style-type: none"> <li>5(c) 2<sup>nd</sup> Condition Deposit increase – to \$260,000</li> <li>6(a) 1<sup>st</sup> vendor's Condition within acceptance of the LOI and the Administrator meeting with the owners.</li> <li>6(b). <b>Conditions Precedent</b>– written waiver 21 days after mutual execution of Agreement</li> </ul>	<ul style="list-style-type: none"> <li>5(c) 2<sup>nd</sup> Condition Deposit increase – to \$300,000</li> <li>6(a) 1<sup>st</sup> vendor's Condition within acceptance of the LOI and consultation by the Administrator with the owners.</li> <li>6(b). <b>Conditions Precedent</b>–written waiver 10 days after mutual execution of Agreement</li> </ul>
4	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
5	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
6	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
7	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
8	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
9	<ul style="list-style-type: none"> <li>20. Acceptance – August 7<sup>th</sup>, 2020</li> </ul>	<ul style="list-style-type: none"> <li>20. Acceptance – September 25<sup>th</sup>, 2020</li> </ul>

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Sunday, September 20, 2020 3:55 PM  
**To:** 'agnes'; 'ptovbis@outlook.com'; 'Michelle Bergeron'; Dr. James Mok ([drmok@shaw.ca](mailto:drmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sommerstein'  
**Subject:** OpenForm Update

Dear owners,

I regret to advise that OpenForm has advised Goodman that it will not be moving forward with completion of the purchase and sale of the property.

I have asked Mark Goodman to contact the party that provided the other letter of intent to see if they are still interested and will advise you within the week.

Regards,

J. Garth Cambrey, B. Comm., C. Arb., RE  
 Administrator  
 C/o #2000-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
 Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

This is **Exhibit "K"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021



---

A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** Megan Buchanan  
**To:** Megan Buchanan  
**Subject:** FW: VR 456 - City Work Order Update and December SGM  
**Date:** Saturday, June 12, 2021 7:47:00 PM  
**Attachments:** [VAN.122220.0006-DWG-20200929-HBi-Temporary Shoring-IFP.pdf](#)  
[527R1 - RJC - 1089 West 13th Ave - Staircase Shoring Firestopping.pdf](#)  
[Heatherbrae Bid Letter Rev. B.PDF](#)  
[HKM Proposal - VAN.122220.0006 R1.pdf](#)

---

## Megan Buchanan

Associate Lawyer

550 – 800 Howe Street  
Vancouver, BC V6Z 2M4

c 604 230 6139

w 604 674 9902  
f 604 685 7505

o [mjb@smlaw.ca](mailto:mjb@smlaw.ca)  
w [smlaw.ca](http://smlaw.ca)

### CONFIDENTIALITY NOTICE

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*Please consider the environment before printing this email.*

**From:** J. Garth Cambrey [mailto:[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)]

**Sent:** Tuesday, November 3, 2020 5:34 PM

**To:** 'agnes' <[caolmui@shaw.ca](mailto:caolmui@shaw.ca)>; [ptovbis@outlook.com](mailto:ptovbis@outlook.com); 'Michelle Bergeron' <[modmod@telus.net](mailto:modmod@telus.net)>; Dr. James Mok <[docmok@shaw.ca](mailto:docmok@shaw.ca)>; 'MacLennan Sisters' <[macleannan3430@gmail.com](mailto:macleannan3430@gmail.com)>; 'Dan Sommerischein' <[dans@portal.ca](mailto:dans@portal.ca)>

**Subject:** VR 456 - City Work Order Update and December SGM

Dear Owners,

As noted in my First Report dated October 16, 2020, I received the design drawings from RJC on September 21, 2020 and discussed the next steps with RJC on September 25, 2020. The drawings contained both a permanent stair repair and a temporary stair repair because RJC determined the permanent repair might not be significantly more expensive. I then instructed RJC to obtain pricing on both options from three contractors familiar with this type of work, including the fire stopping. I recently received the pricing and discussed the results and next steps with RJC on October 27, 2020.

The table below is a summary of the bids prepared by RJC. Option 1 is temporary shoring and scaffolding rental costs. Option 2 is a permanent stair repair and fire stopping. The three bids are attached. I also attach the drawings prepared by RJC, which were used by the contractors as a scope



of work on which to bid.

### 1089 W 13th Ave - Temporary Shoring and Fire Stopping Bid Results

Contractor	Lump sum for Option 1 including 12 months of rental (Excl GST)	Initial Cost of Installation of Option 1 (Excl GST)	Cost for Option 1 - Temporary Scaffolding (Monthly Rental Excl GST)	Cost for Option 2 - HSS Beams permanently installed (excl GST)
Heatherbrae Builders CO. LTD		\$19,400.00	\$1,600.00	\$67,000.00
WEST COAST BUILDING RESTORATION INC (WCBR)		\$10,752.00	\$823.20	\$65,211.50
HODGSON KING & MARBLE LTD. (HKM)	\$77,575.00		\$1,635.00	\$55,705.00

Based on the expectations of the City for a permanent repair and that this repair obligation has been disclosed to Butterscotch Holdings, it would be prudent to complete the permanent repairs under option 2. However, you will recall that \$50,000 was raised by special levy at the July 13, 2020 annual general meeting, which is insufficient to complete the work. Therefore, I am working with RIC to get a final estimate on costs for this work that include engineering fees and a reasonable contingency allowance. It is my intention to call a special general meeting during the second week of December to propose a ¾ vote resolution to raise sufficient funds to complete permanent repairs to the exit stairs that will satisfy the City Work Order.

At that same December meeting I also intend on raising additional funds for my fees and disbursements by special levy as I strongly suspect there will insufficient funds to pay my fees and disbursements to the end of my current term, projected to end April 16, 2020.

Finally, provided the purchase and sale agreement is executed with Butterscotch and the first purchaser's condition (satisfaction with environmental and geotechnical investigations, and the physical condition of the building) is removed, as Butterscotch has indicated it will do, I also intend on proposing an additional \$50,000 special levy for legal fees to move forward with the wind up and sale of the strata property. The formal 80% vote to approve the wind up and sale of the strata and the appointment of a liquidator as required under the *Strata Property Act* will be held early in the New Year to allow sufficient time to prepare the required materials.

Regards,  
Garth Cambrey

LIST OF STRUCTURAL DRAWINGS 87

SK-01	SKIRM PLAN
SK-02	SKIRM SECTION
SK-03	SKIRM ELEVATION
SK-04	SKIRM DETAIL

**DRAWINGS**

1. SKIRM PLAN AND SECTION. THE SKIRM PLAN SHOWS THE LOCATION OF THE SKIRM AND THE SKIRM SECTION SHOWS THE SKIRM IN SECTION. THE SKIRM ELEVATION SHOWS THE SKIRM IN ELEVATION. THE SKIRM DETAIL SHOWS THE SKIRM IN DETAIL.
2. SKIRM PLAN AND SECTION. THE SKIRM PLAN SHOWS THE LOCATION OF THE SKIRM AND THE SKIRM SECTION SHOWS THE SKIRM IN SECTION. THE SKIRM ELEVATION SHOWS THE SKIRM IN ELEVATION. THE SKIRM DETAIL SHOWS THE SKIRM IN DETAIL.
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4. SKIRM PLAN AND SECTION. THE SKIRM PLAN SHOWS THE LOCATION OF THE SKIRM AND THE SKIRM SECTION SHOWS THE SKIRM IN SECTION. THE SKIRM ELEVATION SHOWS THE SKIRM IN ELEVATION. THE SKIRM DETAIL SHOWS THE SKIRM IN DETAIL.
5. SKIRM PLAN AND SECTION. THE SKIRM PLAN SHOWS THE LOCATION OF THE SKIRM AND THE SKIRM SECTION SHOWS THE SKIRM IN SECTION. THE SKIRM ELEVATION SHOWS THE SKIRM IN ELEVATION. THE SKIRM DETAIL SHOWS THE SKIRM IN DETAIL.

**GENERAL**

1. THE SKIRM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CANADIAN BUILDCODE.
2. THE SKIRM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CANADIAN BUILDCODE.
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ABBREVIATIONS

1	1/2"	1/2 INCH
2	3/4"	3/4 INCH
3	1"	1 INCH
4	1 1/2"	1 1/2 INCH
5	2"	2 INCH
6	2 1/2"	2 1/2 INCH
7	3"	3 INCH
8	3 1/2"	3 1/2 INCH
9	4"	4 INCH
10	4 1/2"	4 1/2 INCH
11	5"	5 INCH
12	5 1/2"	5 1/2 INCH
13	6"	6 INCH
14	6 1/2"	6 1/2 INCH
15	7"	7 INCH
16	7 1/2"	7 1/2 INCH
17	8"	8 INCH
18	8 1/2"	8 1/2 INCH
19	9"	9 INCH
20	9 1/2"	9 1/2 INCH
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95	47"	47 INCH
96	47 1/2"	47 1/2 INCH
97	48"	48 INCH
98	48 1/2"	48 1/2 INCH
99	49"	49 INCH
100	49 1/2"	49 1/2 INCH

**DESIGN CODE**

1. THE SKIRM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CANADIAN BUILDCODE.
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DESIGN LOADS

1. THE SKIRM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CANADIAN BUILDCODE.

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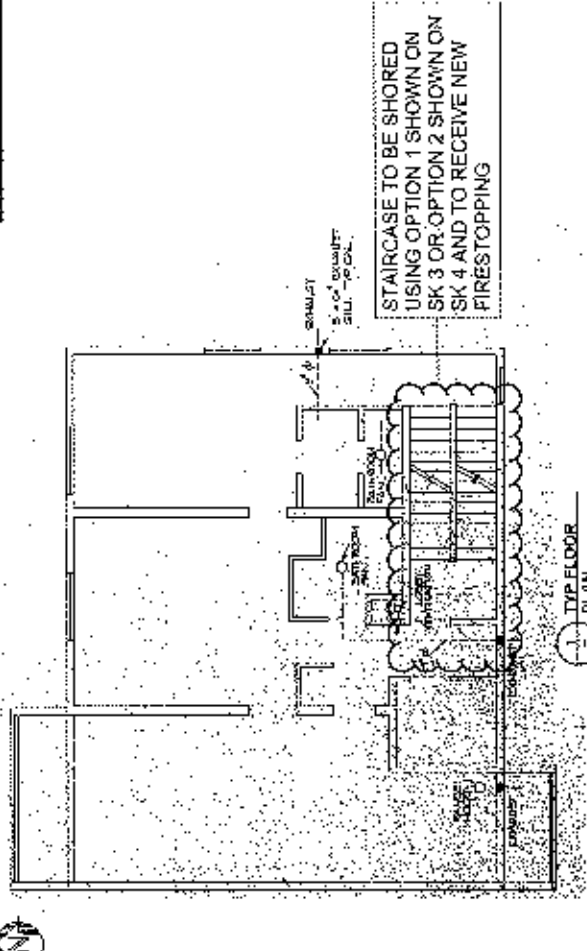
FIELD REVIEW BY READ JAMES CHRISTOPHER (RJC)

1. THE SKIRM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CANADIAN BUILDCODE.

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**NOT FOR CONSTRUCTION**

Project Name: Spruce West-1088 W 13th - Stair Temporary Shoring  
 Drawn By: [Name]  
 Scale: A1:1  
 Date: 2010/06/14  
 Project No.: VAA12226A.0016  
 Sheet Number: 1 OF 4  
 General Notes: [Notes]

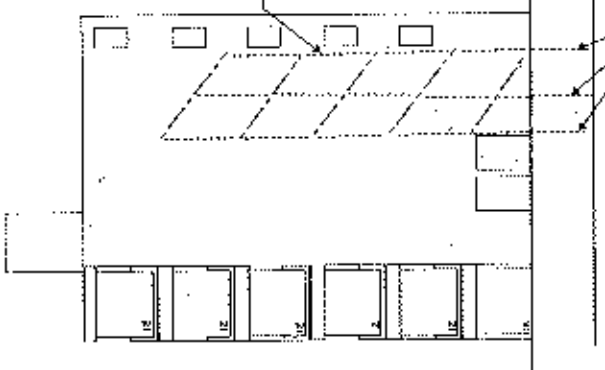


ISSUED FOR BIDDING	REPT 2012-RI
ISSUED FOR CLIENT REVIEW	REPT 2012-HBI
Revision	Date
By	

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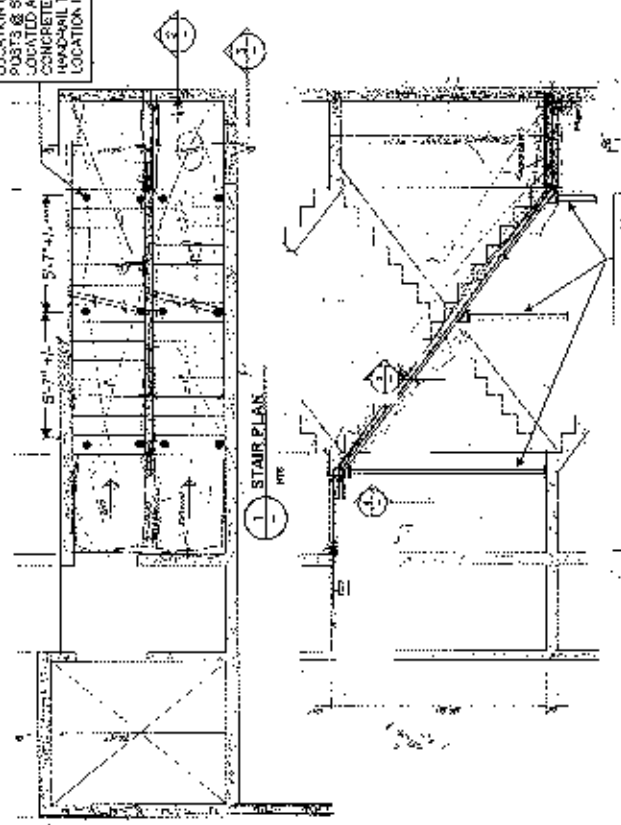


NOTE:  
 - FIRE PROTECTION TO ALL STRUCTURAL STEEL ELEMENTS TO BE DONE BY OTHERS  
 - ALL STRUCTURAL STEEL TO BE HOT DIP GALVANIZED



3 ELEVATION  
 1/16"

LOCATION OF PROPRIETARY SHORING POSTS & STAIRCASE RUN POSTS TO BE LOCATED A MAXIMUM OF 4" AWAY FROM CONCRETE WALL INTO STAIRCASE WIDTH. HAND-RAIL TO BE MODIFIED AT THE POSTS LOCATION IF/AS REQUIRED.

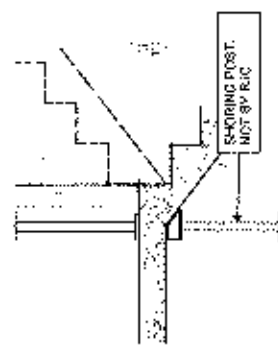


STAIRS

CONCRETE WALL

NEW FIRE STOPPING NOT BY R/C. CONTRACTOR TO CONFIRM WITH FIRE INSURANCE COMPANY. HAVING JURISDICTION DETAIL TYPICAL AT ALL STAIRS. EXISTING DISTURBED FIRE STOPPING TO BE REMOVED AS PART OF WORK.

5 SECTION  
 1/16"

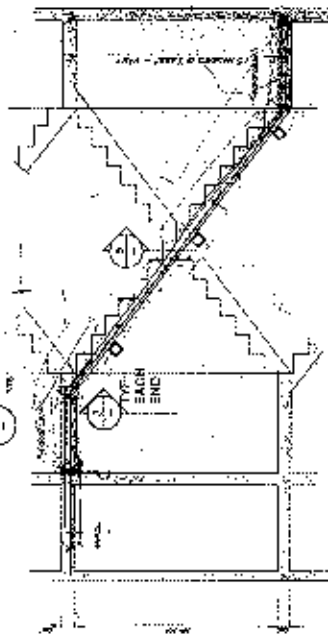
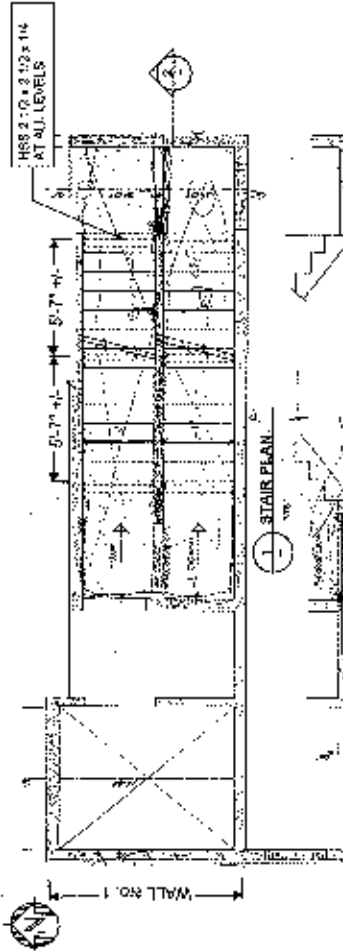


4 ELEVATION  
 1/16"

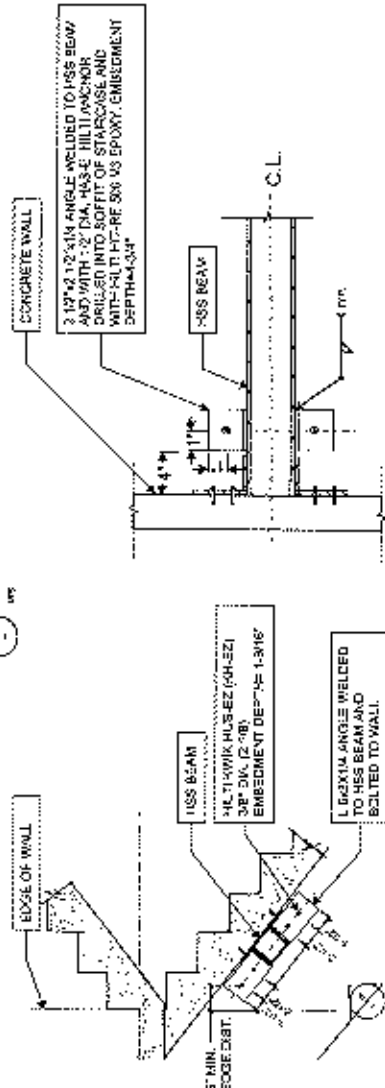
**NOT FOR CONSTRUCTION**

Project Name: Spruce West-1089 W 13th - Stair Temporary Shoring  
 Scale: N.S.S.  
 Date: 2020/09/14  
 Project No.: VAN122220.0000  
 Sketch Title: OPTION 1 - Shoring drawing  
 Sheet Number: 3 OF 4  
 Rev: 00





SECTION 1



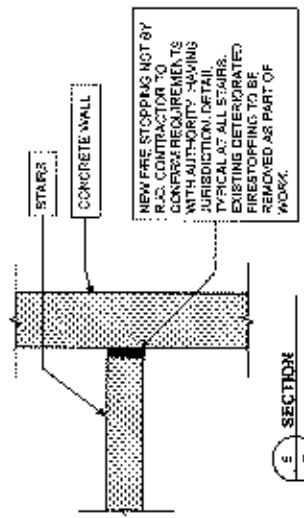
ELEVATION 2

ELEVATION 1

NOTE:  
- FIRE RATING PROTECTION NOT BY SJC IF THIS OPTION IS USED AS PERMANENT REPAIR

NOTE:  
- TEMPORARY SHORING OF STAIRS TO BE ACHIEVED WITH EITHER OPTION 1 SHOWN ON SCS OR OPTION 2 SHOWN ON SK-4.

PRICING NOTE:  
- CONTRACTOR TO PROVIDE SEPARATE PRICES FOR OPTION 1 AND OPTION 2



SECTION 3

Project Name: Spruce West-1088 W 13th - Stair Temporary Shoring  
 Scale: M.T.B.  
 Date: 20220914  
 Project No: VAN-122720.00PM  
 Sheet No: 4 OF 4  
 Rev: 00



NOT FOR CONSTRUCTION



October 15<sup>th</sup> 2020

Quotation: WCB20-527R1

Read Jones Christoffersen  
1285 West Broadway, Suite 300  
Vancouver, BC

Attention: Hugo Bila

**Re: Staircase Shoring & Firestopping  
1089 West 13<sup>th</sup> Ave, Vancouver BC**

We would like to take this time to submit to you our quotation to carry out the following scope of work:

Option #1

- Supply and install temporary shoring in two stairwells as noted in the provided drawings.

***For the sum of \$10,752.00 plus GST Plus Monthly Rental of \$823.20 (per 28 days)***

*Please Note: West Coast Building Restoration Inc. is in good standing with WCB, Bondable, HPO member, member of National Home Warranty, member of BBB, and carry \$5 million in liability insurance.*

Notes:

- The scaffold would consist of beams supported by system scaffold standards. This is a conceptual design and this quote is subject to engineering.
- Engineering includes one stamped and sealed drawing and one site inspection.

Option #2

- BEAMS: 30X 2 1/2 x 2 1/2 x 1/4" sq. tube construction. 3 per staircase.
- BRACKETS: Angle iron welded to beam, bolted to concrete.
- 1.6x3 1/2 x 5/16", 2 each end of beam, 6" side anchored to wall.
- Anchored with HILTI 1/2" Dia HAS-E rod w/ HIT-RE 500 V3 epoxy.
- 1.2 1/2 x 2 1/2 x 1/4", 2 each end, anchoring beam to underneath stairs.
- Anchored with HILTI 1/2" Dia HAS-E rod w/ HIT-RE 500 V3 epoxy.
- Hot dip galvanized.
- Supply engineer stamped drawings.
- Remove and dispose concrete between stairway and base of wall via chipping hammer and grinder.
- Remove and dispose concrete at the head of wall and ceiling (joint fill between staircase and wall).

**Payment Terms:**

Quotation is valid for 90 days. Acceptance of the quotation is subject to our payment terms:  
Net 30 days from invoice date. Interest of 2% per month will be charged on all outstanding balances.



- Supply and install 1" joint +/- 3% movement, class II & III fire rating install backer rod and Tremstop LA+ and tool to smooth finish.

***For the sum of \$65,211.50 plus GST***

*Please Note: West Coast Building Restoration Inc. is in good standing with WCB, Bondable, HPO member, member of National Home Warranty, member of BBB, and carry \$5 million in liability insurance.*

Notes:

- Anchor inspections by 3<sup>rd</sup> party contractor -- not included in quotation.
- Work to be completed during regular business hours.
- Quotation does not allow for working with hazardous materials.

If you have any questions or require further information, please feel free to call our office at (604) 460-9086.

Sincerely,

Al-Haiee (AJ) Jiwa  
West Coast Building Restoration Inc.

**Payment Terms:**

Quotation is valid for 90 days. Acceptance of the quotation is subject to our payment terms:  
Net 30 days from invoice date. Interest of 2% per month will be charged on all outstanding balances.



15<sup>th</sup> October 2020

**c/o Read Jones Christoffersen Ltd**

Strata VAS456  
Spruce West,  
1089 West 13<sup>th</sup> Avenue,  
Vanouver,  
V6H 1N1

**Re: Spruce West, 1089 West 13th Avenue – Stair Temporary Shoring**

Attention: Hugo Bila

We have reviewed Project No. VAN.122220.0006 drawings issued by Read Jones Christoffersen Engineers and relied upon a site visit for the proposed works to put together our costs. Please review our below cost related to Spruce West, 1089 West 13<sup>th</sup> Avenue.

**Option 1 – Temporary Shoring - Scaffold;**

- Erect Shoring Post's to the underside of the existing concrete staircase.
- Removal of existing fire stopping and reinstatement of new.

Monthly Rental Cost: **\$1,600.00 excl. G.S.T**

Additional Cost to Install Shoring Post & Fire Stopping : **\$19,400 excl. G.S.T**

**Option 2 – Temporary Shoring – HSS Beams;**

- Supply & Install HSS Bracing Beams to the underside of the existing concrete staircase.
- Removal of existing fire stopping and reinstatement of new.

Total Cost to supply & Install HSS Bracing Beams: **\$67,000.00 excl. G.S.T**

Sincerely

Ryan McCormick

Following Items have not been included:

- *Bonding, if you would like this project to be bonded we can provide a price*
- *G.S.T*
- *Consultant Fees*
- 

Clarifications:

- *Fire stopping has been based on a 2hr fire assembly rating. Owner's / Client's code consultant to confirm Fire stopping Assembly.*
- *Monthly Shoring Rental Cost includes a monthly inspection*





Proposal No. Z0914

October 15th, 2020

Read Jones Christofferson Ltd.  
 1285 West Broadway, Suite 300  
 Vancouver, British Columbia  
 V6H 3X8

Attn: Hugo Bila, Design Engineer

HODGSON KING &amp; MARBLE LTD.

OFFICE  
 SUITE 109  
 17957 55 AVE  
 SURREY BC  
 CANADA V3S 6C4

1.604.247.2422

PRINCIPAL  
 KENNETH TOEWS

HKMLTD.COM

RE: **Proposal – Spruce West – Staircase Shoring & Firestopping**  
**Project Address – 1089 W 13<sup>th</sup> Street, Vancouver, British Columbia.**

Dear Hugo,

We are pleased to present you with a proposal for construction services for the Spruce West apartment building at 1089 W 13<sup>th</sup> Street, Vancouver, BC.

The principal area of remediation includes two staircases of six-floors each, inclusive of temporary shoring and firestopping. The project scope includes:

- Option 1 – Supply and install pole-shores, modification of handrails to suit and firestopping as per supplied RJC drawings VAN.122220.0006 dated 2020/09/14.
- Option 2 – Supply and install HSS structural steel and firestopping as per supplied RJC drawings VAN.122220.0006 dated 2020/09/14.

It is our understanding that the client wishes to proceed with the work as soon as possible.

#### Option 1 – Pole Shores

- Remove existing grout as required to install new firestopping assembly.
- Proposed fire-stopping assembly attached.
- Supply and install pole shores, inclusive of shoring engineering and sign-off.
- Remove existing, supply and install new handrails to accommodate pole shore locations.
- Pricing includes **(12) months** of pole shore rental.
- **Monthly rental rate: \$1635.00 + GST**

**Option 1 Lump Sum Price**  
**\$77,575.00 + GST**



**Option 2 – Structural Steel**

- Remove loose grout as required to install new firestopping assembly,
- Proposed fire-stopping assembly attached,
- Supply and install HSS beams as per details 1-4 page 4.

**Option 2 Lump Sum Price**

**\$55,705.00 + GST**

**Conditions**

- Based on regular working hours 7:30am-4:00pm, Monday ~ Friday,
- Clear access to work space required,
- Laydown area in East parking lot for deliveries required,
- Building Permit and inspections by others,
- GST is extra.

Our team is committed to providing RJC Engineers with exceptional service throughout the project. Please do not hesitate to call if you have any questions or concerns.

Yours Truly,

Trevor Little  
*Construction Manager*

**HODGSON KING & MARBLE LTD.**

OFFICE  
SUITE 109  
17957 55 AVE  
SURREY BC  
CANADA V3S 6C4

1.604.247.2422

PRINCIPAL  
KENNETH TOEWS

HKMLTD.COM


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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contract / PO #

This is **Exhibit "L"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June <sup>14</sup>, 2021

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** Meagan Buchanan  
**To:** Meagan Buchanan  
**Subject:** RE: VR 456 - Property Purchase and Sale Update  
**Date:** Saturday, June 12, 2021 7:52:55 PM  
**Attachments:** Fully Executed 20.12.06 Purchase and Sale agreement (VR456 (Windows)) - EXECUTION COPY.pdf

---

**Megan Buchanan**  
 Associate Lawyer

550 - 808 Howe Street  
 Vancouver, BC V6Z 2M6

c. 604 230 6539

w. 604 674 8907  
 f. 604 685 7506

A [mb@vliwa.ca](mailto:mb@vliwa.ca)  
 A [vliwa.ca](http://vliwa.ca)

**STRICTLY CONFIDENTIAL NOTICE**

This e-mail message and any attachments thereto are intended **ONLY** for the use of the individual or entity to whom it is addressed. Unless otherwise indicated, it contains information that is privileged and confidential. If you have received this e-mail in error, please notify the sender immediately and delete this message. Thank you.

Please consider the environment before printing this e-mail.

**From:** J. Garth Cambrey [mailto:gcambrey@shaw.ca]  
**Sent:** Friday, November 6, 2020 5:55 PM  
**To:** 'agnes' <aolsnui@shaw.ca>; ptovbis@outlook.com; 'Michelle Bergeron' <modmod@telus.net>; Dr. James Mok <dormok@shaw.ca>; 'Maclennan Sisters' <maclennan3430@gmail.com>; 'Dan Sonnenschein' <dans@portal.ca>  
**Subject:** RE: VR 456 - Property Purchase and Sale Update

Dear Owners,

I am pleased to advise that the formal Purchase and Sale Agreement (PSA) with Butterscotch was signed today and I enclose a copy for your reference. The LOI no longer applies. I note the PSA has been executed in counterpart so there are 2 pages numbered 21 with a different signature. Please keep this document and its content strictly confidential.

The next step in the wind up and sale process will be to hold an SGM to consider the formal 50% vote to retain a liquidator to wind up the strata corporation noted as the "required resolutions" under clause 5.1(1)(c) of the PSA. I intend on holding this SGM in early January 2021 as there is insufficient time to prepare the required resolutions, locate a liquidator and issue the SGM notice for a meeting to be held before the end of this year.

I note it is still possible to avoid the windup process and related cost if all owners agree to a sell their strata lot directly to the purchaser. The strata will soon begin to incur costs for the windup process so I would encourage Dr. and Ms. Mok to reconsider if this option might be viable and to let me know as soon as possible if it is.

In the meantime, I will call a separate SGM for Tuesday, December 8, 2020 to raise additional funds for my fees and disbursements, legal fees for the windup process, and additional fees required to address the exit stair safety issue required by the City's Work Order, as previously advised. Please mark your calendar for this date at 6:30pm. The meeting will be held via Zoom.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RT  
 Administrator

---

**From:** J. Garth Cambrey [mailto:gcambrey@shaw.ca]  
**Sent:** Thursday, October 29, 2020 9:15 AM  
**To:** 'agnes'; ptovbis@outlook.com; 'Michelle Bergeron'; Dr. James Mok (dormok@shaw.ca); 'Maclennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update

Dear Owners,

As earlier reported, the LOI deadline for completing the purchase and sale agreement was extended to today, October 29<sup>th</sup>. However, the draft purchase and sale agreement was only recently finalized and was not provided to the purchaser's lawyer until October 26<sup>th</sup>. Given the tight 3-day timeline, I have agreed to further extend the LOI deadline for completion of the purchase and sale agreement for about 1 week, until November

5, 2020.

I will continue to keep you informed as things progress.

Regards,  
Garth Cambrey

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**From:** J. Garth Cambrey [mailto:gcambrey@shaw.ca]  
**Sent:** Monday, October 19, 2020 6:32 PM  
**To:** 'agnes'; 'ptovx@s-outlook.com'; 'Michelle Bergeron'; Dr. James Mok [mailto:jmcmok@shaw.ca]; 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update  
**Importance:** High

Dear owners,

This is to confirm that I received replies from 4 of the 5 owners (representing 5 of the 6, or 83.3% of strata corporation votes) agreeing to the revised offer of \$3.3 million from Butterscotch. The Mok's of #411 do not agree.

As a result, I will be moving forward with preparing and negotiating the purchase and sale agreement in line with the terms of the LOI and Butterscotch's "unconditional" offer. I will keep you informed as things progress.

Regards,  
Garth Cambrey

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**From:** J. Garth Cambrey [mailto:gcambrey@shaw.ca]  
**Sent:** Sunday, October 11, 2020 11:35 AM  
**To:** 'agnes'; 'ptovx@s-outlook.com'; 'Michelle Bergeron'; Dr. James Mok [mailto:jmcmok@shaw.ca]; 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update

Dear owners,

Last Friday, I was informed by Mark Goodman that Butterscotch was not going to proceed with the terms of the LOI because it could not "make the numbers work" at the offered price of \$3.0 million. After further discussion with Butterscotch, Mark advised that Butterscotch was prepared to proceed with an "unconditional" sale at the purchase price of \$3.3 million. I asked for and received an email from Butterscotch confirming Mark's advice. My understanding is that by "unconditional", Butterscotch means there would be no purchaser's conditions and the sale will only be conditional on completion of the court process for winding up the strata corporation, or the 100% sale option.

I am sure the revised amount is disappointing to you, but it is Goodman's opinion that \$3.3 million is a reasonable price based on the building's condition and current circumstances. I agree that a higher price is unlikely at this time considering other sale options available and the original pricing analysis provided by Goodman.

In considering other sale options currently available, Cynthia Jagger provided an email exchange she had with OpenForm yesterday. OpenForm expressed a continued interest in purchasing the property but did not indicate a purchase price. However, when they pulled out of the previous LOI, indications were that their acceptable price was about \$2.5 million. You will also recall Goodman's discussion at the July 13<sup>th</sup> SGM where it was explained that other verbal and email offers were mostly in the \$2.5 million range or less. On the handout sheet prepared by Goodman and given to owners at the SGM "Offer 4" was noted as a \$3.5 million conditional email offer. In reviewing this with Mark, he feels the amount was certainly not firm or formal, and does not suggest pursuing that potential purchaser based on the current revised offer from Butterscotch.

I have also considered Goodman's July 21, 2020 pricing analysis that was provided previously and is also attached to this email. Although the revised price offer by Butterscotch is slightly below the suggested value range, it is in line with the first 2 options noted on page 3 of the document. I note that options 3 and 4 were theoretical and did not include the cost of demolishing the building. Further, there is now actual market information received from interested parties that establishes the current market value of the property.

I say this not to try and persuade you to accept the revised price, but to make you aware that, based on my discussions with Goodman, this is likely the highest value the current market will support.

In light of the current circumstances, the LOI deadline for completing the purchase and sale agreement has been extended to October 29<sup>th</sup> to allow me time to consult with you about this change in purchase price. Please consider this email as beginning my consultation process with you for the \$3.3 million offer. Ask that you provide me with your email response no later than 5 pm on Monday, October 19, 2020 either agreeing to or opposing the \$3.3 million purchase price. I will consider your position on pursuing a 100% sale unchanged from your previous email unless you advise me otherwise.

I remind you that the terms of the LOI and this proposed revision are confidential and can only be disclosed to your legal and/or financial advisors. I also encourage you to seek independent legal advice on this proposal and the terms of the LOI if you have not done so already.

Please do not hesitate to contact me if you have any questions.

Should I receive approval from owners representing 80% of the strata corporation's votes or more, I will proceed with executing a further amendment to the LOI to reflect a \$5.3 million price and continue with finalizing a related purchase and sale agreement. If I receive approval from owners representing less than 80% of the strata corporation's votes, I will call a meeting of the strata corporation to consider next steps.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., R.I.  
Administrator  
C/o #2306-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

---

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Thursday, October 01, 2020 6:33 PM  
**To:** 'agnes'; 'pcovbis@outlook.com'; 'Michelle Bergeron'; Dr. James Mok ([drmok@shaw.ca](mailto:drmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** RE: VR 456 - Property Purchase and Sale Update  
**Importance:** High

Dear owners,

Thank you for responding to my September 23, 2020 email below. I confirm that 4 of the 5 owners representing 5 of the 6 strata lots and 83.33% of the votes confirmed their agreement to accept the Butterscotch LOI and also confirmed their agreement to proceed with a 100% sale if that opportunity arises.

The owners of strata lot 4 (unit 401) were the opposed to accepting the Butterscotch LOI and a 100% sale. They also stated they were not interested in proceeding with the wind up of Strata VR456 however, that is not an option.

Based on the terms of the April 27, 2020 Consent Order, I will pursue the voluntary windup the strata corporation consistent with the terms of the Butterscotch LOI. Specifically, I will advise Butterscotch that I am satisfied the First Purchaser's Condition has been met no later than the end of the day tomorrow.

The immediate next step is to execute an agreement of purchase and sale with Butterscotch within 2 weeks, or by October 16, 2020. Butterscotch will then have 5 days to increase its deposit from \$300,000 to \$200,000 and 10 days to confirm it is satisfied with the results of any environmental and geotechnical investigations of the property and the physical condition of the building. Provided Butterscotch does these things, I will call a special general meeting to consider a formal vote to windup the strata corporation.

I will keep you updated as things progress.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., R.I.  
Administrator  
C/o #2306-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

---

**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Wednesday, September 23, 2020 6:06 PM  
**To:** 'agnes'; 'pcovbis@outlook.com'; 'Michelle Bergeron'; Dr. James Mok ([drmok@shaw.ca](mailto:drmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sonnenschein'  
**Subject:** VR 456 - Property Purchase and Sale Update

Dear owners,

Further to my earlier email of September 20, 2020 below, I attach for your review and reference an executed letter of intent (LOI) between the strata corporation and Butterscotch Holdings Inc. (Butterscotch). Please be advised that the attached LOI and its terms are confidential and can only be disclosed to your legal and/or financial advisors.

The attached LOI is similar to the one signed with OpenForm except the intended purchase price is \$3.9 million, the deposit amounts are higher with a final total of \$300,000, and there is a shorter time frame of 10 days after the purchase and sale agreement is signed for Butterscotch to complete its property investigations. Also, there is no requirement for me to call a meeting of the strata corporation to determine if there is

sufficient interest to move forward with a voluntary wind up of the strata corporation with a liquidator as we have discussed and as is set out in my mandate. Rather than a meeting, the LOI requires that I consult with you in order to determine if there is sufficient interest to proceed with the wind up. A comparison of the OpenForm LOI and the attached Butterscotch LOI are summarized in the table below for your convenience.

Please consider this email as beginning my consultation process with you. I ask that provide me with your email response no later than 5 pm on October 1, 2020 either agreeing to or opposing the terms of the attached LOI. Butterscotch has advised Goodman that it is open to purchasing all strata lots directly from individual owners (100% sale) as we have previously discussed. Therefore, I also request you inform me in your email reply whether you are agreeable to proceeding with a 100% sale if that opportunity arises. **You are encouraged obtain independent legal advice on the terms of the LOI before you give me your response.**

Please do not hesitate to contact me if you have any questions.

I note a site visit will be conducted Friday, September 25<sup>th</sup> commencing at 12 am.

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RI  
 Administrator  
 C/o #2300-2830 Shaughnessy St, Port Coquitlam, BC V3C 6E5  
 Tel: (604) 618-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

Page	OpenForm Properties Ltd	Butterscotch Holdings Inc.
1	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
2	<ul style="list-style-type: none"> <li>1. Purchaser – OpenForm Properties</li> <li>4. Purchase Price – \$4,350,000</li> <li>5(a). Deposit – \$75,000 (Terra Law)</li> <li>5(b) 1<sup>st</sup> Condition Deposit increase – to \$150,000</li> </ul>	<ul style="list-style-type: none"> <li>1. Purchaser – Butterscotch Holdings Inc.</li> <li>4. Purchase Price – \$3,900,000</li> <li>5(a). Deposit – \$100,000 (Madaisky &amp; Company)</li> <li>5(b). 1<sup>st</sup> Condition Deposit Increase – to \$200,000</li> </ul>
3	<ul style="list-style-type: none"> <li>5(c). 2<sup>nd</sup> Condition Deposit increase – to \$260,000</li> <li>6(a). 1st vendor's Condition within acceptance of the LOI and the Administrator meeting with the owners</li> <li>6(b). Conditions Precedent – written waiver 21 days after mutual execution of Agreement</li> </ul>	<ul style="list-style-type: none"> <li>5(c). 2<sup>nd</sup> Condition Deposit increase -- to \$300,000</li> <li>6(a) 1st vendor's Condition within acceptance of the LOI and consultation by the Administrator with the owners.</li> <li>6(b). Conditions Precedent - written waiver 10 days after mutual execution of Agreement</li> </ul>
4	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
5	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
6	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
7	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
8	<ul style="list-style-type: none"> <li>Same</li> </ul>	<ul style="list-style-type: none"> <li>Same</li> </ul>
9	<ul style="list-style-type: none"> <li>20. Acceptance – August 7<sup>th</sup>, 2020</li> </ul>	<ul style="list-style-type: none"> <li>20. Acceptance – September 25<sup>th</sup>, 2020</li> </ul>

From: J. Garth Cambrey [mailto:[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)]

Sent: Sunday, September 20, 2020 3:55 PM

To: 'sgnes'; 'ptovbis@outlook.com'; 'Michelle Bergeron'; Dr. James Mok ([jmcmok@shaw.ca](mailto:jmcmok@shaw.ca)); 'MacLennan Sisters'; 'Dan Sonnenschein'

**Subject:** OpenForm Update

Dear owners,

I regret to advise that OpenForm has advised Goodman that it will not be moving forward with completion of the purchase and sale of the property.

I have asked Mark Goodman to contact the party that provided the other letter of intent to see if they are still interested and will advise you within the week.

Regards,

**J. Garth Cambrey, B. Comm., C.Arb., RE**

**Administrator**

C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5

Tel: (604) 818-6708

[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)



This is Exhibit "M" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**SPECIAL GENERAL MEETING****THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST**

**DATE HELD:** Wednesday, December 8, 2020  
**LOCATION:** Virtual via Zoom  
**CALL TO ORDER:** 6:30 PM

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**Owners in Attendance:** Agnes Mui, 101 and 201  
Peter Tovbis, 301  
Michelle Mok and Dr. James Mok, 401  
Tracey MacLennan and Suzanne Foster, Executors, 501  
Dan Sonnenschein, 601

**Guests:** Paul Mendes, Lesperance Mendes  
Andrea MacLennan

**Also in Attendance:** J. Garth Cambrey, Court Appointed Administrator

**1. CALL TO ORDER**

The Court Appointed Administrator, Mr. Garth Cambrey, called the meeting to order at 6:36 p.m. Mr. Cambrey acknowledged the guests present and confirmed Tracy MacLennan would be voting on behalf of unit 501 (strata lot 5).

**2. CERTIFICATION OF PROXIES**

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total representation of six (6) votes. Mr. Cambrey advised that voting cards would not be used, and that voting would be conducted by polling owners.

**3. DETERMINATION OF QUORUM**

Mr. Cambrey advised that the quorum of two (2) votes had been met and declared the meeting competent to proceed with business.

**4. ELECTION OF PERSON TO CHAIR THE MEETING**

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 B.C. Supreme Court Order.

## 5. PROOF OF NOTICE OF MEETING

Owners were advised that Notice of the Special General Meeting was distributed by email on November 18, 2020 in accordance with the bylaws and the *Strata Property Act*.

It was **MOVED AND SECONDED (201/301)**

That Proof of Notice of the Meeting be accepted.

A vote was taken by a verbal poll with 401 expressing their vote by displaying a card with the word "yes". Mr. Cambrey declared the resolution to accept proof of notice of the meeting was

**CARRIED UNANIMOUSLY**

## 6. APPROVAL OF AGENDA

Dr. Mok objected to Andrea MacLennan attending the meeting and was advised that, prior to the meeting, Mr. Cambrey had confirmed Andrea could attend as an observer.

Follow discussion, Mr. Cambrey declared the Agenda distributed with the Notice of Meeting was approved as circulated.

## 7. APPROVAL OF THE PREVIOUS MINUTES

It was **MOVED AND SECONDED (201/501)** that the previous Special General Meeting minutes of September 2, 2020 be approved as distributed.

Agnes Mui noted a typo in the meeting address, and that the correct address is 1389 West 13<sup>th</sup> Avenue.

Dr. Mok alleged that a recorded vote had incorrectly reported that 401 had abstained from a resolution, whereas it was Dr. Mok's view that 401 had opposed the resolution. Dr. Mok noted an email exchange with Mr. Cambrey following his receipt of the September 2, 2020 general meeting minutes, where he expressed concern that the alleged incorrect vote was contained in Mr. Cambrey's 6-month report provided to the Court. Mr. Cambrey advised the owners that, when Dr. Mok alleged the voting error, Mr. Cambrey had reviewed his notes and determined that the outcome of the vote was properly recorded in the minutes. Mr. Cambrey also advised Dr. Mok that his 6-month report had not been provided to the Court and was only provided to the owners pursuant to the April 17, 2020 Court Order.

Following some discussion, Mr. Cambrey requested Dr. Mok identify the September 2, 2020 vote that was of concern. Dr. Mok believed it was the vote about the petitioner's reasonable legal expenses. Upon review of the minutes, Mr. Cambrey

noted the recorded vote for the petitioner's legal expenses reflect that 401 opposed the resolution. Dr. Mok requested Mr. Cambrey note the discussion in the minutes of this meeting and review the email exchange he had with Dr. Mok on this matter, to which Mr. Cambrey agreed.

A vote was taken by a verbal poll with 401 expressing their vote by displaying a card with the word "no". Dr. Mok refused to clarify if 401's vote represented opposition to or an abstention on the resolution to approve the September 2, 2020 minutes, despite repeated requests from Mr. Cambrey. Mr. Cambrey then advised 401's vote did not determine the outcome of the vote declared the vote

**CARRIED (5 votes in favour, 401 opposed/abstained)**

#### **8. UNFINISHED BUSINESS**

There was no unfinished business that was not included on the agenda.

#### **9. NEW BUSINESS**

##### **a. ¾ Vote Resolution #1 – City Work Order**

It was **MOVED AND SECONDED (501/601)**

#### **WHEREAS:**

The Owners, Strata Plan VR 456 ("Strata Corporation") approved a special levy at its annual general meeting ("AGM") held July 13, 2020 in the amount of \$50,000 to pay for the estimated costs to temporarily repair the exit stairs as required by the City of Vancouver ("City Work Order"), including estimated engineering fees of Read Jones Christofferson ("RJC");

#### **AND WHEREAS:**

RJC has prepared drawings and obtained proposals from 3 contractors to permanently complete repairs necessary to satisfy the City Work Order;

#### **AND WHEREAS:**

The Strata Corporation wishes to proceed with permanent repairs at an estimated cost of \$75,311 broken down as follows:

a. Contractor's proposal (Hodgson King and Marble)	\$55,705
b. 10% contingency	5,705
c. Estimated City building permit	450
d. RJC fees and disbursements	10,000
e. GST @ 5%	<u>3,586</u>
	\$75,311

**BE IT RESOLVED**

By a  $\frac{3}{4}$  vote of the Strata Corporation, that the Administrator is authorized to retain Hodgson King and Marble Ltd. to complete the repairs set out in its October 15, 2020 proposal to RJC, and RJC to oversee the shoring work and fire stopping installation in accordance with its June 16, 2020 proposal. To pay for the work, the Strata Corporation hereby authorizes a special levy in the aggregate amount of Twenty-Five Thousand Three Hundred Eleven Dollars (\$25,311) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying estimated costs of the City Work Order permanent repairs. The special levy shall be due in one lump sum on January 1, 2021 as set out in Schedule "A" below and shall added to and from part of the special levy raised for these purposes at the July 13, 2020 AGM.

**SCHEDULE "A"**

**THE OWNERS, STRATA PLAN VR 456 - Spruce West  
SPECIAL LEVY SCHEDULE  
City Work Order**

TOTAL SPECIAL LEVY		\$25,311.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$4.41112

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY
1	101	984	\$4,340.54
2	201	977	4,309.66
3	301	977	4,309.66
4	401	977	4,309.66
5	501	977	4,309.66
6	601	846	3,731.81
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$25,310.99</b>

In response to a question from Tracey MacLennan whether pricing for the removal of the failed concrete fire stopping had been obtained, Mr. Cambrey advised that it had been obtained and he would provide the information to all owners.

Ms. Mui wondered when the repairs had become permanent rather than temporary. Mr. Cambrey advised he had explained in email updates prior to the meeting that permanent repairs were determined to be less expensive than temporary repairs.

Ms. Mui also stated that she understood the potential purchaser, Butterscotch Holdings, intended to demolish the building and asked if Mr. Cambrey had enquired if the City of Vancouver would defer its order that the existing stairs be repaired as a result. Mr. Cambrey responded that the City requested permanent repairs be completed and that he was not aware of the intentions of the potential purchaser.

Following discussion on whether Mr. Cambrey or an owner might approach the City of Vancouver to discuss an extension to the City-ordered repairs, Mr. Cambrey stated he did not agree to do so, nor would he agree an owner do so, given his sole authority to represent the strata corporation.

A vote was taken by a verbal poll with 401 expressing their vote by displaying a card with the word "no". Mr. Cambrey took 401's vote to mean opposed, and declared  $\frac{3}{4}$  vote resolution #1 to impose a further special levy for the City-ordered repairs

**DEFEATED (3 votes in favour, 101, 201, and 401 opposed)**

**b.  $\frac{3}{4}$  Vote Resolution #2 – Legal Expenses for Wind up and Sale**

It was then **MOVED AND SECONDED (501/301)**

**WHEREAS:**

The Owners, Strata Plan VR 456 ("Strata Corporation") intends to complete a wind up and sale of its property and the property of its owners pursuant to the BC Supreme Court consent order dated April 17, 2020 and the Purchase and Sale Agreement between the Strata Corporation and Butterscotch Holdings Ltd. signed on November 6, 2020 ("PSA Agreement");

**AND WHEREAS:**

The Strata Corporation wishes to raise funds to pay for upcoming legal expenses to prepare the resolutions and other materials required to approve the winding up of the Strata Corporation;

**BE IT RESOLVED**

By a ¾ vote of the Strata Corporation, that a special levy in the aggregate amount of Fifty Thousand Dollars (\$50,000) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying legal fees associated with the PSA Agreement. Such special levy shall be due immediately but may be paid, for convenience purposes, in 3 equal installments on January 1, February 1, and March 1, 2021 as set out in Schedule "B" below.

**SCHEDULE "B"****THE OWNERS, STRATA PLAN VR 456 - Spruce West****SPECIAL LEVY SCHEDULE**

Legal Expenses for Windup and Sale

TOTAL SPECIAL LEVY \$50,000.00

TOTAL UNIT ENTITLEMENT 5,738

TOTAL SPECIAL LEVY / UNIT ENTITLEMENT \$8.71384

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY	Equal installments due January 1, February 1, and March 1, 2021
1	101	984	\$8,574.42	\$2,858.14
2	201	977	8,513.42	2,837.81
3	301	977	8,513.42	2,837.81
4	401	977	8,513.42	2,837.81
5	501	977	8,513.42	2,837.81
6	601	846	7,371.91	2,457.30
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$50,000.01</b>	<b>\$16,666.68</b>

In response to a question on how long the proposed special levy for legal funds would last, Mr. Mendes advised he expected the funds would be sufficient to get the strata corporation through the court application required to confirm the wind up and sale.

There was further discussion about possibly forecasting expenses required of the strata corporation to get through the wind up and sale process. It was also noted that the option to pursue a sale of all individual strata lots to the purchaser, rather than a windup and sale under the SPA, remained open.

It was further noted that the current term of the Administrator expires in April 2021, but that it can be renewed.

A vote was taken by a verbal poll with 401 expressing their vote by displaying a card with the word "yes". Mr. Cambrey declared  $\frac{3}{4}$  vote resolution #2 to impose a special levy for legal expenses

**CARRIED UNANIMOUSLY**

**c.  $\frac{3}{4}$  Vote Resolution #3 – Administrator Fees and Disbursements**

Prior to consideration of  $\frac{3}{4}$  vote resolution #3, Mr. Cambrey advised that with payment of the Administrator's September 2020 invoice, minimal funds would remain in the strata corporation's operating and contingency reserve fund.

It was then **MOVED AND SECONDED (501/301)**

**WHEREAS:**

The Owners, Strata Plan VR 456 ("Strata Corporation") is required to pay Administrator fees and disbursements from its operating or contingency reserve fund pursuant to the BC Supreme Court consent order dated April 17, 2020;

**AND WHEREAS:**

The Strata Corporation wishes to raise funds to pay for upcoming Administrator expenses;

**BE IT RESOLVED**

By a  $\frac{3}{4}$  vote of the Strata Corporation, that a special levy in the aggregate amount of Twenty-Five Thousand Dollars (\$25,000) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of increasing the contingency reserve fund in order to pay the Administrator's invoices. Such special levy shall be due immediately but may be paid, for convenience purposes only, in 3 equal instalments on January 1, February 1, and March 1, 2021 as set out in Schedule "C" below.



**SCHEDULE "C"****THE OWNERS, STRATA PLAN VR 456 - Spruce West****SPECIAL LEVY SCHEDULE**

## Administrator Fees &amp; Disbursements

TOTAL SPECIAL LEVY \$25,000.00

TOTAL UNIT ENTITLEMENT 5,738

TOTAL SPECIAL LEVY / UNIT ENTITLEMENT \$4.35692

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY	Equal installments due January 1, February 1, and March 1, 2021
1	101	984	\$4,287.21	\$1,429.07
2	201	977	4,256.71	1,418.90
3	301	977	4,256.71	1,418.90
4	401	977	4,256.71	1,418.90
5	501	977	4,256.71	1,418.90
6	601	846	3,685.95	1,228.65
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$25,000.00</b>	<b>\$8,333.32</b>

A vote was taken by a verbal poll with 401 expressing their vote by displaying a card with the word "yes". Mr. Cambrey declared  $\frac{3}{4}$  vote resolution #3 to impose a special levy for Administrator fees and disbursements

**CARRIED UNANIMOUSLY**

**d. Clark Wilson LLP Invoices**

The status of four Clark Wilson invoices, with about \$14,00 claimed by Clark Wilson as unpaid, had previously been communicated to all owners. Mr. Cambrey thanked Tracey MacLennan for her detailed explanation about 501's position on the Clark Wilson invoices, which she sent to all owners. He also advised that Tracey MacLennan and Dan Sonnenschein were the only owners that commented on the invoices.

Following the September 2, 2020 general meeting, Mr. Cambrey contacted Clark Wilson to request it provide its file on the strata corporation. He received 175 pieces of correspondence and requested the correspondence be reviewed by Lesperance Mendes from a legal perspective.

After discussion with Paul Mendes, Mr. Cambrey determined that the invoices were not the responsibility of the strata corporation because the strata council did not pass a resolution to retain Clark Wilson until late September 2019, and the invoices cover a period prior to that resolution being passed.

It was Mr. Cambrey's suggestion that he write to Clark Wilson advising of his determination. He asked the owners if there were any objection to his suggestion.

There was limited discussion wherein Ms. Mui stated that she did not feel all legal expenses were necessary, nor that Clark Wilson was acting on behalf of all owners. Dr. Mok advised that a retainer agreement was signed by himself and Ms. Mui, and Mr. Tovbis commented on his concerns regarding Clark Wilson's initial involvement.

Mr. Cambrey advised that he would write to Clark Wilson to advise the strata corporation was not responsible to pay the invoices.

**10. ADJOURNMENT**

There being no further business, owners were thanked for their attendance and Mr. Cambrey terminated the meeting at 7:55 p.m.

This is Exhibit "N" referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021

  
A Commissioner for Taking Affidavits  
In British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** [Megan Buchanan](#)  
**To:** [Megan Buchanan](#)  
**Subject:** FW: Spruce west - Temporary Shoring  
**Date:** Saturday, June 12, 2021 7:58:24 PM  
**Attachments:** [FW Temporary shoring - Spruce West.msg](#)  
[RE Temporary shoring - Spruce West.msg](#)  
[RE Temporary shoring - Spruce West.msg](#)  
[VAN.122220.0006-MESC-20201104-HBi-Bid validity and estimate for removal of fire stopping.pdf](#)

---

### Megan Buchanan

Associate Lawyer

550 – 800 Howe Street  
 Vancouver, BC V6Z 2M4

c 604 239 6139

w 604 674 8902  
 l 604 685 7506

e [mjb@lmlaw.ca](mailto:mjb@lmlaw.ca)  
 w [lmlaw.ca](http://lmlaw.ca)

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**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca) [mailto:[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)]

**Sent:** Friday, December 18, 2020 10:58 AM

**To:** Agnes Mui <[aolmui@shaw.ca](mailto:aolmui@shaw.ca)>; Peter Tovbis <[ptovbis@outlook.com](mailto:ptovbis@outlook.com)>; Dr. James Mok <[docmok@shaw.ca](mailto:docmok@shaw.ca)>; Michelle Bergeron Mok <[mmodmod@telus.net](mailto:mmodmod@telus.net)>; MacLennan Sisters <[maclennan3430@gmail.com](mailto:maclennan3430@gmail.com)>; Dan Sonnenschein <[dans@portal.ca](mailto:dans@portal.ca)>; Derrick Honda <[dhonda@hgv.com](mailto:dhonda@hgv.com)>

**Subject:** FW: Spruce west - Temporary Shoring

Dear Owners,

Further to discussion at the December 8, 2020 special general meeting, I am forwarding an email with attachments from RJC that show the contractors' estimated cost to remove the existing firestopping in the exit stairways.

Regards,

J. Garth Cambrey, Administrator  
 #2300 – 2850 Shaughnessy Street  
 Port Coquitlam, B.C., V3C 6K5

**From:** Hugo Bila <[HBila@rjc.ca](mailto:HBila@rjc.ca)>  
**Sent:** November 9, 2020 9:11 AM  
**To:** J. Garth Cambrey <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Cc:** Kevin Riederer <[kriederer@rjc.ca](mailto:kriederer@rjc.ca)>  
**Subject:** Spruce west - Temporary Shoring

Hi Garth

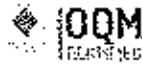
Please find attached the summary of costs for removal of fire stopping.

Regards

Hugo

**Hugo Bila, BSc, EIT**  
Design Engineer

**Read Jones Christoffersen Ltd.**  
Engineers



Structural Engineering | Building Science | Energy Modeling | Structural Restoration | Parking Facility Design

1285 West Broadway, Suite 300  
Vancouver, B.C. V6H 3X8 Canada  
office (604) 738-0048 | direct (778) 728-0498  
[HBila@rjc.ca](mailto:HBila@rjc.ca) | [rjc.ca](http://rjc.ca)

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## 1089 W 13th Ave - Temporary Shoring and Fire Stopping Bid Results

Contractor	Are prices valid to 15th December 2020?	Length of time to complete option 2	Estimate to remove existing fire stopping (Exc GST)
Heatherbrae Builders CO. LTD	Yes	10 Working days	\$3,612.00
WEST COAST BUILDING RESTORATION INC (WCBR)	Yes	5 Days	\$27,525.00
HODGSON KING & MARBLE LTD. (HKM)	Yes	10 Business days	\$12,960.00

**From:** Ryan McCormick  
**To:** Hugo Bila  
**Subject:** FW: Temporary shoring - Spruce West  
**Date:** Wednesday, November 4, 2020 11:39:55 AM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)

---

Hi Hugo,

Removal of Firestopping: \$3612 excl. taxes

Sincerely,  
 Ryan McCormick



HEATHERBRAE BUILDERS CO LTD

#140 - 12371 Horseshoe Way  
 Richmond, BC V7A 4X6  
 t. (604) 277-2315 f. 604-277-2311 Ext #231

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**From:** Ryan McCormick  
**Sent:** Wednesday, November 4, 2020 11:17 AM  
**To:** 'Hugo Bila' <HBila@rjc.ca>  
**Subject:** FW: Temporary shoring - Spruce West

Yes.

Please take in account that this was a price from the sub-trade that will be doing the fire stopping works.

If the fire stopping works is excluded completely from the scope and we are just removing the existing fire stopping I'm not sure they would be interested.


if this is the case, Heatherbrae Builders would be doing these works and i can provide a price for this.

Sincerely,  
 Ryan McCormick



HEATHERBRAE BUILDERS CO LTD

#140 - 12371 Horseshoe Way  
 Richmond, BC V7A 4X6  
 t. (604) 277-2315 f. 604-277-2311 Ext #234

 Please consider the environment before printing this email

**From:** Hugo Bila [<mailto:HBila@rjc.ca>]  
**Sent:** Wednesday, November 4, 2020 10:55 AM  
**To:** Ryan McCormick <[ryanm@Heatherbrae.com](mailto:ryanm@Heatherbrae.com)>  
**Subject:** RE: Temporary shoring - Spruce West

Hi Ryan

Thank you for the responses.

Can I assume the estimate provided at item 3 excludes taxes? Please confirm.

Regards  
 Hugo

**Hugo Bila**, BSc, P.Eng  
 Design Engineer  
 direct (778) 728-0498 | [HBila@rjc.ca](mailto:HBila@rjc.ca) | [rjc.ca](http://rjc.ca)

**Read Jones Christoffersen Ltd.**  
 Engineers

**From:** Ryan McCormick <[ryanm@Heatherbrae.com](mailto:ryanm@Heatherbrae.com)>  
**Sent:** November 4, 2020 9:13 AM  
**To:** Hugo Bila <[HBila@rjc.ca](mailto:HBila@rjc.ca)>; [estimating@wcbv.ca](mailto:estimating@wcbv.ca); Trevor Little <[trevor@bkmitd.com](mailto:trevor@bkmitd.com)>  
**Cc:** Kevin Riederer <[kriederer@rjc.ca](mailto:kriederer@rjc.ca)>  
**Subject:** RE: Temporary shoring - Spruce West

Morning Hugo,

Please see my responses below;

Sincerely,  
 Ryan McCormick




HEATHERBRAE BUILDERS CO LTD

#140 - 12371 Horseshoe Way  
 Richmond, BC V7A 4X6



t. (604) 277-2315 | f. 604-277-2311 Ext #234

 Please consider the environment before printing this email

**From:** Hugo Bila [<mailto:HBila@rjc.ca>]

**Sent:** Wednesday, October 28, 2020 4:53 PM

**To:** [estimating@wchr.ca](mailto:estimating@wchr.ca); Trevor Little <[trevor@hkmltd.com](mailto:trevor@hkmltd.com)>; Ryan McCormick <[ryanm@Heatherbrae.com](mailto:ryanm@Heatherbrae.com)>

**Cc:** Kevin Riederer <[kriederer@rjc.ca](mailto:kriederer@rjc.ca)>

**Subject:** Temporary shoring - Spruce West

Good day All

We communicated the results for the bid to the client and he asked that we seek the following clarifications:

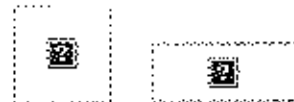
- 1- Please clarify if prices are valid until December 15<sup>th</sup> to allow for review with strata at a special meeting early December. - Yes
- 2- Please clarify the required length of time to complete Option 2. – 10 Working Days
- 3- Please provide estimate to remove existing fire stopping. - \$1800

Regards

Hugo

**Hugo Bila, BSc, EIT**  
Design Engineer

**Read Jones Christoffersen Ltd.**  
Engineers



Structural Engineering | Building Science | Energy Modelling | Structural Restoration | Parking Facility Design

1285 West Broadway, Suite 300  
Vancouver, B.C. V6H 3X8 Canada  
**office** (604) 738-0048 | **direct** (778) 728-0498  
[HBila@rjc.ca](mailto:HBila@rjc.ca) | [rjc.ca](http://rjc.ca)

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**From:** Trevor Little  
**To:** Hugo Bila  
**Subject:** RE: Temporary shoring - Spruce West  
**Date:** Thursday, October 29, 2020 2:11:19 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)

---

Hi Hugo,

Responses below in red

Regards,

**Trevor Little** | Construction Manager |  
**Hodgson, King and Marble Ltd.** | #109 - 17957 55 Ave., Surrey, B.C., V3S 6C1 |  
 T: 604-247-2422 | C: 604-341-1887 | E: [trevor@hkmltd.com](mailto:trevor@hkmltd.com) | <http://www.hkmltd.com>



Is it really necessary to print this e-mail/attachment? Think green...

---

**From:** Hugo Bila <[H Bila@rjc.ca](mailto:H Bila@rjc.ca)>  
**Sent:** October-28-20 4:53 PM  
**To:** [estimating@wabr.ca](mailto:estimating@wabr.ca); Trevor Little <[trevor@hkmltd.com](mailto:trevor@hkmltd.com)>; Ryan McCormick <[ryanm@Heatherbrae.com](mailto:ryanm@Heatherbrae.com)>  
**Cc:** Kevin Riederer <[kriederer@rjc.ca](mailto:kriederer@rjc.ca)>  
**Subject:** Temporary shoring - Spruce West

Good day All

We communicated the results for the bid to the client and he asked that we seek the following clarifications:

1. Please clarify if prices are valid until December 15<sup>th</sup> to allow for review with strata at a special meeting early December. -Our quotation is valid to the end of 2020
2. Please clarify the required length of time to complete Option 2. - 10 business days
3. Please provide estimate to remove existing fire stopping. - included in both our submitted price; \$12,960.00 + GST

Regards

Hugo

Hugo Bila, BSc, EI:  
 Design Engineer

**Read Jones Christoffersen Ltd.**  
 Engineers



Structural Engineering | Building Science | Energy Modelling | Structural Restoration | Parking Facility Design

1285 West Broadway, Suite 300  
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office (604) 738-0048 | direct (778) 728-0498  
[HB@a@rjc.ca](mailto:HB@a@rjc.ca) | [rjc.ca](http://rjc.ca)

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**From:** [Al-Haiee \(AJ\) Jiwa](#)  
**To:** [Hugo Billa](#)  
**Subject:** RE: Temporary shoring - Spruce West  
**Date:** Wednesday, November 4, 2020 11:02:19 AM  
**Attachments:** [Image001.png](#)  
[Image002.gif](#)  
[Image003.jpg](#)  
[Image004.jpg](#)

---

Yes, excludes taxes.

**Al-Haiee (AJ) Jiwa**

**Estimator**

Email [estimating@wcbz.ca](mailto:estimating@wcbz.ca)

Website [www.wcbz.ca](http://www.wcbz.ca)

207-20120 Stewart Crescent

Maple Ridge B.C., V2X 0T4

**Office** (604)-460-9086

**Fax** (604)-460-9087

**Mobile** (778)-996-5428

**Direct** (604)-458-0170



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---

**From:** [Hugo Billa](#)

**Sent:** November 4, 2020 11:02 AM

**To:** [Al-Haiee \(AJ\) Jiwa](#)

**Subject:** RE: Temporary shoring - Spruce West

Hi AJ

Could you please clarify if the estimate provided excludes taxes?

Regards

Hugo

Hugo Bila, BSc. EIT  
 Design Engineer  
 direct (778) 728-0498 | [HBila@rjc.ca](mailto:HBila@rjc.ca) | [rjc.ca](http://rjc.ca)

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 Engineers

**From:** Al-Haiee (AJ) Jiwa <[estimating@wcb.ca](mailto:estimating@wcb.ca)>  
**Sent:** November 2, 2020 9:40 AM  
**To:** Hugo Bila <[HBila@rjc.ca](mailto:HBila@rjc.ca)>  
**Subject:** RE: Temporary shoring - Spruce West

Good morning Hugo,

5 days to complete the installation of the permanent system.

\$27,525.00 for the removal of existing grout / firestopping only.

**Al-Haiee (AJ) Jiwa**

Estimator

Email [estimating@wcb.ca](mailto:estimating@wcb.ca)

Website [www.wcb.ca](http://www.wcb.ca)

207-20120 Stewart Crescent  
 Maple Ridge B.C., V2X 0T4

**Office** (604)-460-9086

**Fax** (604)-460-9087

**Mobile** (778)-996-5428

**Direct** (604)-458-0170



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**From:** Hugo Bila

**Sent:** November 2, 2020 9:18 AM

**To:** Al-Haiee (AJ) Jiwa

**Subject:** RE: Temporary shoring - Spruce West

Hi Al-Haiee

Option 2 is the permanent remedial action. Could you please confirm that the 3-5 days refer to the permanent remedial repair? Would it be possible to provide us with a more definitive length of time?

The client reiterated that there is fire stopping and therefore could you please provide an estimate to remove the existing fire stopping.

Regards

Hugo

**Hugo Bila**, BSc, EIT

Design Engineer

direct (778) 728-0498 | [HBila@rjc.ca](mailto:HBila@rjc.ca) | [rjc.ca](http://rjc.ca)

**Read Jones Christoffersen Ltd.**

Engineers

---

**From:** Al-Haiee (AJ) Jiwa <[estimating@wabr.ca](mailto:estimating@wabr.ca)>

**Sent:** October 30, 2020 11:46 AM

**To:** Hugo Bila <[HBila@rjc.ca](mailto:HBila@rjc.ca)>

**Subject:** RE: Temporary shoring - Spruce West

Good morning Hugo,

Please see my responses below:

1. Please clarify if prices are valid until December 15<sup>th</sup> to allow for review with strata at a special meeting early December.  
Yes pricing is valid until December 15<sup>th</sup> 2020
2. Please clarify the required length of time to complete Option 2.  
Approx. 3-5 days to install the shoring for option #2
3. Please provide estimate to remove existing fire stopping.  
Can you clarify if we are only removing and not installing? It was noted during our site meeting that there was no existing fire stopping caulking, can you please clarify.

**Al-Haiee (AJ) Jiwa**

Estimator

Email [estimating@wabr.ca](mailto:estimating@wabr.ca)

Website [www.wabr.ca](http://www.wabr.ca)

207-20120 Stewart Crescent  
Maple Ridge B.C., V2X 0T4  
**Office** (604)-460-9086  
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**Direct** (604)-458-0170



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---

**From:** [Hugo Bila](#)  
**Sent:** October 28, 2020 4:53 PM  
**To:** [Al-Haice \(A\) Jiwa](#); [Trevor Little](#); [Ryan McCormick](#)  
**Cc:** [Kevin Riederer](#)  
**Subject:** Temporary shoring - Spruce West

Good day All

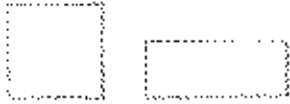
We communicated the results for the bid to the client and he asked that we seek the following clarifications:

4. Please clarify if prices are valid until December 15<sup>th</sup> to allow for review with strata at a special meeting early December.
5. Please clarify the required length of time to complete Option 2.
6. Please provide estimate to remove existing fire stopping.

Regards  
Hugo

Hugo Bila, BSc, EIT  
Design Engineer

Read Jones Christoffersen Ltd.  
Engineers



Structural Engineering | Building Science | Energy Modelling | Structural Restoration | Parking Facility Design


1285 West Broadway, Suite 300  
Vancouver, B.C. V6H 3X8 Canada  
office (604) 738-0048 | direct (778) 728-0498  
[HBjla@rjc.ca](mailto:HBjla@rjc.ca) | [rjc.ca](http://rjc.ca)

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This is **Exhibit "O"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June <sup>14</sup>, 2021.

  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)  
**To:** Paul Mendes  
**Subject:** FW: VR 456 Brief Update on Exit Stairs and SGM  
**Date:** Tuesday, January 19, 2021 6:32:13 PM

**CAUTION:** This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Paul,

Please see my email to VR 456 owners below.

Garth

**From:** gcambrey@shaw.ca <gcambrey@shaw.ca>  
**Sent:** January 19, 2021 6:30 PM  
**To:** Agnes Mui (aolmui@shaw.ca) <aolmui@shaw.ca>; Peter Tovbis (ptovbis@outlook.com) <ptovbis@outlook.com>; Dr. James Mok (docmok@shaw.ca) <docmok@shaw.ca>; Michelle Bergeron Mok (modmod@telus.net) <modmod@telus.net>; MacLennan Sisters (maclennan3430@gmail.com) <maclennan3430@gmail.com>; Dan Sonnenschein (dans@postal.ca) <dans@postal.ca>  
**Subject:** VR 456 Brief Update on Exit Stairs and SGM

Dear Owners,

I was expecting to be able to provide a detailed update on the above-noted matters before now but, unfortunately, both are out of my control. I will however, provide you with the information I currently have.

### **Exit Stairs**

Following the defeat of the special levy to raise an additional \$25,000 to complete the exit stair repairs at the December 8, 2020 SGM, I contacted the City of Vancouver to advise it of the outcome. At the building inspector's request, I attended the building on December 24, 2020 with the inspector. I requested the City advise me of it's position on the stairs and I expect to receive an order for the stairs repair at any time. Based on my discussions with the inspector at the building on December 24<sup>th</sup>, I expect there will be a short time given in the order for the stairs to be repaired. I have negotiated an extension to February 15, 2021 for accepting the repair bids with 2 contractors, but I may have to seek a further extension, or a court order to impose the special levy, depending on the City's position.

### **SGM**

The next step in the purchase and sale proceedings is to call an SGM to formally consider an 80% vote to wind up the strata. Paul Mendes is currently preparing the necessary resolutions and I expect them very soon. The notice period required for the SGM is 4 weeks rather than the usual 2 weeks because of the 80% vote, although I may request owners consider waiving the notice period to hold it sooner. I expect the proposed resolutions will include details of a "100% sale" as we have previously discussed, so that option remains open despite legal costs to prepare the SGM resolutions being incurred.

I will update you on any progress regarding these matters as soon as I have additional information.

Regards,  
J. Garth Cambrey

This is Exhibit "P" referred to in the affidavit of ,

Garth Cambrey affirmed before me on

June 14, 2021



A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**SPECIAL GENERAL MEETING MINUTES****THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST**

**DATE HELD:** Thursday, February 11, 2021  
**LOCATION:** Virtual via Zoom  
**CALL TO ORDER:** 6:30 PM

---

**Owners in Attendance:** Agnes Mui, 101 and 201  
Peter Tovbis, 301  
Michelle Mok and Dr. James Mok, 401  
Tracey MacLennan and Suzanne Foster, Executors, 501  
Dan Sonnenschein, 601

**Also in Attendance:** J. Garth Cambrey, Court Appointed Administrator

1. **CALL TO ORDER**

The Court Appointed Administrator, Mr. Garth Cambrey, called the meeting to order at 6:33 p.m.

2. **CERTIFICATION OF PROXIES**

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total representation of six (6) votes.

3. **DETERMINATION OF QUORUM**

Mr. Cambrey advised that the quorum of two (2) votes had been met and declared the meeting competent to proceed with business.

4. **ELECTION OF PERSON TO CHAIR THE MEETING**

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 B.C. Supreme Court Order.

5. **PROOF OF NOTICE OF MEETING**

Owners were advised that Notice of the Special General Meeting was distributed by email on February 3, 2021 and that all owners had waived the notice requirements in accordance sections 45(5) and (6) and the *Strata Property Act*.

It was **MOVED AND SECONDED (201/301)**

That Notice of the Meeting be accepted.

A vote was taken by a verbal poll and Mr. Cambrey declared the resolution to accept notice of the meeting

**CARRIED UNANIMOUSLY**

**6. APPROVAL OF AGENDA**

Mr. Cambrey confirmed the only item on the agenda was a ¾ vote about the exit stair repairs and declared the Agenda distributed with the Notice of Meeting approved as circulated.

**7. APPROVAL OF THE PREVIOUS MINUTES**

It was **MOVED AND SECONDED (501/301)** that the previous Special General Meeting minutes of December 8, 2020 be approved as distributed.

Following discussion,

It was **MOVED AND SECONDED (501/601)** that the December 8, 2020 minutes be amended on page 9 under heading "Clark Wilson LLP Invoices" at the third paragraph regarding the strata council passing a resolution to retain Clark Wilson to add "Not all strata council members had the opportunity to vote, as would be expected."

A vote was taken by a verbal poll to amend the December 8, 2020 minutes and Mr. Cambrey declared the vote

**CARRIED (5 votes in favour, 401 opposed)**

A vote was taken by a verbal poll to approve the December 8, 2020 minutes as amended and Mr. Cambrey declared the vote

**CARRIED (5 votes in favour, 401 opposed)**

**8. UNEFINISHED BUSINESS**

**a. ¾ Vote Resolution #1 – City Work Order**

Mr. Cambrey read the ¾ vote resolution, excluding the preamble, and

It was **MOVED AND SECONDED (601/501)**

**WHEREAS:**

The Owners, Strata Plan VR 456 ("Strata Corporation") approved a special levy at its annual general meeting ("AGM") held July 13, 2020 in the amount of \$50,000 to pay for the estimated costs to repair the exit stairs as required by the City of Vancouver ("City Work Order") on a temporary basis, including estimated engineering fees of Read Jones Christofferson ("RJC");

**AND WHEREAS:**

The City has issued a further Work Order ("BP Work Order") requiring the strata to apply for a building permit for the City Work Order by February 25, 2021

**AND WHEREAS:**

RJC has prepared drawings and obtained proposals from 3 contractors to permanently complete repairs necessary to satisfy the City Work Order;

**AND WHEREAS:**

The Strata Corporation wishes to proceed with permanent exit stair repairs at an estimated cost of \$75,311 broken down as follows:

a. Contractor's proposal (Hodgson King and Marble)	\$55,705
b. 10% contingency	5,705
c. Estimated City building permit	450
d. RJC fees and disbursements	10,000
e. GST @ 5%	<u>3,586</u>
	\$75,311

**BE IT RESOLVED**

By a ¾ vote of the Strata Corporation, that the Administrator is authorized to retain Hodgson King and Marble Ltd. to complete the repairs set out in its October 15, 2020 proposal to RJC, and retain RJC to oversee the shoring work and fire stopping installation in accordance with its June 16, 2020 proposal. To pay for the work, the Strata Corporation hereby authorizes a special levy in the aggregate amount of Twenty-Five Thousand Three Hundred Eleven Dollars (\$25,311) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying estimated costs of the permanent repairs to satisfy the City Work Order. The special levy shall be due in one lump sum on April 1, 2021 as set out in Schedule "A" below and shall added to and from part of the special levy raised for these purposes at the July 13, 2020 AGM.

## SCHEDULE "A"

### THE OWNERS, STRATA PLAN VR 456 - Spruce West SPECIAL LEVY SCHEDULE

City Work Order

---

TOTAL SPECIAL LEVY		\$25,311.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$4.41112

---

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY DUE April 1, 2021
1	101	984	\$4,340.54
2	201	977	4,309.66
3	301	977	4,309.66
4	401	977	4,309.66
5	501	977	4,309.66
6	601	846	3,731.81
<b>TOTAL</b>			<b>\$25,310.99</b>

---

A vote was taken by a verbal poll and Mr. Cambrey declared  $\frac{3}{4}$  vote resolution #1 to approve a further special levy for the exit stair repairs

**CARRIED (5 votes in favour, 401 opposed)**

#### 9. NEW BUSINESS

There was no new business.

#### 10. TERMINATION

There being no further business, owners were thanked for their attendance and Mr. Cambrey terminated the meeting at 6:51 p.m.



This is Exhibit "Q" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June <sup>14</sup>, 2021

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** [Megan Buchanan](#)  
**To:** [Megan Buchanan](#)  
**Subject:** FW: VR 456 update  
**Date:** Saturday, June 12, 2021 8:03:13 PM  
**Attachments:** [SC online application process.pdf](#)  
[VR 456 Normac Appraisal for May 1, 2021 - \\$300000.pdf](#)  
[DRAFT Consent Order to Extend Appointment.pdf](#)  
[VR 456 Current FY Financial info - March 13, 2021.xlsx](#)

---

**Megan Buchanan**  
 Associate Lawyer

550 – 900 Howe Street  
 Vancouver, BC V6Z 2M4

t. 604 236 6139

w. 604 674 0902  
 f. 604 685 7505

e. [mjb@lmfaw.ca](mailto:mjb@lmfaw.ca)  
 w. [lmfaw.ca](http://lmfaw.ca)

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**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca) [mailto:[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)]

**Sent:** Saturday, March 13, 2021 3:12 PM

**To:** Agnes Mui <[aolmui@shaw.ca](mailto:aolmui@shaw.ca)>; Peter Tovbis <[ptovbis@outlook.com](mailto:ptovbis@outlook.com)>; Dr. James Mok <[docmok@shaw.ca](mailto:docmok@shaw.ca)>; Michelle Bergeron Mok <[modmod@telus.net](mailto:modmod@telus.net)>; MacLennan Sisters <[maclellennan3430@gmail.com](mailto:maclellennan3430@gmail.com)>; Dan Sonnenschein <[dans@portal.ca](mailto:dans@portal.ca)>

**Subject:** VR 456 update

Dear Owners,

Under the terms of the April 17, 2020 Consent Order, I am required to provide you with a 12-month Report. I have started drafting the report and expect to have it completed and distributed to you before the end of this month. However, I provide the following update now.

City Work Order

RIC filed the building permit application for the exit stairs with the City of Vancouver on February 25, 2021, consistent with the terms of the City's most recent order. Attached is the current online permit application process used by the City. The permit application is at

stage 1 of the process and RJC has been advised that the screening process in stage 2 is about 3 weeks (and not 1 week as noted on the attached). Therefore, I expect to be updated on about March 24<sup>th</sup> as to whether the application has been accepted.

In the meantime, things are still progressing. Hodgson King and Marble (HKM) completed a site review with a sub-contractor on March 3, 2021. I have asked RJC to prepare contract documents for the HKM work as was approved at the February 11, 2021 SGM. However, no work will start until the contract is completed and the building permit is issued..

#### Insurance Renewal

The strata corporation's insurance policy expires April 30, 2021. I recently obtained an updated insurance appraisal from Normac Appraisal as requested by CapriCMW and attach it for your reference. CapriCMW is currently in the process of obtaining a renewal quotation. I have also requested another insurance broker, BFL Canada, provide an alternate quote if possible. I do not expect to receive any renewal information, including potential premiums, until closer to the expiration date.

#### SGM to consider 80% Vote to Windup and Sell the Strata Corporation

I emailed the SGM notice to all of you on February 19, 2021 and ask that you review all necessary documents, attached to the notice and otherwise, prior to the meeting. If you have any questions about the proposed resolutions or process, please do not hesitate to contact me.

#### Administrator Appointment Extension

I remind you that my appointment expires on April 16, 2021. Given the current status of the City Work Order and potential windup and sale, I believe my appointment should continue. Therefore, I have asked Paul Mendes to seek consent for an 8-month extension to my appointment. Attached is a draft consent order extending my appointment to November 31, 2021. If consent is not obtained from the necessary parties, I will make application to the BC Supreme Court for an extension before the end of my current term.

#### AGM

Lastly, I intend on calling the AGM before the end of April 2021. I feel I will be in a better position to estimate expenses after the March 24<sup>th</sup> SGM. Also, there will likely be a need for a special levy to pay for the insurance premium on May 1, 2021 or for financing the premium over a few months. I also expect a special levy will be required to pay for my remaining fees and disbursements, unless the windup and sale proceeds quickly (or a 100% sale is approved), where any remaining fees and disbursements could likely be deducted from sale proceeds.


I attach for your information my spreadsheet for the current fiscal year showing activity and

bank balances for all 3 bank accounts: Operating Fund, Contingency Reserve Fund, and Special Levy Fund.

Best regards,

J. Garth Cambrey, Administrator  
#2300 – 2850 Shaughnessy Street  
Port Coquitlam, B.C., V3C 6K5

This is Exhibit "R" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** Megan Buchanan  
**To:** Megan Buchanan  
**Subject:** FW: Exit Stair work to start on May 25th  
**Date:** Saturday, June 12, 2021 8:08:48 PM  
**Attachments:** Spruce West - Stair Case Remediation Schedule.pdf  
 BP-2021-01281 Spruce West Building Permit.pdf

---

**Megan Buchanan**

Associate Lawyer

550 – 900 Howe Street  
 Vancouver, BC V6Z 2M4

c 604 230 6139

w 604 674 9902  
 f 604 685 7505

e [mjb@mlaw.ca](mailto:mjb@mlaw.ca)  
 w [mlaw.ca](http://mlaw.ca)

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*Please consider the environment before printing this email.*

**From:** gcambrey@shaw.ca [mailto:gcambrey@shaw.ca]

**Sent:** Saturday, May 15, 2021 1:36 PM

**To:** Agnes Mui <aoimui@shaw.ca>; Peter Tovbis <ptovbis@outlook.com>; Michelle Bergeron Mok <modmod@telus.net>; Dr. James Mok <docmok@shaw.ca>; MacLennan Sisters <maclennan3430@gmail.com>; Dan Sonnenschein <dans@portal.ca>

**Subject:** Exit Stair work to start on May 25th

Dear Owners,

On Thursday, May 13, 2021 I met with RIC and the contractor, HKM, to discuss the exit stair work. I am pleased to advise the work is scheduled to start on Tuesday, May 25, 2021 and be complete on June 17, 2021 pursuant to the attached schedule prepared by HKM. I also attach a copy of the building permit issued by the City of Vancouver for your reference.

Work will proceed on 1 stairway at a time so that the other stairway will be accessible to owners and for emergency purposes. It will up to HKM to determine where the work will start, and they have agreed to post appropriate signage, so you are aware which stairway is open.

Work hours will be 7:30 am to 4:30 pm, Monday to Friday. HKM will use jackhammers for the grout removal work, so please expect considerable noise during this stage. They will also be setting

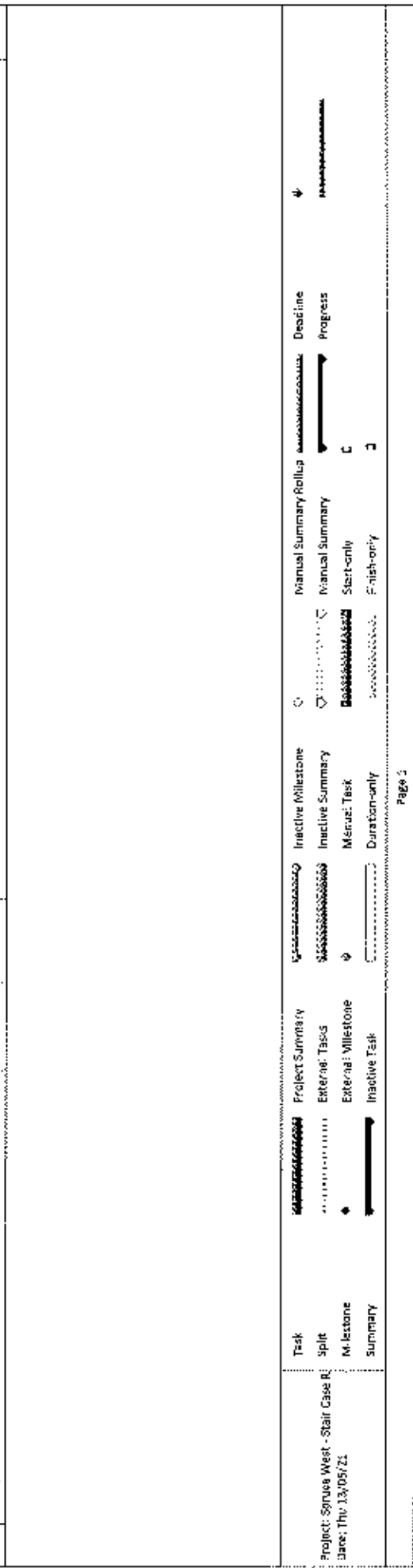
up negative air equipment to extract concrete dust to the exterior during this stage of the work.

I have authorized HKM to use the main storage room accessible from the underground parking garage to store equipment overnight. So if you have anything of value located in the room (bicycle, tires), please relocate it for the duration of the work. I have also authorized HKM use of the ground level parking area at the south west corner of the building while on site and permitted access to building power, if needed.

Please direct any questions or concerns you may have to me.

Regards,  
Garth Cambrey

Task Name	Start	Finish	Predecessors
Spruce West - Stair Case Remediation	Mon 17/05/21	Thu 17/06/21	
IFC Drawings issued	Mon 17/05/21	Mon 17/05/21	
Shop Drawings	Tue 18/05/21	Mon 31/05/21	
Mobilization	Tue 25/05/21	Tue 25/05/21	
Stair Case 1	Wed 26/05/21	Thu 10/06/21	
Existing Grout Removal	Wed 26/05/21	Tue 01/06/21	4
Firestopping Install	Wed 02/06/21	Mon 07/06/21	6
Structural Steel Install	Tue 08/06/21	Thu 10/06/21	7, 8
Stair Case 2	Wed 02/06/21	Tue 15/06/21	
Existing Grout Removal	Wed 02/06/21	Tue 08/06/21	6
Firestopping Install	Tue 08/06/21	Fri 11/06/21	7
Structural Steel Install	Fri 11/06/21	Tue 15/06/21	8
Site Review	Wed 16/06/21	Wed 16/06/21	12
Demobilization	Thu 17/06/21	Thu 17/06/21	13



Task	Project Summary	Inactive Milestone	Manual Summary	Deadline
Split	External Task	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	
Summary	Inactive Task	Duration-only	Finish-only	

Project: Spruce West - Stair Case R  
Date: Thu 13/05/21





City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4

## Building Permit

## BP-2021-01281

Issue Date: May 05, 2021

Status: Issued

Applicant	Contractor	Location of Permit
Amy Scott Design Professional Suite 300 - 1285 West Broadway Vancouver, BC V6H3X8	Hodgson King & Marble Ltd Unit 109 17957 55 Avenue Surrey, BC V3S 6C4	1089 W 13TH AVENUE Vancouver, BC V6H 1N1

Related Permits:

Specific Location:

Temporary Use Dates:

Legal Description:

Land Coordinate: 14967094

### Project Description

Interior alterations to repair the exit stairs in this existing multiple dwelling building containing six dwelling units on the site.

Scope of work: Remediation of two staircases of six floors each, inclusive of Option 2 - permanent shoring and firestopping.

OK for Field Review per K. Vogt April 1, 2021

Structural Schedule B submitted by Kevin Riederer, P.Eng. - 604.738.0048

No energy upgrade required - repair project

### Uses

Type	Category	Specifics	Occupancy	Permitted / Required	Existing	Proposed	Units	Note
Dwelling Uses	Multiple Dwelling		C - Residential					

### Terms and Conditions

- As Owner or Owner's agent, I have verified that the information contained within this document and associated applications and plans is correct, and describes a use, building or a work which complies with all relevant by-laws and statutes. I understand that personal information contained in this form will not be released to the public except as required by law; however all associated applications and plans will be made publicly available during the development or building application process. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities, and expenses of every kind in respect to anything done or not done pursuant to this application or ensuring permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

- WorkSafeBC (WSBC) requires a survey for hazardous materials be completed by a qualified person, as defined in OHSR 20.112, before any demolition or renovation work begins. Per OHSR 20.112(8), WSBC also requires a written confirmation that all hazardous materials



# Building Permit

# BP-2021-01281

City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4

identified in the survey have been either safely contained or removed. For all interior alterations where significant amounts of material are being removed the building inspector may ask at his/her discretion for a hazardous materials report. If hazardous materials are identified the building inspector will not perform any inspections until all the hazardous material have been safely contained or removed and confirmed by a qualified professional.

- All new work shall comply with the Vancouver Building By-Law and amendments and all its referenced standards, including their associated conditions.
- This permit is issued without the benefit of a full plan check, on the condition that the work will meet the approval of the District Building Inspector.
- One set of approved up-to-date drawings is to be made available for viewing at the jobsite.
- All work to the satisfaction of the District Building Inspector.
- Both the construction and the ongoing operation of the building (including noise emanating from mechanical equipment) shall be in compliance with the provisions of Noise Control By-law No. 6555.
- Sites must follow Provincial Orders and guidelines in force at all times, and in particular those responding to COVID-19.
- The location of this permit falls within the Broadway Subway Project area. There are potential impacts to construction access to sites and use of City streets for projects in this area due to the Broadway Subway construction. Please contact the City of Vancouver Rapid Transit Office ([rapidtransitoffice@vancouver.ca](mailto:rapidtransitoffice@vancouver.ca)) for more information.

## Inspections

### Description

P3 - Final

P3 - Fire Separation

P3 - Forms/Foundation

P3 - Framing

P3 - Insulation and vapor barrier

P3 - Sheathing

## Additional Notes

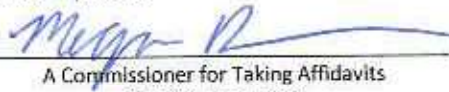
Book inspections by calling 3-1-1 within Vancouver or 604-873-7000 from outside Vancouver.

## Permit Fees

Description	Amount	Tax Amounts	Fee Total	Fee Adjs	Pmts and Adjs	Balance
Building Permit Fee	\$676.50		\$676.50	\$0.00	\$676.50	\$0.00
					<b>Total:</b>	<b>\$0.00</b>

This permit shall be kept available on the site for presentation to Police Officers or City Inspectors.

This is Exhibit "S" referred to in the affidavit  
of, Garth Cambrey affirmed before me on  
June 14, 2021.



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**ANNUAL GENERAL MEETING MINUTES****THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST**

**DATE HELD:** Thursday, April 29, 2021  
**LOCATION:** Virtual via Zoom  
**CALL TO ORDER:** 6:30 PM

---

**Owners in Attendance:** Agnes Mui, 101 and 201  
Peter Tovbis, 301  
Michelle Mok and Dr. James Mok, 401  
Tracey MacLennan, 501  
Dan Sonnenschein, 601

**Also in Attendance:** J. Garth Cambrey, Court Appointed Administrator

**1. CALL TO ORDER**

The Court Appointed Administrator, Mr. Garth Cambrey, called the meeting to order at 6:55 p.m.

**2. CERTIFICATION OF PROXIES**

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total representation of six (6) votes.

**3. DETERMINATION OF QUORUM**

Mr. Cambrey advised that the quorum of two (2) votes had been met and declared the meeting competent to proceed with business.

**4. ELECTION OF PERSON TO CHAIR THE MEETING**

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 B.C. Supreme Court Order.

**5. PROOF OF NOTICE OF MEETING**

Owners were advised that Notice of the Special General Meeting was distributed by email on April 9, 2021 in accordance with the *Strata Property Act* and the Strata Corporation bylaws.

**It was MOVED AND SECONDED (501/601)**

That Notice of the Meeting be accepted.

A vote was taken by a verbal poll and Mr. Cambrey declared the resolution to accept notice of the meeting

**CARRIED UNANIMOUSLY**

**6. APPROVAL OF AGENDA**

Mr. Cambrey asked if there were any questions or concerns about the agenda contained in the general meeting notice. Hearing none, Mr. Cambrey declared the agenda approved as circulated.

**7. APPROVAL OF THE PREVIOUS MINUTES**

It was **MOVED AND SECONDED (501/601)** that the previous Special General Meeting minutes of March 24, 2021 be approved as distributed.

Following discussion, a vote was taken by a verbal poll and Mr. Cambrey declared the vote

**CARRIED (5 votes in favour, 401 opposed)**

**8. REPORT ON INSURANCE**

A summary of the insurance coverage carried by the strata corporation was contained in the general meeting notice. Mr. Cambrey advised it was the same summary reviewed at the last annual general meeting (AGM) given the same policy was in place at the time. No questions or concerns were raised.

**9. APPROVAL OF BUDGET**

a) Consideration of Proposed Budget

A question was raised on the upcoming insurance renewal term effective May 1, 2021. Quotations for both a 6-month and a 12-month renewal terms were provided with the AGM notice.

Mr. Cambrey explained that the proposed budget represented a significant reduction in strata fees as it was anticipated renewing the insurance for a 6-month term in anticipation that the wind up and sale would be complete within that period. He also explained that there were sufficient funds in the operating account to fully pay for the 6-month renewal and that if the owners wish to renew the insurance for a 12-month term a special levy would be required and will be considered later in the meeting.

It was **MOVED AND SECONDED (501/601)**

That the operating budget attached to the Notice of Meeting authorizing \$14,827 in income and expenditures, and the contingency reserve fund budget authorizing \$1,483 in income be approved as circulated.

Following a brief review, an arithmetical error was noted in the "Total Landscaping" column in that the landscaping budget should be \$250 rather than \$2,500 as shown. Mr Cambrey confirmed the corrected budget did not change the proposed strata fees but that the total expenditure, surplus/deficit, and projected closing balances would be changed in the positive. He advised a corrected budget would be provided to all owners and the proposed strata fees would not change.

A vote was taken by a verbal poll and Mr. Cambrey declared the budgets approved as corrected.

**CARRIED UNANIMOUSLY**

b) Financial Information for Current Fiscal Year

Financial information current April 9, 2021 was distributed to all owners with the AGM notice that consisted of a spreadsheet identifying bank balances and expenses of the three bank accounts held by the strata corporation: operating, contingency reserve fund and special levy fund. Mr. Cambrey advised that he balances the spreadsheet with the monthly bank statements, noting the only change from the April 9, 2021 to the date of the meeting was that the February 2021 Administrator bill was not paid.

#### **10. NEW BUSINESS**

a) Waiver of Depreciation Report – ¾ Vote Resolution #1

It was **MOVED AND SECONDED (201/301)**

**WHEREAS:**

The Owners, Strata Plan VR 456, ("Strata Corporation") wish to defer obtaining a Depreciation Report as required under section 94 of the *Strata Property Act* until the conclusion of the Administrator's appointment;

**BE IT RESOLVED:**

By a ¾ vote of the Strata Corporation that the requirement for the Strata Corporation to obtain a Depreciation Report is waived.

A vote was taken by a verbal poll and Mr. Cambrey declared ¾ Vote Resolution #1

**CARRIED UNANIMOUSLY**

## b) 12-Month Insurance Renewal – ¾ Vote Resolution #2

It was **MOVED AND SECONDED (501/401)**

## WHEREAS:

The Administrator has obtained a proposal dated April 7, 2021 from CapriCMW (attached) for renewal of the annual insurance of The Owners, Strata Plan VR 456 ("Strata Corporation");

## AND WHEREAS:

The Strata Corporation has budgeted for a six-month insurance renewal and wishes to renew the policy for 12 months;

## BE IT RESOLVED

By a ¾ Vote of the Strata Corporation, that a special levy in the aggregate amount of Six Thousand Three Hundred Forty-Seven Dollars (\$6,347) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying the additional six-month insurance premium. Such special levy shall be due and payable immediately in proportion with unit entitlement as set out in Schedule "A", below.

**SCHEDULE "A"**  
**THE OWNERS, STRATA PLAN VR 456 - Spruce West**  
**SPECIAL LEVY SCHEDULE**  
 12-Month Insurance Premium

TOTAL SPECIAL LEVY		\$6,347.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$1.10613

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY
1	101	984	\$1,088.44
2	201	977	1,080.69
3	301	977	1,080.69
4	401	977	1,080.69
5	501	977	1,080.69
6	601	846	935.79
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$6,346.99</b>

Following discussion, a vote was taken by a verbal poll and Mr. Cambrey declared ¾ Vote Resolution #2

**DEFEATED UNANIMOUSLY**

Following further discussion on the insurance renewal, Mr Cambrey stated that the budget approval included a 6-month renewal term and that the fact the special levy for the addition premium required for a 12-month renewal was defeated meant the insurance would be renewed for 6 months. He then suggested a majority resolution be proposed to clarify the insurance renewal term and

It was **MOVED AND SECONDED (301/201)**

The strata corporation renew its insurance for a 6-month period consistent with the approved budget and is not restricted to extend the insurance if needed.

A vote was taken by a verbal poll and Mr. Cambrey declared the majority resolution

**CARRIED UNANIMOUSLY**

c) Administrator Fees and Disbursements – ¾ Vote Resolution #3

It was **MOVED AND SECONDED (501/601)**

WHEREAS:

The Owners, Strata Plan VR 456 ("Strata Corporation") is required to pay Administrator fees and disbursements from its operating or contingency reserve fund pursuant to the BC Supreme Court consent order dated April 17, 2020;

AND WHEREAS:

The Strata Corporation will receive future invoices that it expects not to be able to pay;

AND WHEREAS:

The Strata Corporation wishes to raise funds to pay for Administrator invoices not yet received;

**BE IT RESOLVED**

By a ¾ vote of the Strata Corporation, that a special levy in the aggregate amount of Seven Thousand Dollars (\$7,000) be assessed against Strata Lots 1 through 6 (inclusive) in proportion with unit entitlement, for the purpose of paying the Administrator's future invoices. Such special Levy shall be due immediately but may be paid, for convenience purposes only, in 2 equal installments on May 1 and June 1, 2021 as set out in Schedule "B" below.



**SCHEDULE "B"**  
**THE OWNERS, STRATA PLAN VR 456 - Spruce West**  
**SPECIAL LEVY SCHEDULE**  
Administrator Fees & Disbursements

TOTAL SPECIAL LEVY		\$7,000.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$1.21994

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY	Two equal installments due May 1, and June 1, 2021
1	101	984	\$1,200.41	\$600.21
2	201	977	1,191.88	595.94
3	301	977	1,191.88	595.94
4	401	977	1,191.88	595.94
5	501	977	1,191.88	595.94
6	601	846	1,032.06	516.03
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$6,999.99</b>	<b>\$3,500.00</b>

Following a brief discussion, a vote was then taken by a verbal poll and Mr. Cambrey declared  $\frac{3}{4}$  Vote Resolution #3

**CARRIED UNANIMOUSLY**

## **11. TERMINATION**

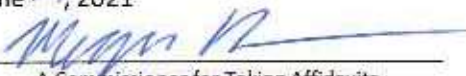
Prior to terminating the meeting, Mr. Cambrey reviewed the next steps regarding the wind up and sale as well as the status of the building permit for the exit stair repair.

There being no further business, owners were thanked for their attendance and Mr. Cambrey terminated the meeting at 8:08 p.m.

This is Exhibit "T" referred to in the affidavit of ,

Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021



A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** Megan Buchanan  
**To:** Megan Buchanan  
**Subject:** FW: VR 456 Updates  
**Date:** Saturday, June 12, 2021 8:31:37 PM  
**Attachments:** VR456 - Summary of Coverages.pdf

---

**Megan Buchanan**

Associate Lawyer

550 – 900 Howe Street  
 Vancouver, BC V6Z 2M4

t. 604 230 6139

w. 604 674 9902  
 f. 604 685 7505

e. [mjb@lmiaw.ca](mailto:mjb@lmiaw.ca)  
 w. [lmiaw.ca](http://lmiaw.ca)

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*Please consider the environment before printing this email.*

**From:** gcambrey@shaw.ca [mailto:gcambrey@shaw.ca]  
**Sent:** Saturday, June 5, 2021 5:24 PM  
**To:** Agnes Mui <aolmui@shaw.ca>; Peter Tovbis <ptovbis@outlook.com>; Michelle Bergeron Mok <modmod@telus.net>; Dr. James Mok <docmok@shaw.ca>; MacLennan Sisters <macleannan3430@gmail.com>; Dan Sonnenschein <dans@portal.ca>  
**Subject:** VR 456 Updates

Dear Owners,

Below is an update on the Insurance renewal, Exit Stairs repairs, and Wind up.

Insurance Renewal

Please find attached a copy of the 6-month insurance renewal summary documents for the period May 1 to November 1, 2021, as approved at the April 29<sup>th</sup>, 2021 AGM. I confirm the premium has been paid in full.

City Work Order re Exit Stairs

Work on the exit stairs started on May 25<sup>th</sup> as per my previous notice. Removal of the failed

nd

firestopping material and installation of new firestopping was completed on June 2 . The contractor is waiting for fabrication of structural steel brackets and expects to start installation about June 14<sup>th</sup>. Work will be completed on one stairway at a time and is expected to take a total of about 7 days.

I reluctantly agreed to an increase in the contract price with HKM based on ¼ the increase in steel costs, as the steel supplier stated it would not provide the steel at the price quoted to HKM. I expect the additional cost to the strata corporation will be \$1,112.50. In weighing the additional material cost against potentially having to stop the work and find a new steel supplier and/or contractor, I decided to negotiate the contract price.

HKM has agreed to a single payment at the end of the project, but it will be subject to a 10% builders' lien holdback for a period of 55 days as required under the *Builders' Lien Act*. Therefore, if the work is completed by the end June as expected, the lien holdback can be released before the end of August provided no liens are filed.

#### Wind Up

I am advised by Paul Mendes that the court documents required for the wind up application are 95% complete. These include the Petition and supporting affidavit material from an owner, Mark Goodman, Derek Lai, the approved liquidator, and me. The court application is expected to be filed by June 11<sup>th</sup> and the documents will be served on all of you or your lawyer. The time required for a response is 21 days, but you may recall after the AGM we discussed possible ways of reducing that time, if owners agree to take no position, or consent to the requested order. I have asked Paul Mendes to include information in the documents you will receive that address these options.

You are encouraged to obtain your own legal advice on the wind up application, but if all owners take no position or consent to the wind up order, the process can likely be expedited. If the matter is contested, the court process will very likely take longer, as the individuals that oppose the wind up will need to be given an opportunity to address the court. I will keep you apprised of the when the court application is made and how it progresses.

Lastly, I advise that under the terms of the Purchase and Sale Agreement (PSA) with Butlerscotch Holdings, approval of the wind up by the court was to occur by June 4<sup>th</sup>. This is referenced in the PSA as the "First Mutual Condition". However, also under the terms of the PSA, I have the authority to extend the First Mutual Condition date up to 180 days. I have exercised my authority to do so and I extended the date 90 days, which I calculate to be September 2<sup>nd</sup>, 2021.

Regards,  
J. Garth Cambrey, Administrator



Summary of Coverages - The Owners Of Strata Plan VR456

**Insured** The Owners Of Strata Plan VR456, Spruce West  
**Policy Period** From: May 1, 2021  
**Location(s)** 1089 West 13th Avenue, Vancouver, BC V6H 1N1

To: November 1, 2021

**Property Policy Number:** CMW M0240  
**Effective** May 1, 2021

Description Of Coverages	Limits Of Liability	Deductibles
<b>Property of Every Description</b> - Per Occurrence, Form CMWM-NCW-2020, Appraisal: May 1, 2021, Year of Cycle: 1	\$3,000,000.	\$100,000.
Business Interruption	Not Covered	
Earthquake - Annual Aggregate	\$3,000,000.	15%, Minimum \$250,000
Flood - Annual Aggregate	\$3,000,000.	\$100,000.
Blanket Glass	Included	
Water Damage		\$100,000.
Sewer Backup		\$100,000.
Illegal Drug Activity		\$100,000.
All Losses arising from Vacant Units		\$100,000.
Sprinkler Discharge		\$250,000.
<b>Equipment Breakdown</b> - By-laws Included	\$3,000,000.	\$500.
Business Interruption - Loss of Profits (Gross Rentals)	Not Covered	
Included Debris Removal; \$500,000 Water Damage; \$500,000 Airborne Contamination; \$500,000 Hazardous Substances; \$500,000 Professional Fees; \$100,000 Contingent Business Interruption; \$100,000 Brands And Labels; \$100,000 Fungus Clean Up Or Removal Coverage; \$100,000 Service Interruption; \$250,000 Extra Expense; \$1,000,000 Expediting Expense	Included	
<b>General Liability</b> - Bodily Injury, Personal Injury and Property Damage Liability - Each Accident or Occurrence	\$10,000,000.	*\$1,000.
Products and Completed Operations - Aggregate Limit	\$10,000,000.	
Non-Owned Automobile	\$10,000,000.	
Advertising Injury Liability	\$10,000,000.	
Medical Payments - Each Person	\$50,000.	
Tenants' Legal Liability - Any One Premises	\$500,000.	\$1,000.
Voluntary Compensation Extension - Strata Volunteers Coverage (Weekly Indemnity of 2/3 of Employee's Weekly Wage, but not exceeding \$500/week & set at \$500/week for Volunteer Workers)	\$50,000.	
<b>Strata Corporation Directors &amp; Officers Liability</b> - Annual Aggregate - Claims Made	\$5,000,000.	Nil
Discrimination Defense Costs	Included	
Employment Practices Liability	Included	
<b>Broad Form Money &amp; Securities</b> - Loss Inside & Outside Premises, Depositors Forgery, Fraud, Theft, Robbery or Burglary	Not Covered	
Employee Dishonesty, Coverage - Form A	Not Covered	
<b>Pollution Liability</b> - Each Pollution Event, Including Bodily Injury or Property Damage and Clean-up Costs	\$1,000,000.	\$10,000.
Aggregate (Master) Policy Limit	\$5,000,000.	
<b>Terrorism and Sabotage Coverage</b>	Not Covered	\$2,500
<b>Volunteer Accident Coverage</b>	Not Covered	7 Day Waiting Period
Principal Sum - \$100,000. Weekly Accident Indemnity - \$500 (maximum 52 weeks)		
Accident Expenses - various up to \$25,000. (please see wording) Dental Expenses \$5,000.		
<b>Intellect Privacy &amp; Data Breach</b>		Nil.
Liability	\$50,000.	
Expense	\$10,000.	
<b>Earthquake Deductible Buy-Down Coverage</b> - Annual Aggregate	Not Covered	

**Conditions - Property**

- All Risks of direct physical loss or damage to property described at location(s) of Risk shown above.
- Basis of Loss Settlement - Replacement Cost including by-laws
- Co-insurance Basis - Stated Amount.
- Extended Replacement Cost - Not Covered
- Any Property additions, renovations or installation work will be subject to a limit of 15% of the insured value, with a maximum of \$1,000,000.

**Conditions - General Liability**

- \*\$1,000. Bodily Injury Deductible shall be waived on the first bodily injury loss/claim if there is no prior bodily injury loss within 5 years from the effective date of the coverage term

**Notable Exclusions & Endorsements**

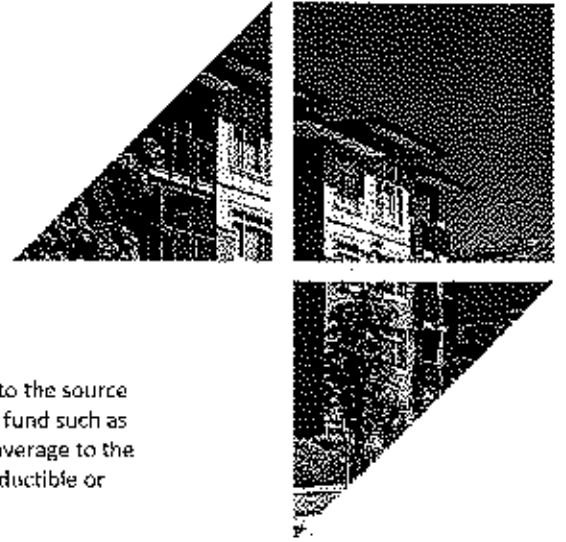
- Property Cyber and Data Endorsement / Communicable Disease Endorsement / Communicable Disease Exclusion / Virus, Bacteria or Microorganism Exclusion / Declaration of Emergency Endorsement
- \*Water Ingress Exclusion (CMWE1-Feb-01-2013)

**E&OE** This document does not form part of the policy. For more specific details, please refer to the actual policy wordings.



## Frequently Asked Questions

- Q. The Strata Corporation carries insurance, why do I also need a Unit Owners/Tenants Policy?**
- A.** An owner and tenant are responsible for obtaining Insurance coverage to cover risks that are not covered by the Strata Corporation's insurance policy.
- Q. What does the Strata Corporation insurance include?**
- A.** The intent of the Strata Corporation insurance is to cover the building as originally constructed by the developer.
- Q. What is not covered by the Strata Corporation, which I should be insuring under a Unit Owners/Tenants Policy?**
- A.** Your personal contents, any improvement or betterment since the original hand over from the developer, additional living expense to cover your relocation costs after a claim, your own personal liability for lawsuits and deductible assessment/loss assessment.
- Q. How do I know whether my policy is for Full Replacement Cost Coverage?**
- A.** Full Replacement Cost is included unless otherwise noted. If Property of Every Description and Equipment Breakdown have the same limits noted, then Full Replacement Cost is in effect.
- Q. Why are deductibles increasing?**
- A.** Increasing costs and frequency of claims have led to poor results for insurers in the strata class of business. In response to ongoing financial losses and an analysis of a strata's claims history, insurers are increasing deductibles to new minimum requirements.
- Q. What is the definition of Sprinkler Discharge?**
- A.** Sprinkler Discharge means activation, discharge and/or leakage of a sprinkler head, a component of the fire suppression system, unless directly resulting from fire, smoke, heat or explosion. Sprinkler discharge is a type of water damage for which insurers sometimes require a higher deductible applied due to losses from this peril.
- Q. What is the definition of Vacant Unit?**
- A.** A unit which is uninhabited at the time of loss, regardless of the presence of furnishings, due to all previous occupants having terminated their residence without intention of lawfully returning and no new occupants having taken up lawful residence.
- Q. What is the definition of Illegal Drug?**
- A.** Illegal Drug Activity means any activity relating to either the growing, cultivation, harvesting, manufacturing, distribution or sale of any non-prescription controlled substance or substances enumerated in Schedule (Section 2) of the federal Controlled Drugs and Substances Act Narcotic Control Regulations C.R.C., c 1041 (as amended from time to time), whether or not the Named Insured is aware of such activity. Often, Illegal Drug Activity is excluded entirely from insurance, but coverage is afforded under our policy.
- Q. What is the definition of Flood?**
- A.** Flood means tsunami, waves, tides, tidal waves or the rising of, the breaking out or the overflow of any body of water whether natural or manmade. For purpose of strata insurance, owners cannot cause a flood (i.e. this is not a potential strata owner deductible assessment). The Flood deductible would be funded by all owners based upon unit entitlement if assessment was required.
- Q. What is the definition of Wildfires of Note?**
- A.** Wildfires of Note means "wildfires which are highly visible or which pose a potential threat to public safety". The Wildfire deductible would be funded by all owners based upon unit entitlement if assessment was required.
- Q. What is my portion of the Earthquake deductible?**
- A.** The earthquake deductible is applied as a percentage of the value of the buildings(s) damaged. The earthquake deductible minimum only applies if the percentage deductible is lower than the minimum stated, which is very rare. For example, a \$10,000,000 building with a 20% deductible, minimum \$250,000, would have a deductible of \$2,000,000. (20% of \$10,000,000, with minimum of \$250,000. Irrelevant). Any special assessment to fund the strata earthquake deductible would be based upon unit entitlement. To calculate the average earthquake deductible assessment to each owner, divide the strata earthquake deductible by the number of units. Using above example, if there were 100 units, the average assessment to each owner would be \$20,000. (\$2,000,000. / 100).



**Q. What is Deductible Assessment/Loss Assessment?**

A. Most Strata Corporation bylaws allow the Strata Corporation to assess the deductible to the source unit owner. Therefore it is imperative all owners have personal insurance coverage to fund such as assessment in the event the strata loss results from their unit. Owners should carry coverage to the highest potential deductible assessment figure which is typically the water damage deductible or sprinkler discharge deductible, if higher.

**Q. What about damage below the Strata Corporation deductible?**

A. While the Strata Property Act requires the Strata Corporation to maintain insurance, the Act does not contain a duty to repair the strata lot. This means that if damage to the Strata Corporation property is below the deductible, all unit owners will typically be responsible for repairing their own units. Moreover, you can be responsible to repair your unit even if the damage is caused by another unit or common property. It is imperative that you have insurance to cover repairs to your unit below the strata deductible, and this coverage is often referred to as Unit Additional Protection under a personal insurance policy.

**Q. How do I find Deductible Assessment/Loss Assessment Insurance?**

A. Get in touch with your current personal insurance provider to get this necessary coverage, share the Summary of Coverage document outlining the Strata Deductibles.

**Q. My personal insurer cannot match the policy deductibles.**

A. Each personal insurer has different stipulations and limitations. Ask your broker for advice on other potential options. CapriCMW is also proud to launch our new Deductible Assessment Buy Up program for unit owners at [capricmw.ca/deductible-coverage](http://capricmw.ca/deductible-coverage).

**Q. What else can I do?**

A. Preventing claims is always best, and not limited to but include that you check and replace your supply lines, know where your water shut off valves are located, consider water leak detectors, perform regular and preventative maintenance, never leave your appliances running while away from home, and consider installing sprinkler cages.

This is **Exhibit "U"** referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567



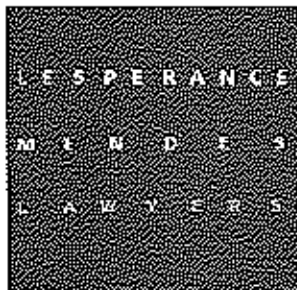
## Megan Buchanan

---

**From:** Megan Buchanan  
**Sent:** Monday, June 14, 2021 10:08 AM  
**To:** Megan Buchanan  
**Subject:** FW: [EXT] RE: [EXT] RE: Shoring and Fire stopping-Spruce West 1089 West 13th

### Megan Buchanan

Associate Lawyer



550 – 800 Howe Street  
Vancouver, BC V6Z 2M4

t 604 230 6139  
w 604 674 9902  
f 604 685 7505

e [mjb@lm1aw.ca](mailto:mjb@lm1aw.ca)  
w [lm1aw.ca](http://lm1aw.ca)

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**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca) <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** December 17, 2020 3:15 PM  
**To:** 'Easby, Scott' <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Subject:** RE: [EXT] RE: [EXT] RE: Shoring and Fire stopping-Spruce West 1089 West 13th

Hi Scott,

I confirm our meeting on December 24<sup>th</sup> at 10 am on site. I will see you then.

Garth Cambrey

**From:** J. Garth Cambrey <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** December 16, 2020 3:27 PM  
**To:** Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Subject:** Re: [EXT] RE: [EXT] RE: Shoring and Fire stopping-Spruce West 1089 West 13th

Thanks Scott.

I will make those arrangements and confirm with you. It might take me a day or so to provide confirmation.

Garth Cambrey

On Dec 16, 2020, at 3:24 PM, Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)> wrote:

Hi Garth,

I can do Thursday, Dec. 24 morning if you want to be there, say 10:00am. Please confirm if that works and we'll do it then.

Regards,

**Scott Easby** | District Building Inspector  
Development, Buildings, & Licensing  
City of Vancouver | 555 W 10th Ave  
**604.873.7879**  
[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)

**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca) <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** Wednesday, December 16, 2020 2:24 PM  
**To:** Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Subject:** [EXT] RE: [EXT] RE: Shoring and Fire stopping-Spruce West 1089 West 13th

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Hi Scott,

I do not have access to the building but can very likely arrange it for next week. If you would like me to be present, I can meet you Thursday, December 24<sup>th</sup> in the morning. Otherwise, let me know what day is best for you and I will make arrangements, but will not be able to attend personally.

As far as I am aware, there has been no change in the condition of the stairways since at least June 2018.

Please let me know what date and time work best for you to view the building/stairways.

Regards,  
Garth Cambrey

**From:** Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Sent:** December 16, 2020 2:11 PM  
**To:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)  
**Subject:** RE: [EXT] RE: Shoring and Fire stopping-Spruce West 1089 West 13th

Hi Garth,

I spoke to my Manager and he said we should arrange a site meeting to review the status and relay the additional costs associated with a court proceeding. If there is no resolution they will get a 30 day order to comply and if that day passes without a permit application it will be referred for prosecution.

Let me know what day is good. Mornings work for me and this Friday I am off.

Regards,

Scott Easby | District Building Inspector  
Development, Buildings, & Licensing  
City of Vancouver | 515 W 10<sup>th</sup> Ave  
604.873.7879  
[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)

**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca) <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** Friday, December 11, 2020 12:45 PM  
**To:** Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Subject:** [EXT] RE: Shoring and Fire stopping-Spruce West 1089 West 13th  
**Importance:** High

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Hi Scott,

I'm following up on my December 9<sup>th</sup> email below to request a telephone conference with you to discuss the exit stair issue at VR 456. The City's position is of utmost importance and something I need to understand before I determine how to best address the matter with the strata corporation. This is a time sensitive matter.

I look forward to hearing from you at your earliest opportunity.

Regards,  
Garth Cambrey

**From:** [gcambrey@shaw.ca](mailto:gcambrey@shaw.ca) <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** December 9, 2020 9:24 AM  
**To:** 'Easby, Scott' <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Subject:** RE: Shoring and Fire stopping-Spruce West 1089 West 13th

Hi Scott,

I regret to confirm that the additional funds required to complete the exit stair work were not approved at the special general meeting last night. I am considering how best to approach this remaining issue and would welcome your input. Perhaps it would be easier over the telephone.

Regards,  
Garth Cambrey

**From:** Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Sent:** October 28, 2020 1:25 PM  
**To:** J. Garth Cambrey <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Subject:** RE: [EXT] RE: [EXT] RE: Temporary Shoring and Fire stopping-Spruce West 1089 West 13th

Hi Garth,

Thank you for the update. Hopefully the additional funds will get worked out as required. I've attached a copy of a building fee page from our Vancouver Building By-law which is available for review online.

Regards,

Scott Easby | District Building Inspector  
Development, Buildings, & Licensing  
City of Vancouver | 535 W 10th Ave  
604.873.7879  
[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)

**From:** J. Garth Cambrey <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** Wednesday, October 28, 2020 9:21 AM  
**To:** Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)>  
**Subject:** [EXT] RE: [EXT] RE: Temporary Shoring and Fire stopping-Spruce West 1089 West 13th

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Hi Scott,

I spoke with RJC yesterday after the pricing came in from 3 contractors. The strata corporation raised \$50,000 to do this work but the permanent repair pricing came in at about \$65,000 plus taxes, consulting fees, permits and contingency. I cannot cause the strata corporation to contract for this work until the funds are in place. Therefore, I intend on holding a general meeting in the first week of December to raise the additional funds. I will keep you posted on the outcome of the meeting.

In the meantime, can you please advise me on the estimated permit fees?

Regards,

J. Garth Cambrey, B. Comm., C.Arb., RI  
Administrator  
C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

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**From:** J. Garth Cambrey [<mailto:gcambrey@shaw.ca>]  
**Sent:** Friday, September 25, 2020 2:39 PM  
**To:** Easby, Scott  
**Subject:** Re: [EXT] RE: Temporary Shoring and Fire stopping-Spruce West 1089 West 13th

Thank you Scott, I will keep you posted as things progress.  
Garth

On Sep 25, 2020, at 2:36 PM, Easby, Scott <[scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca)> wrote:

Hi Garth,

This is Exhibit "V" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567




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**REGISTERED AND REGULAR MAIL**

January 25, 2021  
CF-2018-003258

**Contact Person:**  
Scott Easby  
Building Inspector  
604-873-7879  
scott.easby@vancouver.ca

OWNERS STRATA PLAN VR458  
201 – 1089 W 13<sup>TH</sup> AVENUE  
VANCOUVER BC V6H 1N1

## **UNSAFE ORDER**

RE: 1089 W 13TH AVENUE

Further to previous correspondence, on December 24, 2020 the District Building Inspector conducted an inspection at the above-noted property and observed the following unsafe conditions still exist:

- Structural integrity has been compromised for the exit scissor stairs.
- Fire-separation deterioration.

The above-noted conditions at the property constitute Unsafe Conditions contrary to Article 1.3.3.5 of Division C of Building By-law No. 12511 (the By-law), in that it could cause undue hazard or risk to the life, limb or health of any person authorized, expected or anticipated to be on or about the premises.

Sentences 1.3.3.5.(1) and 1.5.3.3.(1) of Division C of the By-law specifically state:

*1.3.3.5. Unsafe Conditions*

*1) No person who is an owner or who is involved in the construction, relocation or occupancy of a building shall cause, allow or maintain any unsafe condition.*

*1.5.3.3. Order to Remove Unsafe Condition*

*1) When any building, construction or excavation or part thereof is in an unsafe condition, the Chief Building Official may issue a written order to the owner, certifying the existence of an unsafe condition and requiring correction of any unsafe condition found on a building site, within a specified time.*

Therefore, pursuant to Articles 1.4.1.22, 1.5.3.3, and 1.5.4.2 of Division C of the Building By-law, you are ordered to:

1. Obtain the required Building Permit to correct the unsafe conditions for the exit scissor stair and fire-separation, **within 30 days of the date of this order.**

The Development and Building Services Centre has temporarily suspended some operations as our number one priority has to be to protect your health and to protect our community in stopping the spread of the COVID-19 virus. Therefore, please do not attend the Services Centre in person at this time.

For information on applying for a permit and the required documents, visit the City's website at <http://vancouver.ca/home-property-development/apply-for-and-manage-your-permit.aspx>. You may also contact the Development and Building Services Centre by emailing us at [permitquestions@vancouver.ca](mailto:permitquestions@vancouver.ca). If you do not have access to email, please call 3-1-1 and advise the agent that you have received an enforcement letter and would like your inquiry forwarded to the Development and Building Services Centre.

**PLEASE NOTE, THE BUILDING/SITE MUST BE MAINTAINED IN A SAFE CONDITION.**

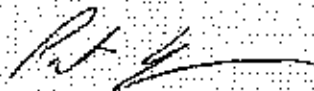
Please be advised that failure to comply with this order will result in the matter being referred to the City Prosecutor with a request to approve charges against you under the applicable By-law(s). If charges are subsequently laid you will be required to attend Provincial Court and will face liability upon conviction to a fine of not less than \$500 for each day that the offence continues.

The imposition of fines by the Court will not absolve you from the requirement to comply with the By-law(s).

If you are selling your property you should disclose the contents of this order to the prospective purchaser and their representatives.

For questions or concerns please contact Scott Easby, District Building Inspector at 604-873-7879 or via email at [scott.easby@vancouver.ca](mailto:scott.easby@vancouver.ca).

Yours truly,



P. Ryan, M. Sc., P. Eng.  
Chief Building Official

Copy: Posted on site

This is Exhibit "W" referred to in the  
affidavit of , Garth Cambrey affirmed before  
me on June 14, 2021



---

A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567





# MINUTES OF MEETING NO. 1

## Spruce West – Stair Temporary Shoring

RJC No. VAN.122220.0006

Minutes of Meeting on May 13, 2021 at 11:00 am

Location: 1089 West 13<sup>th</sup> Ave, Vancouver, BC

Recorded By: Kevin Riederer

### Invitees:

	NAME	COMPANY	INITIALS	EMAIL
*	Garth Cambrey	Spruce West, Strata Plan VR 456	SW	GCambrey@shaw.ca
*	Trevor Little	Hodgson, King and Marble Ltd.	HKM	Trevor@hkmfld.com
*	Carlos Sa	Hodgson, King and Marble Ltd	HKM	Carlos@hkmfld.com
*	Kevin Riederer	Read Jones Christoffersen Ltd.	RJC	KRiederer@rjc.ca
	Amy Scott	Read Jones Christoffersen Ltd.	RJC	AScott@rjc.ca

\* DENOTES MEETING ATTENDANCE

ITEM	DESCRIPTION	ACTION																		
MM/DD/YY	<i>Note: italicized items are carry over items from previous meetings and recorded for reference only. The date of the first meeting when item was minuted is indicated.</i>																			
<b>1.0</b>	<b>ACCEPTANCE</b>																			
05/13/21	Since there were no previous meeting minutes, no minutes were accepted.	INFO																		
<b>1.1</b>	<b>INTRODUCTIONS / PROJECT REPRESENTATIVES</b>																			
05/13/21	The following contact information is provided:	INFO																		
	<table border="1"> <thead> <tr> <th>Project Contact</th> <th>Role</th> <th>Contact</th> </tr> </thead> <tbody> <tr> <td>Garth Cambrey</td> <td>SW – Administrator, Strata Plan VR456</td> <td>604-365-3992</td> </tr> <tr> <td>Trevor Little</td> <td>HKM – Project Manager</td> <td>604-341-1887</td> </tr> <tr> <td>Carlos Sa</td> <td>HKM – Site Superintendent</td> <td>604-230-1717</td> </tr> <tr> <td>Kevin Riederer</td> <td>RJC – Project Engineer</td> <td>778-728-0489</td> </tr> <tr> <td>Amy Scott</td> <td>RJC – Design Engineer</td> <td>779-722-0954</td> </tr> </tbody> </table>	Project Contact	Role	Contact	Garth Cambrey	SW – Administrator, Strata Plan VR456	604-365-3992	Trevor Little	HKM – Project Manager	604-341-1887	Carlos Sa	HKM – Site Superintendent	604-230-1717	Kevin Riederer	RJC – Project Engineer	778-728-0489	Amy Scott	RJC – Design Engineer	779-722-0954	
Project Contact	Role	Contact																		
Garth Cambrey	SW – Administrator, Strata Plan VR456	604-365-3992																		
Trevor Little	HKM – Project Manager	604-341-1887																		
Carlos Sa	HKM – Site Superintendent	604-230-1717																		
Kevin Riederer	RJC – Project Engineer	778-728-0489																		
Amy Scott	RJC – Design Engineer	779-722-0954																		
<b>1.2</b>	<b>LINES OF COMMUNICATION</b>																			
05/13/21	RJC noted that all communication is to go through Amy with copy to Kevin. HKM noted all correspondence is to go through Trevor. SW noted that all correspondence is to go through Garth.	INFO																		


<b>1.3</b>	<b>PROJECT NOTICES</b>	
05/13/21	SW will provide notice of the project schedule to the owners once it has been provided by HKM. SW to notify owners that valuables in the storage area should be removed as this area will be used by HKM during the work.	HKM/SW
<b>1.4</b>	<b>PERMITS</b>	
05/13/21	Permit has been issued by the City and received by RJC. RJC to provide HKM with hard copy. HKM to post a copy of the permit near the front entry. SW requested a soft copy of the permit, RJC to provide.	HKM
<b>1.5</b>	<b>CONTRACT STATUS</b>	
05/13/21	Contract has been signed by all parties.	INFO
<b>1.6</b>	<b>ISSUED FOR CONSTRUCTION DOCUMENTS</b>	
05/13/21	RJC to issue IFC drawings to HKM and SW.	RJC
<b>1.7</b>	<b>SCHEDULE</b>	
05/13/21	HKM to prepare and issue schedule. Estimated start date is 2-3 weeks away.	HKM
<b>1.8</b>	<b>PHASING PLAN</b>	
05/13/21	Project will not require phasing. HKM's plan is to complete the fire-stopping work, then the steel installation and will work in one stair only at a time so that at least one fire exit stair is unobstructed at all times.	INFO
<b>1.9</b>	<b>COVID-19 MEASURES</b>	
05/13/21	No specific requirements for this project. HKM will follow their standard procedures to comply with workplace requirements.	INFO
<b>1.10</b>	<b>CHANGE ORDERS, SUPPLEMENTAL INSTRUCTIONS, REQUESTS FOR INFORMATION</b>	
05/13/21	All CO's, SI's, and RF's to go through RJC.	INFO
<b>1.11</b>	<b>FIELD REVIEW</b>	
05/13/21	RJC requests 24hr notice for field reviews. RJC and HKM to coordinate with City of Vancouver regarding fire-stopping review	INFO
<b>1.12</b>	<b>PROGRESS CLAIMS</b>	
05/13/21	HKM anticipates one progress claim at the end of the project.	INFO
<b>1.13</b>	<b>JOINT HOLDBACK ACCOUNT</b>	
05/13/21	RJC to review contract and confirm.	INFO
<b>1.14</b>	<b>DELIVERY OF CRITICAL MATERIALS AND EQUIPMENT</b>	
05/13/21	Steel shop drawings to be started once IFC drawings are issued by RJC.	RJC/HKM
<b>1.15</b>	<b>SUBMITTALS</b>	
05/13/21	HKM has submitted the fire-stopping material submittal to RJC, subject to limits of the site conditions. HKM to review with supplier. RJC to confirm if City of Vancouver review is required before installation. Steel shop drawings to be submitted to RJC for review.	HKM/RJC

<b>1.16</b>	<b>PRE-CONSTRUCTION SUBMITTALS</b>	
05/13/21	HKM will provide evidence of general liability insurance. No bonding is required for the project.	INFO
<b>1.17</b>	<b>PRE-CONSTRUCTION SURVEY</b>	
05/13/21	HKM will complete their pre-construction survey for their benefit.	HKM
<b>1.18</b>	<b>HOURS OF WORK</b>	
05/13/21	All agreed that work will generally take place between 7:30 am and 4:30 pm.	INFO
<b>1.19</b>	<b>SITE SAFETY AND SECURITY</b>	
05/13/21	No site specific safety or security items were identified.	INFO
<b>1.20</b>	<b>SITE ACCESS/KEYS</b>	
05/13/21	SW provided HKM with one key for access to the building and storage space.	INFO
<b>1.21</b>	<b>MATERIALS/GARBAGE STORAGE</b>	
05/13/21	HKM proposed to have a garbage bin adjacent to the east wall of the building. This was agreed to by SW.	INFO
<b>1.22</b>	<b>HOARDING/PROTECTION OF PROPERTY/WEATHER PROTECTION</b>	
05/13/21	HKM will require temporary closure of the stair during negative air pressurization for demolition work. No other hoarding or protection measures were noted.	INFO
<b>1.23</b>	<b>PARKING</b>	
05/13/21	SW noted that HKM will have access to the four surface level parking spots.	INFO
<b>1.24</b>	<b>WATER/POWER SUPPLY</b>	
05/13/21	SW noted that HKM can access building power if available. HKM noted they can use a generator if required. Water access is not required.	INFO
<b>1.25</b>	<b>WASHROOMS</b>	
05/13/21	SW to confirm if access to vacant ground floor unit will be provided.	SW
<b>1.26</b>	<b>STEEL PRICE</b>	
05/13/21	HKM noted significant recent increase in steel costs and requested that RJC and SW review if contract price can be adjusted. SW and RJC to review	RJC/SW
	<b>NEXT MEETING</b>	
	The next meeting is tentatively set for 1 week after HKM mobilizes to the site. A virtual meeting is preferred by ALL. RJC to coordinate and forward invitation.	INFO

*Note: Should there be any errors or omissions from these minutes, please notify the writer so that a clarification may be issued. The minutes will otherwise be deemed acceptable.*

This is Exhibit "X" referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** J. Garth Cambrey  
**To:** "agnes"  
**Subject:** RE: Fairlane proposed repairs  
**Attachments:** Estimate 4376 - Strata Plan 456.msg  
 Estimate 4377 - Strata Plan 456.msg  
 Estimate 4378 - Strata Plan 456.msg

---

Hi Agnes,

Thank you for providing this information. I note the documents provided were estimates rather than invoices.

Upon review, I authorize the work in estimate # 4376 excluding the items you have listed. I agree the estimate should be revised to reflect the change in labour cost.

I also authorize the work in estimate #4377 for the elevator shaft.

Estimate # 4378 must be postponed until next year.

If you could kindly arrange for the authorized work to be completed I would appreciate it.

Regards,  
 Garth Cambrey

---

**From:** agnes [mailto:adolm@shaw.ca]  
**Sent:** Wednesday, October 21, 2020 5:55 PM  
**To:** J. Garth Cambrey  
**Subject:** Fairlane proposed repairs

Hi Garth,

Attached are copies of Fairlane's estimates for repairs, sent to us for approval. As in all previous years, they have included many items which we have typically declined.

I enclose my own views on these estimates for your consideration. Please advise.

Thank you,  
 aol

Notes regarding Fairlane's estimate for repairs per their invoice # 4377, # 4378, and # 4376

Invoice # 4378 \$1,176.00

If this is their "winterization" proposal, it feels a little steep, and we don't recall ever paying for "winterization" like this in the past - with the exception of last year's 3-minute "look", for which they billed us \$175.00, to which I lodged a complaint to them.

Invoice # 4377 \$210.00

Otis has suggested that we co-ordinate this with the Otis technician's regular monthly service call (they are flexible right now), and Fairlane's visit, thereby saving the extra travel charges from Otis.

Invoice # 4376 \$1,988.07

Item code 400613, 4401003 5 fire alarm bells and mounting plates. We have been vetoing this item for years, as when we ask the fire inspectors annually, they are aware of it and do not see it as an issue. The only difference is that this year, we must change the non-working bell on the 4<sup>th</sup> floor

Item 401015 exit sign bulbs - I have been changing these myself for almost 20 Years at a cost which is negligible, and would prefer to continue doing so, along with the light bulbs both inside and outside.

S-Service Service charges should be amended to reflect any items which We do not require Fairlane to do, but will do ourselves.

It should also be noted that at the July 13<sup>th</sup>, 2020 meeting, the vote for a special levy to pay for "repairs" from Fairlane was unanimously defeated.



# FAIRLANE FIRE PREVENTION LTD.

4877 Hastings Street  
Burnaby, BC V5C 2L1  
Phone: 604-291-7291  
Fax: 604-291-8419  
Email: email@fairlanefire.com  
Website: www.fairlanefire.com

Estimate No.	4376
Estimate Date	18 Oct 20 20
Estimate Terms	Net 30 Days

## Required Repairs ESTIMATE

**Attention** Agnes  
604-731-1891  
aolmui@shaw.ca  
This estimate is for Required Repairs following your recent annual inspection at this location.

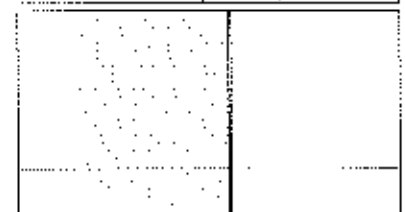
**Bill To** Strata Plan 456  
c/o A Mui  
201, 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

**Ship To** 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

Page of 1

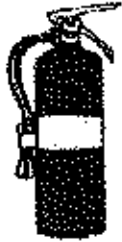
ItemCode	Quantity	Description	Price	Unit	Extension
<b>Materials:</b>					
		Access to units 401 and 501 to test the fire alarm devices and complete the annual inspection.			
400613	5	Fire Alarm Bell 10" 24v Mircom BL10	90.000	EA	450.00
401003	5	Mounting Plate-Universal Bell-MP101 (Faulty/Painted - lobby O/S elevator, O/S 201, O/S 401, O/S 501, O/S 601)	10.000	EA	50.00
500032	3	5 LB ABC Extinguisher w/ Wall Brkt (Uneconomical to service - O/S 101, O/S 301, O/S 601)	50.000	EA	150.00
120808	6	Hydrotest Dry & Fold Fire Hose (Due for service - 1st floor to 6th floor)	30.000	EA	180.00
401164	1	1/2" x Close Nipple	3.000	EA	3.00
401162	1	1" 90 Degree Elbow	5.000	EA	5.00
401155	1	1/2" Ball Drip Valve (For fire department connection line #2)	30.000	EA	30.00
401015	2	Exit Sign Bulb LED (Burnt out - basement fire exit by elevator)	13.500	EA	27.00
400594	1	Water Gauge (Due to age - 6th floor stairwell) Please note water gauges should be replaced every 5 years as per NFPA 25.	35.000	EA	35.00

**NOTE:** This estimate is for work performed during regular business hours: Monday - Friday, 8:00am - 4:30pm.  
After hours/weekend appointments will be subject to additional charges.  
All prices quoted are guaranteed for a period of 60 days.  
An extension of this estimate may be granted upon request.  
GST, PST, truck consumable charge, disposal fee, and all parts and labour for further repairs, if required, are subject to additional charges.



### FIRE EQUIPMENT SALES AND SERVICE OF:

Fire extinguishers, fire alarm systems, sprinkler systems, standpipe systems, backflow preventers, emergency light units, exit signs, fire hoses, extinguisher rentals, extinguisher training, fire safety plans, hydrostatic cylinder testing, visual plus, recharging for CO2 beverage bottles.



# FAIRLANE FIRE PREVENTION LTD.

4877 Hastings Street  
Burnaby, BC V5C 2L1  
Phone: 604-291-7291  
Fax: 604-291-8419  
Email: email@fairlanefire.com  
Website: www.fairlanefire.com

Estimate No.	4376
Estimate Date	18 Oct 20 20
Estimate Terms	Net 30 Days

## Required Repairs ESTIMATE

**Attention** Agnes  
604-731-1891  
aolmai@shaw.ca  
This estimate is for Required Repairs following your recent annual inspection at this location.

**Bill To** Strata Plan 456  
c/o A Mui  
201, 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

**Ship To** 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

Page of 2

ItemCode	Quantity	Description	Price	Unit	Extension
401166	1	1/4" x Close Nipple	3.000	EA	3.00
401151	1	1/4" Plug	3.000	EA	3.00
250810	1	1/4" 3-Way Gauge Valve (To install shut off for gauge - 6th floor stairwell)	30.000	EA	30.00
S-SERVICE	1	Service Charge To gain access to 2 missed suites to complete the annual inspection. To replace 5 bells, 2 exit sign blubs, and test operation. To replace 3 fire extinguishers. To replace 1 ball drip in the sprinkler room. To drain wet standpipe system, replace gauge, install gauge valve, refill system, and restore to normal service. To remove 6 fire hoses for service and leave loaners. To return serviced fire hoses and pick-up loaners.	850.000	EA	850.00
45001	1	Truck Consumables Charge	20.000	EA	20.00
501128	3	Extinguisher Disposal Fee	5.000	EA	15.00
<b>Total Material</b>					<b>786.00</b>
<b>Labour:</b>					
<b>Total Labour</b>					<b>.00</b>

**NOTE:** This estimate is for work performed during regular business hours: Monday - Friday, 8:00am - 4:30pm.  
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<b>Sub Total</b>	1,851.00
<b>PST</b>	44.52
<b>GST</b>	92.55
<b>Total Estimated</b>	<b>1,988.07</b>

### FIRE EQUIPMENT SALES AND SERVICE OF:

Fire extinguishers, fire alarm systems, sprinkler systems, standpipe systems, backflow preventers, emergency light units, exit signs, fire hoses, extinguisher rentals, extinguisher training, fire safety plans, hydrostatic cylinder testing, visual plus, recharging for CO2 beverage bottles.





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Burnaby, BC V5C 2L1  
Phone: 604-291-7291  
Fax: 604-291-8419  
Email: email@fairlanefire.com  
Website: www.fairlanefire.com

Estimate No.	4378
Estimate Date	18 Oct 20 20
Estimate Terms	Net 30 Days

## Required Testing ESTIMATE

**Attention** Agnes  
604-731-1891  
aolmui@shaw.ca  
This estimate is for Required Testing following your recent annual inspection at this location.

**Bill To** Strata Plan 456  
c/o A Mui  
201, 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

**Ship To** 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

Page 1 of 1

ItemCode	Quantity	Description	Price	Unit	Extension
Materials:					
140803	1	5Yr Wet Standpipe Hydro & Flow Test As required by NFPA 25.	500.000	EA	500.00
140397	2	5Yr FD Internal Check Valve Insp. As required by NFPA 25.	300.000	EA	600.00
45001	1	Truck Consumables Charge	20.000	EA	20.00
		<b>BE ADVISED:</b> The fire department connections are located on a fenced-in patio area on the west side of the building on Spruce Street and are not accessible or visible from the street as required by the BC Fire Code. We strongly recommend installing a fire department connection sign to help the fire department locate the fire department connection in case of emergency. Pricing available upon request.			
Total Material					.00
Labour:					
Total Labour					.00

**NOTE:** This estimate is for work performed during regular business hours: Monday - Friday, 8:00am - 4:30pm.  
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All prices quoted are guaranteed for a period of 60 days.  
An extension of this estimate may be granted upon request.  
GST, PST, truck consumable charge, disposal fee, and all parts and labour for further repairs, if required, are subject to additional charges.

<b>Sub Total</b>	1,120.00
<b>PST</b>	.00
<b>GST</b>	56.00
<b>Total Estimated</b>	1,176.00

### FIRE EQUIPMENT SALES AND SERVICE OF:

Fire extinguishers, fire alarm systems, sprinkler systems, standpipe systems, backflow preventers, emergency light units, exit signs, fire hoses, extinguisher rentals, extinguisher training, fire safety plans, hydrostatic cylinder testing, visual plus, recharging for CO2 beverage bottles.



# FAIRLANE FIRE PREVENTION LTD.

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Burnaby, BC V5C 2L1  
Phone: 604-291-7291  
Fax: 604-291-8419  
Email: email@fairlanefire.com  
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Estimate No.	4377
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aolmui@shaw.ca  
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201, 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

**Ship To** 1089 W 13th Avenue  
Vancouver, BC V6H 1N1

Page of 1

ItemCode	Quantity	Description	Price	Unit	Extension
Materials:					
130394	1	Elevator Shaft Fire Alarm Sys Test	180.000	EA	180.00
45001	1	Truck Consumables Charge NOTE: If these repairs are completed with your most recent estimate, then this estimate will be exempt from the Truck Consumables Charge.  NOTE: Elevator Company charges to be paid by customer.	20.000	EA	20.00
Total Material					.00
Labour:					
Total Labour					.00


**NOTE:** This estimate is for work performed during regular business hours: Monday - Friday, 8:00am - 4:30pm. After hours/weekend appointments will be subject to additional charges.  
All prices quoted are guaranteed for a period of 60 days.  
An extension of this estimate may be granted upon request.  
GST, PST, truck consumable charge, disposal fee, and all parts and labour for further repairs, if required, are subject to additional charges.

<b>Sub Total</b>	200.00
<b>PST</b>	.00
<b>GST</b>	10.00
<b>Total Estimated</b>	210.00

### FIRE EQUIPMENT SALES AND SERVICE OF:

Fire extinguishers, fire alarm systems, sprinkler systems, standpipe systems, backflow preventers, emergency light units, exit signs, fire hoses, extinguisher rentals, extinguisher training, fire safety plans, hydrostatic cylinder testing, visual plus, recharging for CO2 beverage bottles.

This is Exhibit "Y" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**Goodman:**

# **PROPOSAL**

---

**Spruce West**  
1089 West 13th Avenue, Vancouver

Prepared for  
J. Garth Cambrey  
Administrator for Owners, Strata Plan VR 456  
June 9, 2020

**"DILIGENCE IS THE  
MOTHER OF GOOD  
LUCK."**

Benjamin Franklin

# Goodman:

June 9<sup>th</sup>, 2020

J. Garth Cambrey, B. Comm., C.Arb., RI

Court-Appointed Administrator c/o Cambrey Consulting Ltd.  
2300 – 2850 Shaughnessy Street  
Port Coquitlam, BC V3C 6K5

## **Re: Marketing & Sale Proposal for the Owners of Strata Plan VR 456 (Spruce West)**

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Dear Mr. Cambrey,

Thank you for inviting us to submit a proposal for Spruce West, a 6-unit, 6-storey residential strata building located in Vancouver's Fairview neighborhood at 1089 W. 13<sup>th</sup> Avenue, Vancouver.

Our proposal, contained herein, provides an overview of our company and expertise, background on the lead brokers who would be handling the marketing and sale program, a list of our wind-up experience, our recent sales activity over the last two quarters (pre-COVID and during the pandemic), a 10-year snapshot of our sales record, select media coverage, our proposed commission rate (including cooperating fee to outside agents) and anticipated timeline. As discussed, we have not provided an opinion of value at this initial stage. We would be pleased to move forward with this next step at a time of your choosing.

Our proven marketing program will proceed with an aggressive campaign including email, internet, social media, phone and print, highlighting the amazing attributes of the subject property and its attractive investment appeal to a local, national and international audience. Approximately 50,000 world-wide subscribers to The Goodman Report will receive a detailed information package on the property with the ability to review pictures, Google maps and a property description highlighting the property's attributes. In addition to Spruce West being prominently featured on the front page of our website [www.goodmanreport.com](http://www.goodmanreport.com), we will also post details on several other prominent real estate websites. A high-quality sales brochure will be mailed out to thousands of investors/developers made up of local and international prospects and other centers of influence (i.e., lenders, appraisers, lawyers, CAs, financial planners and media). We will also advertise locally and nationally by taking out ads in various newspaper publications.

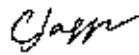
We feel our company is best suited to take on this listing mandate given our proven track record with strata-wind up sales, almost 40 years of combined experience, and a superior marketing program! As a reference, we'd be happy to put you in touch with the lawyer who assisted in our most recent strata-wind up sale in Kerrisdale. This transaction occurred in May 2020 and closes June 15<sup>th</sup>, 2020.

Feel free to contact us with any questions and thank you again for the opportunity.

Sincerely,



Mark Goodman, Principal



Cynthia Jagger, Principal

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**Goodman:**

# CONTENTS

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**Spruce West**

1089 West 13th Avenue, Vancouver

- 01 Property
- 02 Team profile
- 03 Notable clients
- 04 Selected wind-up listings & sales
- 05 Selected listing & sales
- 06 Strata wind-ups—frequently asked questions
- 07 Site map & aerial
- 08 Share distribution
- 09 Goodman sales record
- 10 Media coverage
- 11 Marketing timeline & commission rate

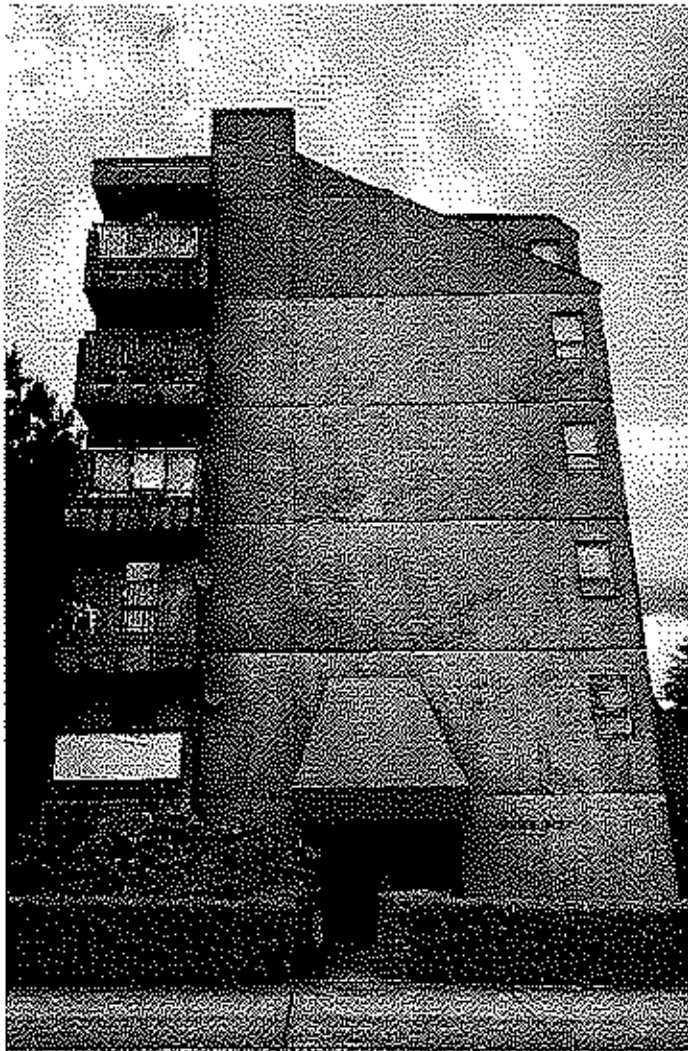
## 01 PROPERTY

### PROPERTY SUMMARY

Registered owner	Owners of Strata Plan VR 458		
Name of building	Spruce West		
Address	1089 West 13th Avenue, Vancouver		
Legal description	Strata Lots 1-6, Plan VAS456, District Lot 526, New Westminster Land District		
PID	004-046-471, 004-046-480, 004-046-498, 004-046-501, 004-046-510, 004-046-528		
Zoning	RM-3 Multiple Family Dwelling		
Lot size	99.93' x 62.51' (6,246 SF)		
Location	Fairview		
Year built	1977		
Storeys	6		
Net rentable area	5,738 SF		
Units	6		
Suite mix*		No. units	Avg. SF
	One bedroom	1	846 SF
	Two bedroom	5	978 SF
	<b>Total</b>	<b>6</b>	
Parking	TBA		
Taxes (2019)	\$11,894		
Assessments (2020)	Land	\$3,285,000	
	Improvements	\$956,000	
	<b>Total</b>	<b>\$4,241,000</b>	

\*Suite type and size based on Tax Report and Strata Plan





## 02 TEAM PROFILE



### **Mark Goodman, Principal**

Mark Goodman aggressively seeks new ways of marketing properties and perfecting the purchase and sale of real estate. He's sold over \$3 billion in apartment buildings and development sites in more than 500 transactions.

Since 2002, Mark has been a Goodman partner and principal. Over the years, he's played a pivotal role in putting the company ahead of the industry curve.

Mark's clients include CAPREIT, Starlight Investments, Gold Holdings, Mayfair Properties, Wall Financial, Cressey Development, Hollyburn Properties, Polygon Homes, Intracorp, Prospero Group and Boss Properties.

Mark is a past director of the Vancouver Real Estate Board --- Commercial Division.

Mark plays a lead role in publishing the Goodman Report, the company's state-of-the-art platform for apartment news and marketing. The Goodman Report has positioned Goodman Commercial as authorities on apartment building sales in B.C. and across Canada. Mark is frequently quoted in the *Vancouver Sun*, *National Post*, *The Globe and Mail*, *Business in Vancouver*, *Western Investor*, *Landlord BC Magazine* and more. He has been a moderator and keynote speaker for the Urban Development Institute, Vancouver Real Estate Forum and the Canadian Apartment Investment Conference.

When not exercising his passion for real estate, Mark spends time with his wife and two young children. He holds a degree in psychology from the University of British Columbia.



## Cynthia Jagger, Principal

A powerhouse broker and industry advocate, Cynthia provides clients with the most valuable thing in the market: knowledge.

For our clients, Cynthia answers questions like:

*"If I buy this piece of land, what use would create the highest profit?"*

*"If I buy this apartment building today, what rent could I charge now and after renovations?"*

*"If I build a new rental project, what will it be worth when it's finished?"*

Cynthia knows land and multifamily buildings. A former appraiser, she's consulted to clients on tens of billions of dollars' worth of commercial real estate in B.C. and hundreds of rental apartment buildings while providing guidance on some of the biggest land deals in Vancouver's history.

Since joining Goodman, Cynthia has completed over a billion dollars' worth of sales in Metro Vancouver. What sets her apart is her ability to get the kind of information you can't find on Google.

## A voice for the industry

Cynthia has emerged as a powerful voice for the industry in these uncertain times. Much quoted in the media, she's been a guest speaker for the Urban Development Institute and has led panels for the Vancouver Real Estate Forum and the Canadian Apartment Investment Conference. Vocal on how urban land economics respond to government regulation, she's been quoted in the *Vancouver Sun*, *Western Investor*, *Business in Vancouver* and the *Vancouver Courier*.

In all of Cynthia's work, the through line is simple: provide expert advice and numbers that fuel informed decisions and profitable deals.

## 03 NOTABLE CLIENTS

### DEVELOPERS & INVESTOR GROUPS

#### CAPREIT

Northern Property REIT  
 TransGlobe Properties  
 Starlight Properties  
 Cressey Development  
 Hollyburn Properties  
 Prospero Group  
 Zamano Properties  
 BlueSky Properties  
 Bosa Properties  
 Solterra Development

#### Millenium Development



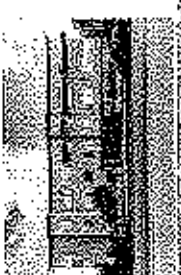



Concord Pacific  
 Mosaic Homes  
 Intracorp  
 Polygon Homes  
 Mayfair Properties  
 Wall Financial  
 Intergulf Development Group  
 South Street Development  
 Wedgwood Ventures  
 Pacific Arbour Retirement Communities

### NON-PROFIT & GOVERNMENT

Canadian Cancer Society  
 Bill Reid Gallery of Northwest Coast Art  
 St. Paul's Anglican Church  
 City of Vancouver  
 Public Works  
 BC Shared Services  
 Housing Foundation of BC (HFBC)

Louis Brier Home and Hospital  
 Tikva Housing Society  
 BC Housing  
 Progressive Housing Society  
 Odd Fellows  
 Vancouver Masonic Centre  
 Bethlehem Lutheran Church

# 04 GOODMAN WIND-UP LISTINGS & SALES

Property	Address	Price	Size	Comments
	1554 George Street, White Rock	Listed \$8,125,000	18,000 SF site	High density redevelopment site located in the White Rock transition area. Close to amenities and transit, this site is considered an excellent opportunity to purchase a "strata wind up" property. Site is in the favourable North Bluff Road area close to Semiahmoo Shopping Centre.
	2800 East 49th Avenue, Vancouver	Unpriced	60 suites	Chosen for wind-up. The subject property is located on the southeast corner of East 49th Avenue and Elliot Street in the Victoria-Fraser neighbourhood of Vancouver. The property is across the street from Killarney Mall, and just 10 minutes walk from Victoria Drive featuring an eclectic mix of restaurants, specialty shops & services, grocery and many other tenant-friendly amenities. Process cancelled.
	2626 Fir Street, Vancouver	Listed 7,100,000	10 suites	Rare opportunity to acquire an exceptionally well-maintained 10-suite co-op apartment building in the heart of Vancouver's South Granville neighbourhood. The property is improved on a corner lot—just 200 meters from the proposed Granville-Broadway SkyTrain Station offering a potential redevelopment opportunity when the Broadway area plan is complete in late 2020. Listing expired.
	2146 W 43rd Avenue, Vancouver	Listed \$11,990,000	16 suites	Rare opportunity to acquire an 11,951 SF, RM-3 zoned development site improved with an exceptionally well-maintained 16-suite co-op apartment building in the heart of Vancouver's Kerrisdale neighbourhood. The property features oversized suites, surface parking, ample storage, a roof-top deck and an ongoing maintenance and capital upgrades program. Listing expired.
	5874 Vine Street, Vancouver	\$2,550,000	3 suites	The subject property is a three-story wood-frame strata-titled townhouse building located in the heart of Vancouver's Kerrisdale neighbourhood. Constructed in 1990 and improved on a 4,135 SF lot, there are a total of 3 large two-bedroom units averaging 1,358 SF in size.
	3591 Oak Street, Vancouver	Listed \$15,950,000	26 suites	Rare opportunity to acquire an exceptionally well-maintained 26-suite co-op apartment building in Vancouver's affluent Shaughnessy neighbourhood. The property is improved on a large RM-3A zoned 15,840 SF site offering potential redevelopment. The property features oversized suites, secure parking garages, tenant storage, views from majority of suites looking north and east, and an ongoing maintenance and capital upgrades program.

Past Sales (Last 5 years)

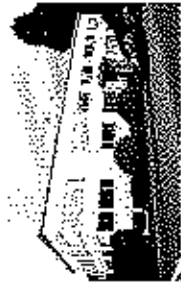
Property	Address	Price	Size	Comments
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Past Sales (Last 5 Years)



Rare high-exposure C-2 mixed-use redevelopment site in Kerrisdale. Allows for a mixed-use multi-family and commercial development of up to 2.5 times the site area (19,825 SF buildable). Pivotal corner lot on the south side W. 47th Ave and East Boulevard. Improved with a 12-suite co-op apartment building built in 1955. Close to shopping, restaurants and various amenities in Kerrisdale Village.

6310 East Boulevard, Vancouver \$13,300,000 12 suites



Glenhaven Apartments has immediate access to Kitsilano Beach, restaurants & cafes along Cornhill, and minutes to Downtown Vancouver just across the Burrard Street Bridge. The property also features oversized suites with condo quality upgrades as well as ocean and mountain views. Given the housing co-operative ownership structure of the building, there will be no existing tenancies in place allowing the building to be rented at current market levels.

1526 Arbutus St, Vancouver \$7,800,000 19 suites



A well maintained 22-suite co-op apartment building located on a pivotal corner lot along the West Boulevard corridor of Kerrisdale. Rare high-exposure C-2 mixed-use redevelopment site. Close to the heart of Kerrisdale Village on a mature tree lined street. Views of Gulf and San Juan Islands, Vancouver Island, North Shore Mountains and the ocean from the current top floor of the 3 storey building.

2105 W 47th Ave, Vancouver \$14,150,000 22 suites



The subject property is an upgraded and well maintained 10-suite three-storey co-op apartment building located in the highly sought after affluent Kerrisdale neighbourhood of Vancouver.

6344 East Boulevard, Vancouver \$5,075,000 10 suites



Rare high-exposure mixed-use redevelopment site! The subject property is a concrete 18-suite three-storey co-op apartment building located in the highly sought after affluent Kerrisdale neighbourhood of Vancouver. Built in 1955, the subject is improved on the middle parcel between West 48th and West 49th on West Boulevard.

6485 West Boulevard, Vancouver \$7,550,000 18 suites



Rare high-exposure Westside mixed-use redevelopment site with holding income! The subject property encompasses an entire city block along the 6300 block of West Boulevard between W. 47th and W. 48th Avenues in the heart of Vancouver's affluent Kerrisdale neighbourhood. Zoned C-2, the total site size is 31,332 sq. ft. with a corresponding development potential of 75,330 sq. ft. (2.5 FSR).

Entire city block 6300 Block West Boulevard, Vancouver \$26,300,000 44 suites 5 co-op buildings

This is Exhibit "Z" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021



A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

# Macdonald

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## COMMERCIAL

June 15th, 2020

J. Garth Cambrey  
 Court-Appointed Administrator for  
 Strata Plan VR 456 (Spruce West)  
 2300 – 2850 Shaughnessy Street  
 Port Coquitlam BC, V3C 6K5

Dear Mr. Cambrey

### Proposal for the Listing and Wind-Up of 1089 W 13th St, Vancouver BC

The following is our proposal response to the RFP circulated by yourself in regards to the sale and wind-up of Spruce West. Thank you for your time and investment in the review of our proposal and we appreciate being considered for this exceptional opportunity. Please don't hesitate to follow up with any questions or comments. During these unique times, our team is available by Zoom to address any concerns more directly.

Sincerely,

**The Macdonald Commercial Strata Wind-Up Team**

Brian Tattrie | Vice President  
 brian.tattrie@macdonaldcommercial.com  
 604.714.4783

Matt Nugent PREC\* | Associate Vice President  
 matt.nugent@macdonaldcommercial.com  
 778.846.8165

Chris Midmore | Vice President  
 chris.midmore@macdonaldcommercial.com  
 604.714.4786

**MACDONALD COMMERCIAL REAL ESTATE SERVICES LTD.** W macdonaldcommercial.com  
**VANCOUVER** 1827 West 5th Avenue, Vancouver, BC V6J 1P5 T 604.736.5611 F 604.736.7976  
**FRASER VALLEY** 104 2429 152nd Street, Surrey, BC V4P 1N1 T 604.542.2444 F 778.294.4435



1089 West 13th Avenue, Vancouver, BC

Proposal for the Listing of:

Strata Plan VR 456 (Spruce West)  
1089 West 13th Avenue  
Vancouver, BC

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Presented To:

J. Garth Cambrey, Court Appointed Administrator  
c/o Cambrey Consulting Ltd.  
2300-2850 Shaughnessy Street  
Port Coquitlam, BC V3C 6K5

Email: gcambrey@shaw.ca  
Tel: 604.818.6708

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From:

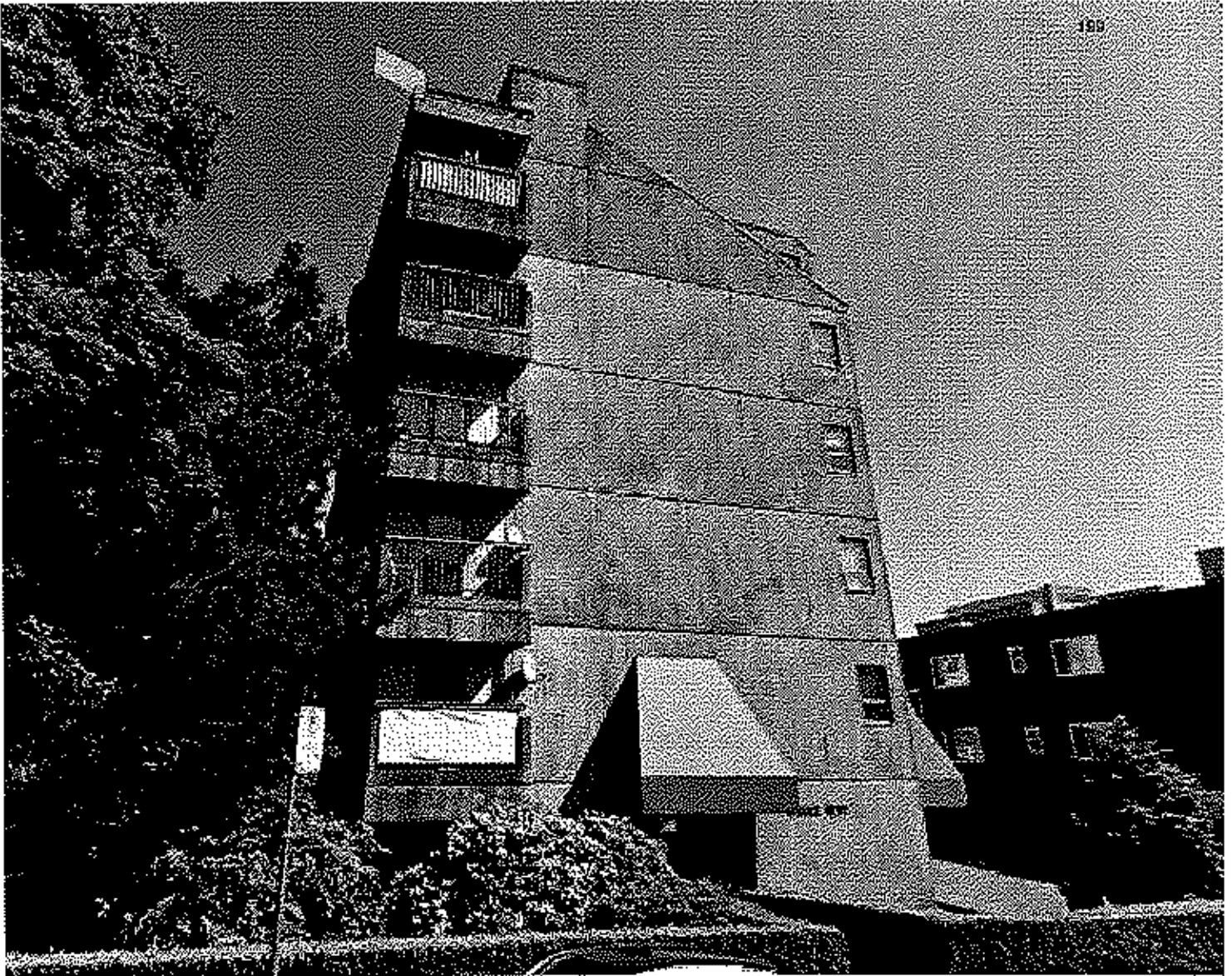
Macdonald Commercial R.E.S. Ltd.  
1827 W. 5th Avenue,  
Vancouver, BC V6J 1P5

**Macdonald**

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**COMMERCIAL**

**C&RFAC**  
International



## Location Scores (/100)



83

**Very Walkable**  
Most errands can be accomplished on foot.



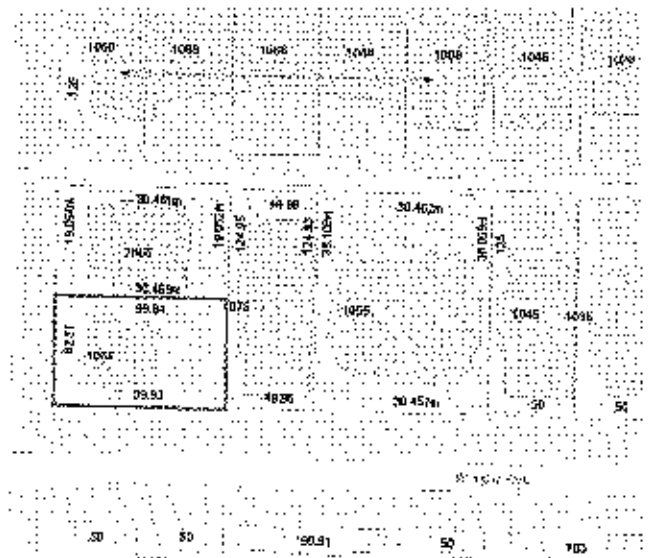
80

**Excellent Transit**  
Transit is convenient for most trips.



99

**Biker's Paradise**  
Daily errands can be accomplished on a bike.





## Strata Wind up Experience

The Strata Wind Up Division at Macdonald Commercial has managed 12 Strata Wind-Up files and 11 since the enactment of Bill 40 in 2016. For specific consideration we've included summaries and reference letters from four of the more relevant projects. Earlier this year, our team was involved in a precedent setting court decision and during the COVID Pandemic we helped to facilitate, what we understand to be the first ever Virtual Strata Wind Up. During the pandemic, we also emerged as the preferred brokerage for another prominent Vancouver Strata Corporation and we're currently preparing a communications plan for this ownership group during this challenging time. Brochures for some of these specific examples and reference letters have been included for your consideration.

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### **2405 – 2598 E Broadway, Vancouver BC**

#### **LMS 1509 (Gardenia Villa)**

Lawyer: Clark Wilson (Allyson Baker)

Court-Appointed Administrator: Tony Gioventu

(Executive Director of the Condominium Home Owners Association)

Status: Under Contract

Gardenia Villa is a Strata Wind-Up listing in the City of Vancouver that Macdonald Commercial was awarded in late 2018. Gardenia Villa consists of 250 strata units on 4 acres off the corner of Broadway and Nanaimo in East Vancouver. Following the announcement of the listing, Macdonald Commercial conducted a comprehensive development analysis that included architectural studies, consultation with BC Housing, the Federal Government, and consultation with Senior Staff at the City of Vancouver, Mayor and Council, as part of the pre-marketing due diligence.

Over the course of 12 months, Macdonald Commercial initiated over 70 one-hour face-to-face presentations with developers over a 12-month period and generated 4 offers. The owners of Gardenia Villa have yet to decide on the offer opportunities however, Macdonald Commercial has been actively involved in presenting and communicating with the owners, both before and during the current pandemic crisis. Given that Gardenia Villa is also working with a Court-Appointed Administrator, we believe our team at Macdonald Commercial has adequate exposure to projects that are directly relevant to your assignment with Spruce West and are well equipped to assist you with the fulfillment of your responsibilities.

## 1830 Alberni

Lawyer: Lawson Lundell (Ed Wilson)

Status: Sold with 82% Approval in March 2018

1830 Alberni was a Strata Wind-Up listing with Macdonald Commercial. We were originally awarded the listing in March of 2015 in anticipation of Bill 40 being enacted. The property is a 53 unit strata building in a poor state of repair situated on a highrise development site comprised of approximately 21,615 sq. ft. During our initial marketing program we generated twelve offers on the property, half of which were local and the other half from Mainland China. Due to delays in the enactment of Bill 40 the strata council decided to delay accepting any of the offers.

We marketed the property for a 2nd time beginning in the spring of 2017 with a bid acceptance date of May 1st, 2017. We received six offers in total of which three of the offers were local and three from offshore interests including Dubai. One of the offers was unconditional at the time. The strata council in consultation with Macdonald Commercial and Lawson Lundell eventually accepted the highest offer from a couple in Vancouver originally from Mainland China. The offer was formally accepted by the Court in November 2017 with a closing in March of 2018. The sale price was \$52M which stands today as the highest price per buildable sales in the lower mainland (\$875 per buildable sq. ft.).

**545 Sydney Avenue, Coquitlam BC  
NW470 (The Gables)**

Lawyer: Clark Wilson (Allyson Baker)

Status: Sold through 100% Approval in January 2018

The Gables was a 36-unit Strata Corporation in Coquitlam on 35,000 sqft of land (approximately). The property was designated under the City's OCP as High-Density Apartment Residential and was sold by Macdonald Commercial as part of a Wind-Up Sale to Ledingham McAllister in January 2018. Macdonald Commercial was successful at working with the owners to achieve 100% support for the sale, which resulted in significant time saving and legal cost savings for the owners. At the time, the property was located at the highly sought-after high density "North Road" development corridor. At the time, Macdonald Commercial established a new benchmark for high rise developments sites in the North Road market.

The marketing for this project included email correspondence with over 450 developers of which over 90 developers engaged directly with our team to evaluate the opportunity better. 17 developers registered as prospective purchasers through Confidentiality Agreements, and reviewed our Due Diligence Materials in detail. Ultimately, this process generated 6 offers from qualified purchasers that resulted in a record-breaking sale for this market.

**65 First Ave, New Westminster BC  
NW2195 (Kinnaird Place)**

Lawyer: Clark Wilson (Allyson Baker)

Status: Under Contract with an over 80% vote for Court Application

Macdonald Commercial has been working with the Strata Council and owners of Kinnaird Place since the summer of 2017. This particular listing has faced a number of challenges over the past three years that have had a detrimental impact on the owners of this Strata Corporation. The Kinnaird Place offering includes a 61 unit Strata Wind Up opportunity on 47,500 sqft of land designated under the OCP for high density development. The value of this site has been eroded multiple times over the term of this listing by municipal, provincial and federal policies that have all directly impacted the redevelopment feasibility of this property. In addition, the property has faced significant insurance challenges, special levy challenges and significant damage to the property as a result of a City Watermain rupture.

Macdonald Commercial has remained committed to the owners of this project throughout this time. We have generated offers three times, two of which were accompanied by multiple offers. While the currently accepted offer is less than previous offers received during stronger economies, if completed, it will still establish the highest value for a high-rise development, ever, for the neighbourhood.

The marketing of this project over 3 years included direct marketing to 1,900 developers and investors across the country, 8 offers were generated and 18 groups were registered officially through signed Confidentiality Agreements.

Given the governance challenges with this project, Macdonald Commercial initiated ongoing relationship building between the owners of Kinnaird and the Senior Planners, Mayor and Staff of the City of New Westminster. Over the past three years we coordinated over a dozen impact statements from owners to Mayor and Council to bring attention to the dire needs of this community, we coordinated meetings directly between Senior Staff, the Mayor and the Strata Corporation, and actively established working relationship with the Director of Planning to ensure that developer due diligence requirements were being attended to.

To add another level of challenged, the current purchaser removed subjects in the middle of the COVID 19 Pandemic. Macdonald Commercial was instrumental in facilitating virtual information meetings, a virtual SGM and a virtual vote which we understand, is the first of its kind in the country.

## **7491 No 1 Road and 3900 Moresby Dr, Richmond BC**

### **NWS243 (Quilchena Park Estates)**

Lawyer: Clark Wilson (Allyson Baker)

Status: Court Approved in February 2020, Subject to Developer Feasibility

Quilchena Park Estates (QPE), is a 68 townhouse unit Strata Wind up on 5.64 acres of land in the Seafair nNeighbourhood off Richmond BC. Following our comprehensive marketing period, Macdonald Commercial generated three offers with Ledingham McAllister (LedMac) being negotiated and selected as the best of the three.

While the offer from LedMac was endorsed in 2018, the project has been significantly delayed on account of a unique municipal policy. Shortly after receiving offers, the City of Richmond determined that they were not interested in being involved or accountable for the politics surrounding Strata Wind Ups and directed staff to not accept inquiries on ANY strata windup unless, there was 100% approval or the Strata Corporation had received court approval and survived the appeal period. In addition, it would need to be demonstrated clearly that the Strata Corporation was beyond reasonable repair.

This stance effectively forces a developer to go firm on a transaction without any technical feedback from the City, which is extremely risky. Reasonably the developer was unwilling to move forward on this basis, especially with an \$68 Million acquisition. In the following months, Macdonald Commercial coordinated the owners with impact statements to Mayor and Council along with consultation with senior staff and municipal politicians. This effort unfortunately was ineffective. With an ownership that was highly motivated to sell, they acknowledged that gaining court approval, prior to subject removal was unfortunately the only remaining option. In what we believe to be a precedent setting decision, the conditional Strata Wind Up of QPE was approved in February and LedMac is currently engaging with the City in preparation to submit a development application, which the City has indicated they will now receive.

---

### **Concluding Comments on Relevant Experience**

We hope that this brief overview of our relevant experience at a minimum conveys that, our team at Macdonald Commercial is very qualified to manage strata-wind up assignments in the province of BC. More importantly however, we hope that these case studies demonstrate that every Strata Wind Up is unique, and has their own challenges that require innovative and precedent setting solutions. We hope that after reviewing our proposal you will gain an appreciation that our team anticipates these unique challenges. We are prepared to work with you and the owners to help find solutions for these challenges, and have the resourcefulness, creativity and connections to deliver a satisfying result to your clients.



## Goals of the Macdonald Commercial Marketing Strategy

### Target Market

- Local Investor/Owners looking to Occupy
- Local Developers
- Foreign Investors
- Co-operating Real Estate Agents

### Best Price

- Transitional Needs of the Owner's
- Contract Terms

The stakeholders of Spruce West will be confident that you are making the right decision when accepting an offer. We will ensure that you can convey to your clients that your property has had maximum exposure and that you are accepting an offer that unequivocally, is the best that the market has to offer. At Macdonald Commercial will facilitate the creation of an online data room. Access will be restricted to potential purchasers that have reviewed, acknowledged and sign a Confidentiality Agreement.

**Multiple Offers** – Without question, our foremost goal is to generate multiple offers. As stakeholders responsible for making the right decision, you need to have options to consider. Our marketing program will deliver multiple offers for you to properly consider all of your options.

---

**Variety of Purchasers** – In addition to bringing multiple offers, those offers should be coming from a wide variety of purchasers, sourced from different parts of the market. This is one way to demonstrate that your property has had the widest market exposure. At the very least when looking at multiple offers, Macdonald Commercial will strive to present offers from:

- 1) Qualified local developers, investors and owner/investors
- 2) Qualified Foreign Investors
- 3) Offers from Co-operating Real Estate Agents

**Best Price** – When a marketing program is executed properly, multiple offers are received from a variety of sources. This creates a very competitive offering environment. Purchasers find themselves competing on price, terms and incentives. It's stressful for the Purchasers and fantastic for you as a stakeholder. It's the type of environment that ensures you're getting the highest values possible. It's not just about price, it's also important that you're getting the best terms and incentives that the market has to offer.

### 1) Transitional Needs of Owners:

In addition to pricing, the Macdonald Commercial team is constantly pioneering new Strata Wind-Up specific incentives to help ease owners through the transition of selling their home. Over the course of two years, we've noted that the incentive list is evolving and growing constantly. The following is the most recent list of incentives that we've negotiated on behalf of owners at strata corporations:

- Free 6-Month Rental Period Followed by an extended rental period at a discounted rental rate.
- 100% Owner's Support Incentive (Typically an increase in price)
- Moving Allowance
- Legal Fee Assistance
- VIP access to new units on redevelopment
- VIP access to other units in Metro Vancouver built by the same developer
- Discounts on new units on redevelopment
- Upgrade Credits on new units

It should also be emphasized that while Macdonald Commercial is an established commercial real estate company, we are also a subsidiary of the Macdonald Realty brand which includes over 1,200 residential real estate agents and staff in 20 locations (19 in BC and 1 in China). We appreciate that each Owner may be in a different situation, both financially and in terms of lifestyle preference.

Some Owners may prefer to stay within the same area and others may use this as an opportunity to move to other areas of the City, Province or Country. There are some owners at Spruce West that may not have bought or sold real estate in almost 30 years. A lot has changed in that time.

Following an accepted and firm offer for the owners of Spruce West, if requested, Macdonald Commercial will coordinate a Macdonald Realty information session with the top agents in the area to guide owners through the process of purchasing a new home.

Some Owners may prefer to stay within the same area and others may use this as an opportunity to move to other areas of the City, Province or Country. There are some owners at Spruce West that may not have bought or sold real estate in almost 30 years. A lot has changed in that time.

Following an accepted and firm offer for the owners of Spruce West, if requested, Macdonald Commercial will coordinate a Macdonald Realty information session with the top agents in the area to guide owners through the process of purchasing a new home.

## 2) Contract Terms:

In addition to pricing and incentives, negotiation strong contract terms help to reduce risks to you and the other owners, as well as ensuring that the purchaser is serious and qualified. The following are terms that we negotiate on every accepted offer:

a. **Due Diligence Period:** This is the time that most purchasers will require to make sure that your property will work for development. During this time the developer will spend money on various consultants, make inquiries into the City and make arrangements for financing. How much time is the developer asking for? Is it reasonable? Could it be faster? Macdonald Commercial is experienced at negotiating this Due Diligence period to a point that protects you as a stakeholder, but still allows for a deal to happen.

b. **Deposits:** Are the deposits refundable? When do they become non-refundable? How large are the deposits? These are terms that our team negotiates aggressively on your behalf. Large and non-refundable deposits after the due diligence period typically demonstrates that the purchaser is committed to buying your property and that they have they actually have the money available to close on a transaction.

c. **Closing Period:** Once the Due Diligence Period has passed and your Strata Corporation has been able to achieve Court Approval for the sale of your Strata, how long will it take for you and your stakeholders to get paid? Taking into consideration some legal restrictions, we ensure that this closing period is as short and reasonable as possible.

## Macdonald Commercial's Marketing Tools



### DIGITAL MARKETING:

All of the marketing materials commissioned and created will be readily available and distributed in a high quality and user friendly digital format. All of our communications will also be readily translated into Chinese for the convenience of the Chinese foreign investment market.



### EMAIL CAMPAIGNS:

to Macdonald Commercial's Exclusive Investor / Developer Network

- Email Campaigns to the Macdonald Realty's Corporate Network
- Email Campaigns to Macdonald Commercial's Exclusive Chinese Investor / Developer Network
- Email Campaigns to every REGGY registered Commercial Realtor in Metro Vancouver



### WEBSITE & SOCIAL MEDIA ADVERTISING

- Publication to Macdonald Commercial's Website & Macdonald Realty's Shanghai Website (Macdonald Realty is the only real estate company in Vancouver with an office and Website in Shanghai established for the exclusive promotion of Metro Vancouver real estate)
- WeChat (Mobile messaging app highly utilized by Chinese Investors)
- Social Media Distribution



### PRINT MEDIA CAMPAIGN

The effectiveness of print media has greatly diminished in recent years however, there is still a segment of the market that finds print media very useful. Printed format marketing of this development opportunity will include:

- Direct Mail kits of 100 Brochure to 100 of the most qualified developers in Metro Vancouver
- Publication in the Globe and Mail, Vancouver Sun and the Western Investor
- The Sing Tao Daily (Metro Vancouver's most read Canadian-Chinese Newspaper)



### PROPERTY SIGNAGE

With permission of the Strata Corporation, we will have a "For Sale" sign created and posted at the property to provide additional exposure in Metro Vancouver. In person presentations may seem obvious, but in our experience there has been an increasing over reliance on technology in the real estate sales industry. We believe that our commitment to professional and polished in-person presentations is why our team has consistently been able to produce multiple offer situations with sales at record prices.



### HIGH-RESOLUTION BUILDING AND AERIAL PHOTOGRAPHY

While there is exceptional online imagery available, we still believe that specialized property and aerial photography for development sites such as yours is extremely advantageous. As part of our marketing program, we will retain a photography company to produce high-resolution images of your property and the surrounding neighbourhood.



### MARKETING VIDEO WITH DRONE FOOTAGE

Macdonald Commercial has made extensive use of drone footage and photography for the marketing and sale of development sites throughout the lower mainland. We will commission a 2 to 3-minute video that highlights the property, the amenities, the surrounding neighbourhood, the development potential and most importantly the views possible from the site. We have found that these videos are invaluable to developers, and are also very useful for foreign purchasers that may be viewing and considering the property from outside of Metro Vancouver.



### ON-LINE DATA ROOM

In order to facilitate the most efficient dissemination of pertinent information and documentation (strata plans, depreciation reports, strata minutes, title documents etc) to serious purchasers, Macdonald Commercial will facilitate the creation of an online data room. Access will be restricted to potential purchasers that have reviewed, acknowledged and signed Confidentiality Agreements.



### DIRECT SALES PRESENTATIONS

While technology has made it more convenient to market properties, we still firmly believe that nothing will ever replace an in-person sales presentation. Macdonald Commercial will commit to conduct full sales presentations in person (or if necessary by tele-conference) to at least 25 of the most qualified developers in Metro Vancouver. In-person presentations may seem obvious, but in our experience there has been an increasing over reliance on technology in the real estate sales industry. We believe that our commitment to professional and polished in-person presentations is why our team has consistently been able to produce multiple offer situations with sales at record prices.

## Estimated Marketing and Wind-up Timeline

Our team has generally observed that Strata Wind-Ups take, at minimum 12 months from start to finish. This includes the strata corporation's first vote to engage a real estate agent and legal counsel right through marketing, bid date, votes, court approval and closing. The efficiency of a Strata Wind-Up sale is most dependent on the organization of the Strata Council /building sale committee, participation of the owners, co-operation by the municipality on development inquiries, the legal requirements of Bill 40 and the court process.

Having said that, Macdonald Commercial operates within a 12-week marketing program:

- 2 weeks to prepare marketing materials
- 6 weeks to actively market the property
- 2 to 4 weeks to collect, review and renegotiate offers

While Macdonald Commercial is actively involved from the date we are engaged to keep things moving (negotiations, information requests from purchasers, co-ordinating with Court Appointed Administrator, Strata Council, Legal Counsel, inquiries from residents), we have the most influence over items listed in our 12-week marketing schedule.

The 6-week active marketing component, in our mind is the most important element of our program. During this six-week period, we will identify and present to the top 25 prospects for Spruce West. It can be challenging to contact, schedule and perform this number of presentations to top prospects in a shorter time frame. Additionally, it should be noted that the scheduling of print media does require a lead time which needs to be accounted for. While print media, email marketing, internet advertising, marketing videos, high-res photography, Macdonald Realty Shanghai and Corfac International ensure the broadest marketing exposure, in our experience presentations to top prospects drive the offers and are the backbone of our consistent performance and success.

## Listing Terms & Commission Fees

### Listing Term

A period of 12 months from execution of the Listing Agreement.

### Listing Contract

Due to the uniqueness of this property we would recommend the offering be listed on Multiple Listing Service (MLS). Normally most of our listings are exclusive however due to approximate pricing of this property we feel MLS to be the best platform to reach those buyers who might have interest in of this type of opportunity and may be best reached through residential real estate agents.

### Commission

Our fee for facilitating a sale will be equal to 3.00% of the purchase price plus GST which shall be payable to Macdonald Commercial Real Estate Services on successful completion of the sale.

### Listing Price

As we have not had the benefit of inspecting the property, reviewing strata minutes and building reports, we are not in a position to provide a detailed evaluation. Should we be chosen to market Spruce West, upon access to the building and due diligence material we will be providing a full market analysis with recommendations for our listing price for discussion.

### Broker Cooperation

A key to our marketing will be to generate as much interest as possible on the property. As such Macdonald Commercial will also allocate 1/3rd of the commission to entice co-operating agents to encourage their clients to offer on Spruce West.

### Sales Team's Costs and Expenses

All costs of advertising, marketing and promotional materials will be borne by Macdonald Commercial

**CONNECT WITH US:**

**macdonaldcommercial.com**

## **CONTACT**

**Brian Tattrie** | Vice president

604.714.4783

brian.tattrie@macdonaldcommercial.com

**Matt Nugent** | Associate Vice president

Personal Real Estate Corporation

778.646.8165

matt.nugent@macdonaldcommercial.com

**Chris Midmore** | Vice president

604.714.4786

chris.midmore@macdonaldcommercial.com

**Macdonald**

**COMMERCIAL**

This is **Exhibit "AA"** referred to in the affidavit

of , Garth Cambrey affirmed before me on

June 14, 2021



---

A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
650-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567



**For your consideration the homeowners of VR 456  
1089 West 13th Avenue, Vancouver, BC  
Marketing Proposal, Spruce West, Vancouver**

**Khash Raesi**  
Personal Real Estate Corporation  
Vice President  
Phone: 778-987-7029  
Email: khashr@iconic.com

**Randy Zhao**  
Investment Advisor  
Phone: 778-251-1001  
Email: randy@iconic.com

**Sunny Bansal**  
Land Acquisition Advisor  
Phone: 778-840-2661  
Email: sunny@iconic.com

**Matthew R. Greenwood**  
Associate  
Phone: 778-389-0422  
Email: mgreenwood@reimax.net

RE/MAX Commercial Advantage  
www.iconic.com



**IPG**  
**ICONIC PROPERTIES GROUP**  
www.iconic.com

# PROPERTY DETAILS

## SUBJECT PROPERTY

1089 West 13th Av,  
Vancouver, BC

## AREA

6,246.62 sqft

## NEIGHBOURHOOD

Fairview

## DIMENSIONS

62.51 ft x 99.93 ft

## YEAR BUILT

1977

## ZONING

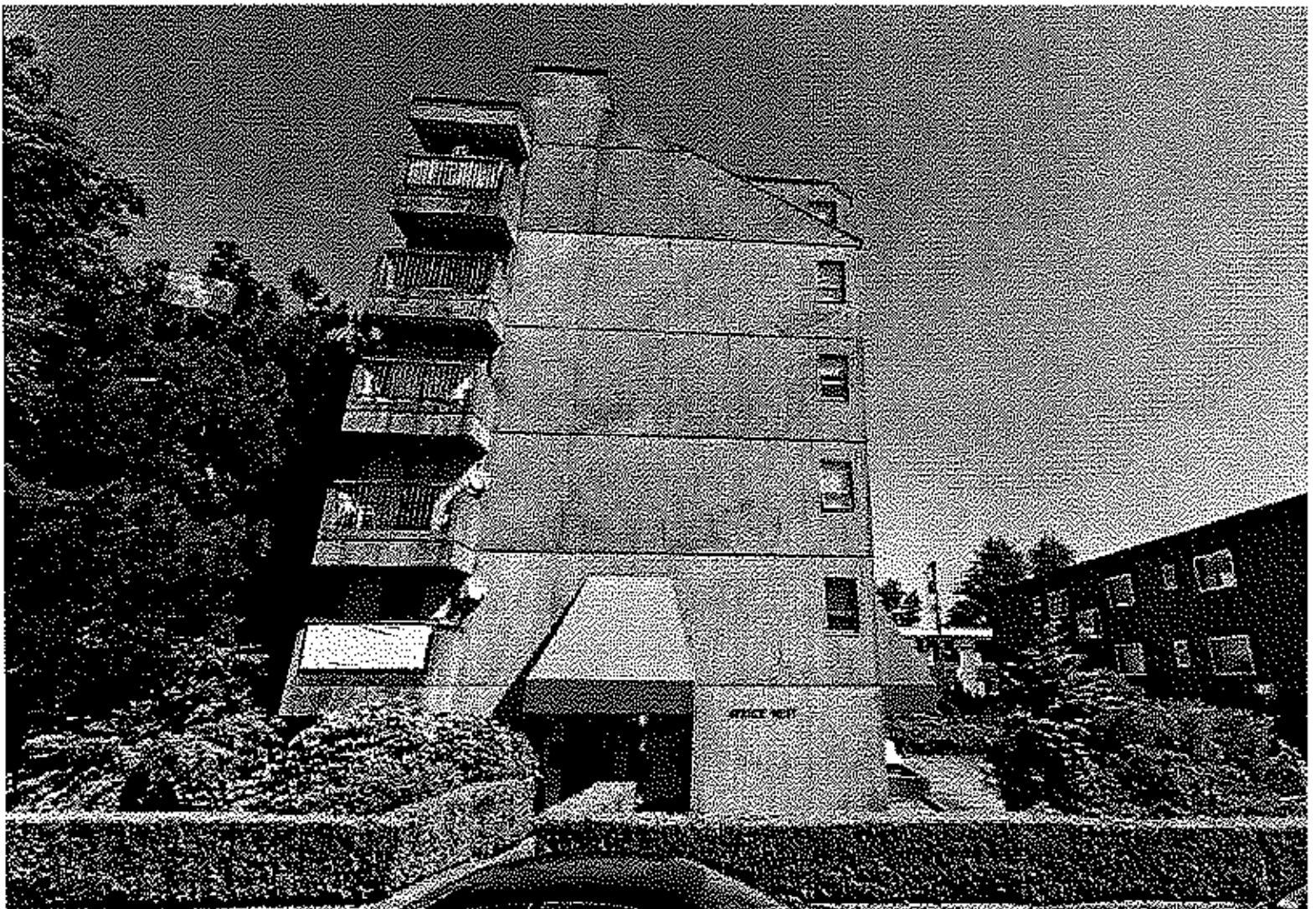
RM-3 Multiple Family Dwelling

## IMPROVEMENTS

6 units, 6 storeys building

## PARKING

Underground



# VALUATION METHODS

## Valuation Strata Plan VR 456 Vancouver

### Assessed Value

Total Sum value of all 6 units using 2020 BC Assessment =  
**\$4,241,000**

### Projected Income Analysis

Using Ave Rents Nearby (5 units x \$2,300 + 1 unit x \$1,450) x  
12 months - 35% Ave Exp. Then divide with Multi Family Cap  
Rate of 3% = **\$3,367,000**

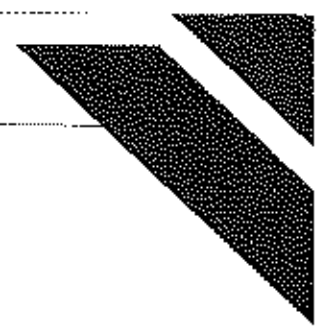
### Residential Transaction Comparative

Recent Ave sales in the Fairview of similar units AVG **\$821  
per sqft**

**5,758 sqft** of all units x \$821 = **\$4,727,318**

### Target Transaction Value for 1089 W 13th Ave

With a global campaign and out database of well over 20  
qualified interests, we would seek a transaction within the  
range of **\$4,500,000**



# TERMS OF ENGAGEMENT

To the homeowners of VR 456 Spruce West we propose the following terms of engagement in regard to marketing the property:

1. A twelve month agreement, mutually renewable in writing on a month-to-month basis thereafter.
2. A commission of Three Percent (3%) of the Final Sale Price. We don't get paid unless you get paid. No other charges from us whatsoever.
3. A Non-Binding Straw Poll taken and demonstrating a minimum 80% of owners approve of entering into a Marketing Agreement with us.
4. Appointment of Counsel for the Strata. Counsel must review and approve the Marketing Agreement prior to its execution.

We sincerely appreciate your time and attention through all of this and look forward to delivering an outstanding and rewarding experience for everyone involved.

**Khash Raesi**

Personal Real Estate Corporation  
Vice President  
RE/MAX Commercial Advantage  
Phone: 778-987-7029  
Email: khash@iciconic.com

**Randy Zhao**

Investment Advisor  
RE/MAX Commercial Advantage  
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**Sunny Bansal**

Land Acquisition Advisor  
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Phone: 778-840-2661  
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**Matthew R. Greenwood**

Associate  
RE/MAX Commercial Advantage  
Phone: 778-389-0422  
Email: mgreenwood@remax.net



**IPG**

ICONIC PROPERTIES  
CORPORATION

**RE/MAX**  
COMMERCIAL

This is Exhibit "BB" referred to in the affidavit

of, Garth Cambrey affirmed before me on

June 14, 2021



---

A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

# Marketing & Valuation Proposal

1089 West 13th Avenue | Vancouver, BC

VR 456 | Spruce West

Prepared for:

**J. Garth Cambrey**

*Court Appointed Administrator*

---

Prepared by:

**HART BUCK**

Personal Real Estate Corporation

Vice President

hart.buck@colliers.com | 604 662 2616

**JENNIFER DARLING**

Senior Associate

jennifer.darling@colliers.com | 604 694 7271



Dear Mr. Corbett:

RE: STRATA WIND-UP FOR SPRUCE WEST (VR 456)

Thank you for the opportunity to present the following proposal for the sale and wind-up of the 1089 West 75th Avenue estate corporation, Strata Plan VR 456 (the "Property").

Our experience with the sale of investment and development properties is industry-leading and we are fully prepared to represent the owners through the proposed marketing and sale process. The team of senior investment brokers Hart Black and Jennifer Darling will be fully integrated with the support of Colliers International to optimize the marketing and sale of the Property.

The following proposal will highlight our understanding of the Property and market conditions in Vancouver. It will further outline our strength in selling complex deal structures including multiple Strata Wind-Up processes. Our team brings a strong and diverse set of skills to ensure every facet of the marketing and sales process is successful. This expertise rests on our relationships within the development market, our experience with court directed sales and our understanding of the level of communication required throughout the process. It is our goal to not only maximize the price and solidify the most favourable terms for the owners of Spruce West but to also ensure the process moves forward as smoothly as possible while respecting the needs of each owner.

STATEMENT OF INDEPENDENCE

Our team has no known relationship with any owner or owner group within 169 West 13th Avenue. Further, Colliers has no affiliation with any developer or prospective purchaser.

Sincerely,

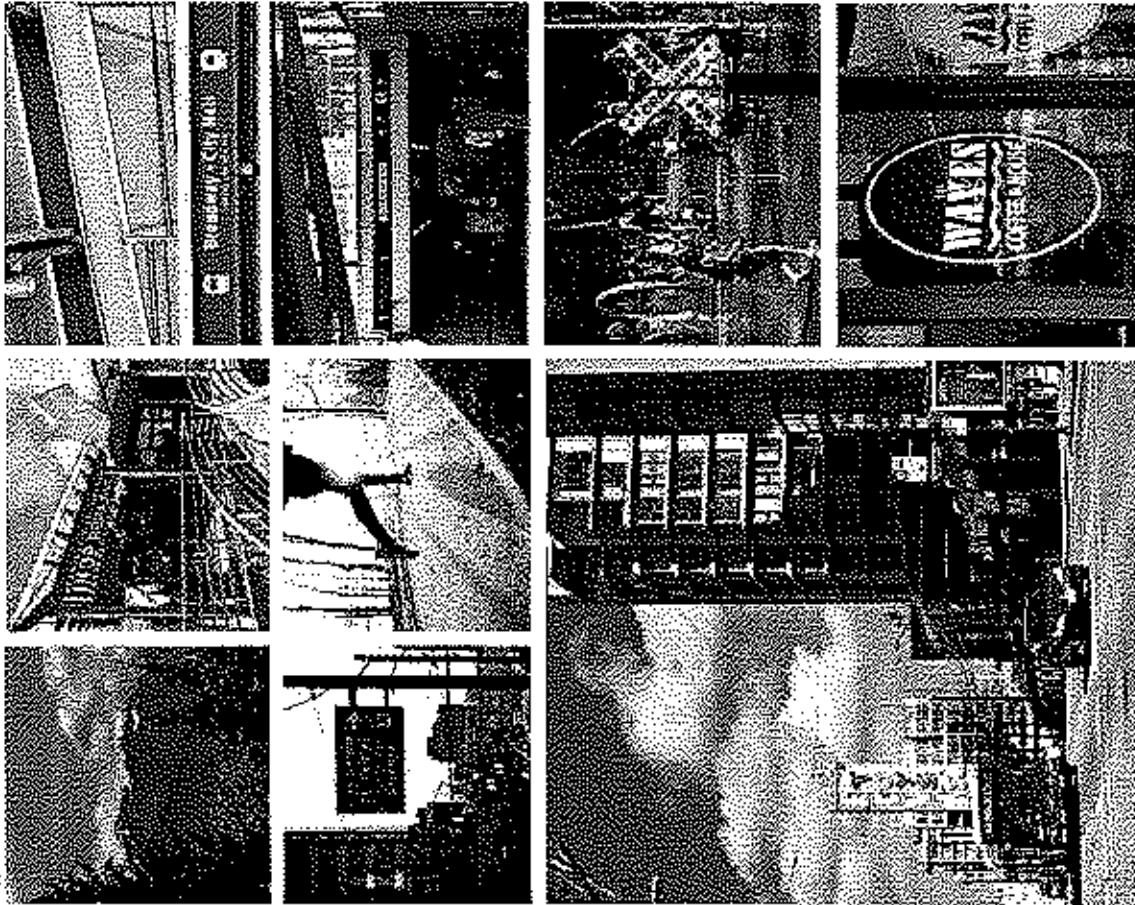
Colliers International

*Hart Black*

HART BLACK

*Jennifer Darling*

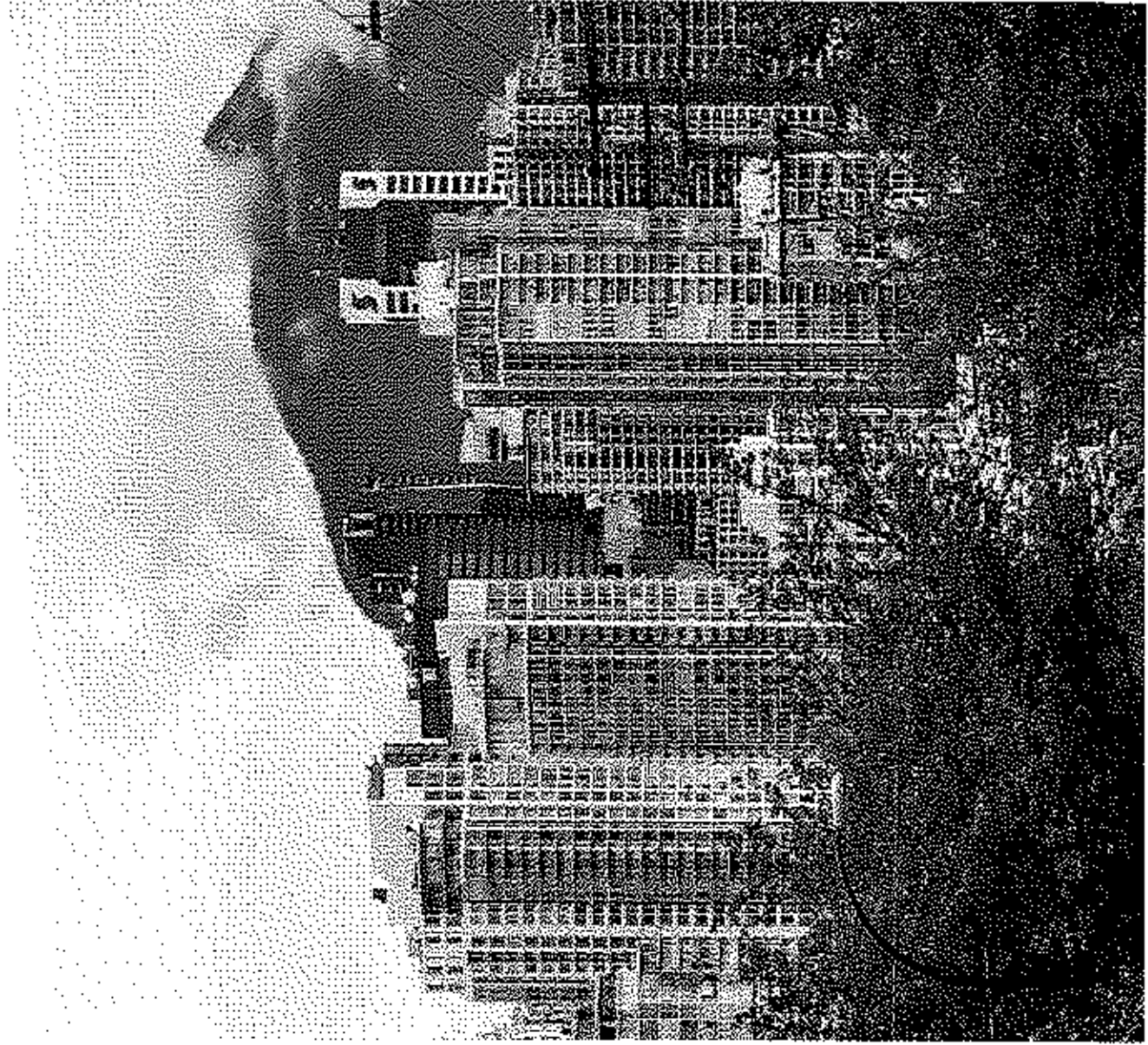
JENNIFER DARLING



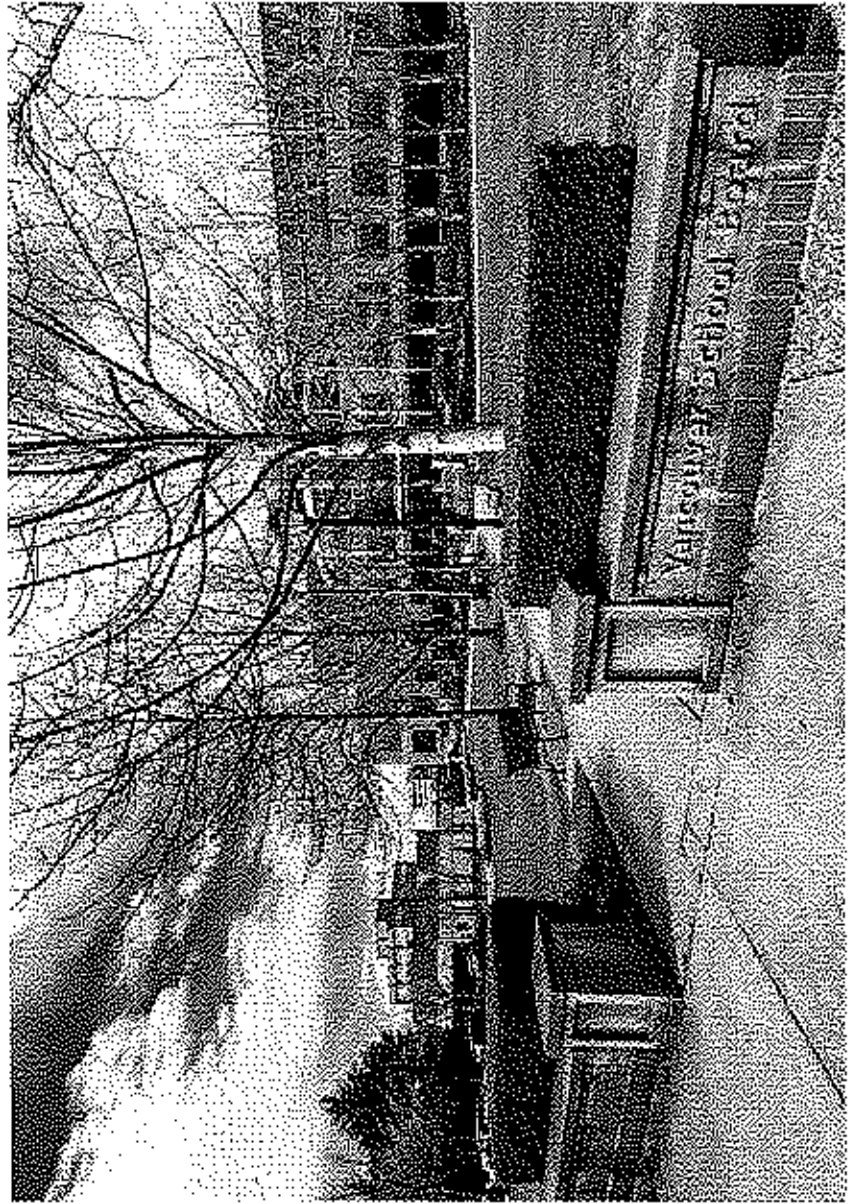


# Contents

Property Overview	5
Land Use and Zoning	19
Valuation	24
Sales and Marketing Strategy	28
The Team	30
The Terms	33
Appendix	40



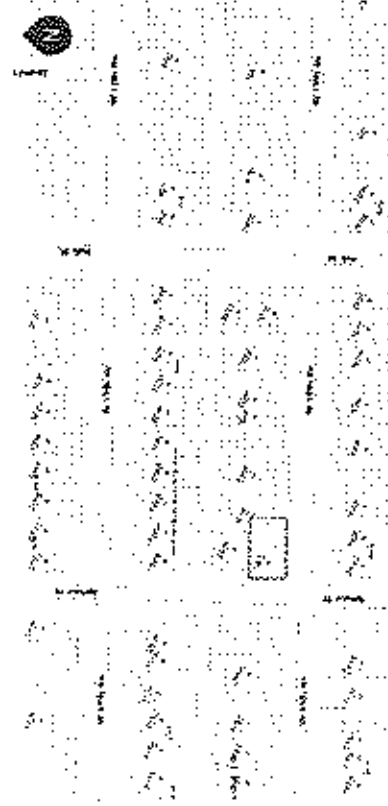
# Property Overview



## Salient Facts

Prop. Address	1000 Ave. 130, Austin, Texas 78704
Parcel	Multiple
APN	5022914
Current Zoning	460
Land Use Plan	Specialty (Hardy - Program)
Current Use	Office (Professional Building)
Net Building Area	5,028 SF
Assessed Value (2020)	\$4,341,000

## Legal Plan



### STRENGTHS

- Desirable location, with close proximity to amenities
- Strong hotel-guest-come-to-market, w/ improvements

### WEAKNESSES

- Limited ability to increase large density for large due to small site size
- Development will require agreement with neighbouring areas, each building is also a Single Corporation

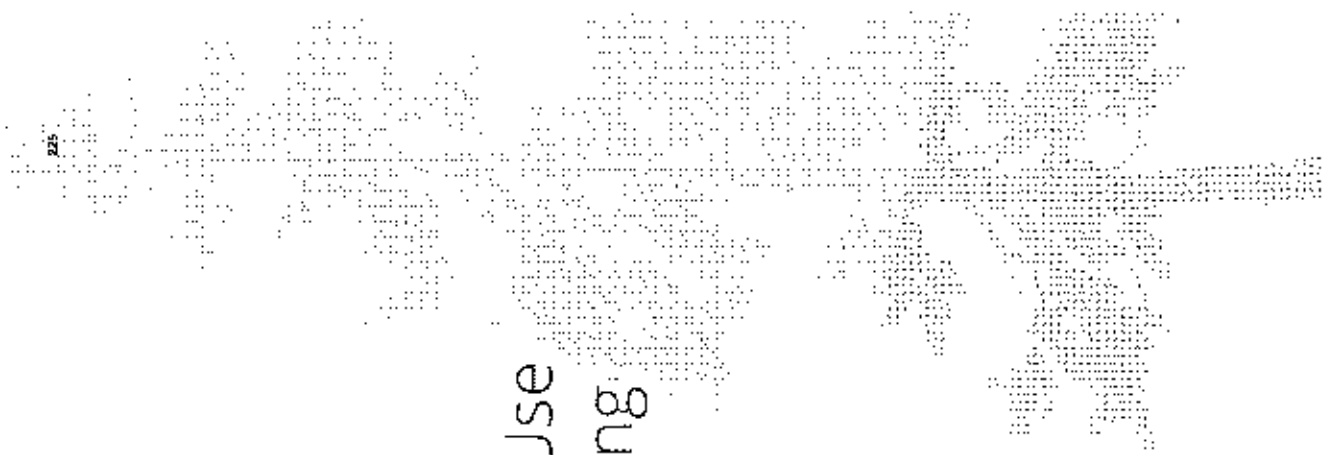
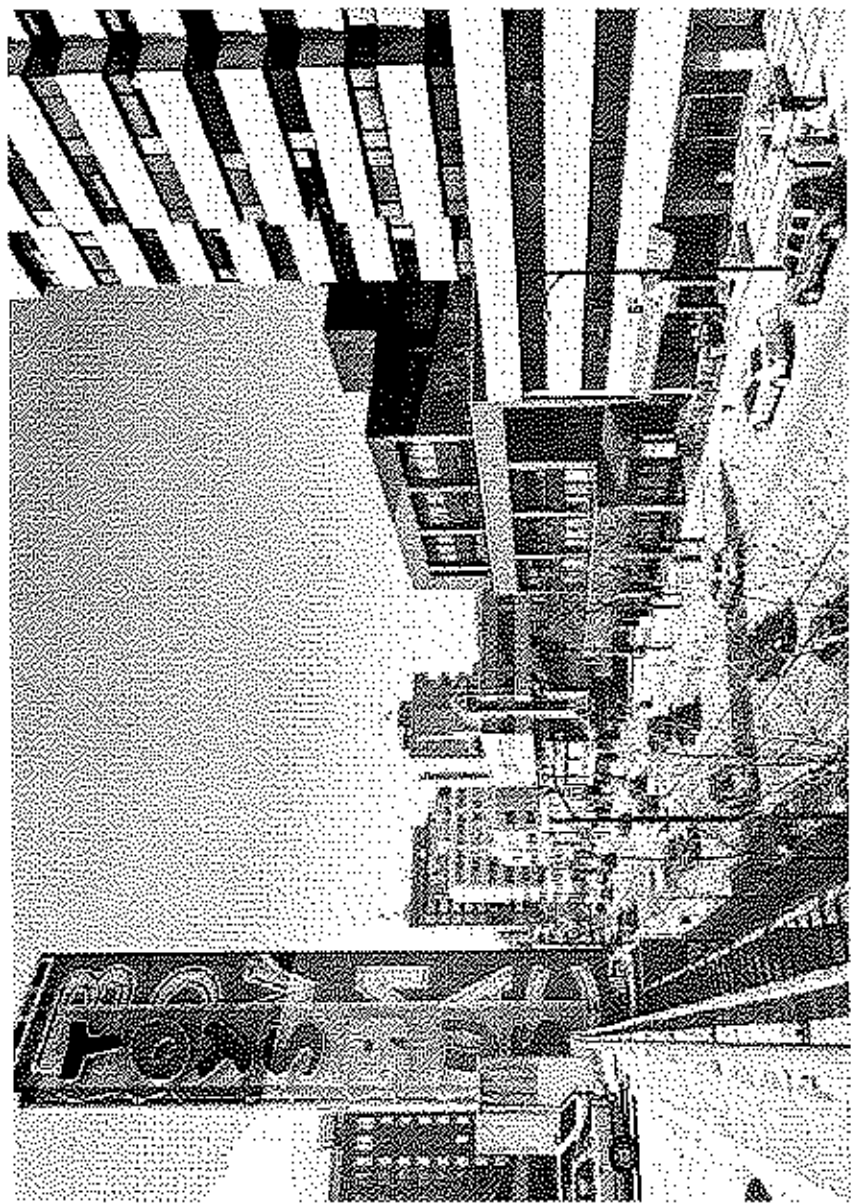
### OPPORTUNITIES

- Future residential development opportunity
- Conversion potential to rental units
- Increased density under existing zoning and potential under new zone 320

### THREATS

- Potential for restrictive policies is called out for the Broadway Hill
- Rental institutions or limitations at or near corner station
- Raising interest down 2/11

# Land Use Planning

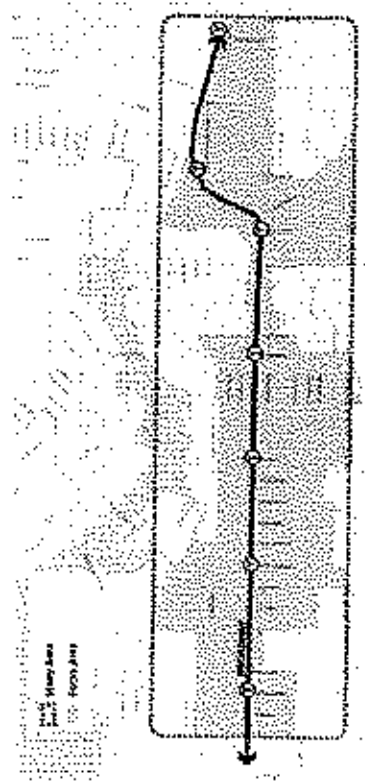


## Land Use Planning

The Official Community Plan outlines the future land use of properties within the Broadway Corridor. This planning process is currently in process with the preliminary plan expected to be released in late-2020.

At this time, the City of Vancouver has announced to restrict all basic elements that may precede the planning process. An interim policy governing required Community Amenity Contributions has created an affirmative requirement on developers through the planning process.

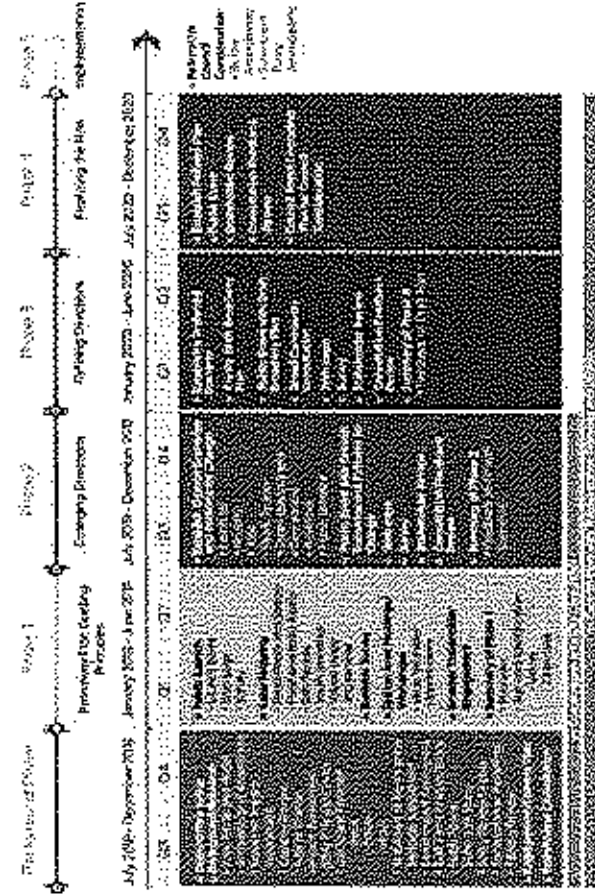
There is expected to be a new SkyTrain station at Broadway and Oak that may create additional density and value for the subject property. The property is located within the focus area of the plan.



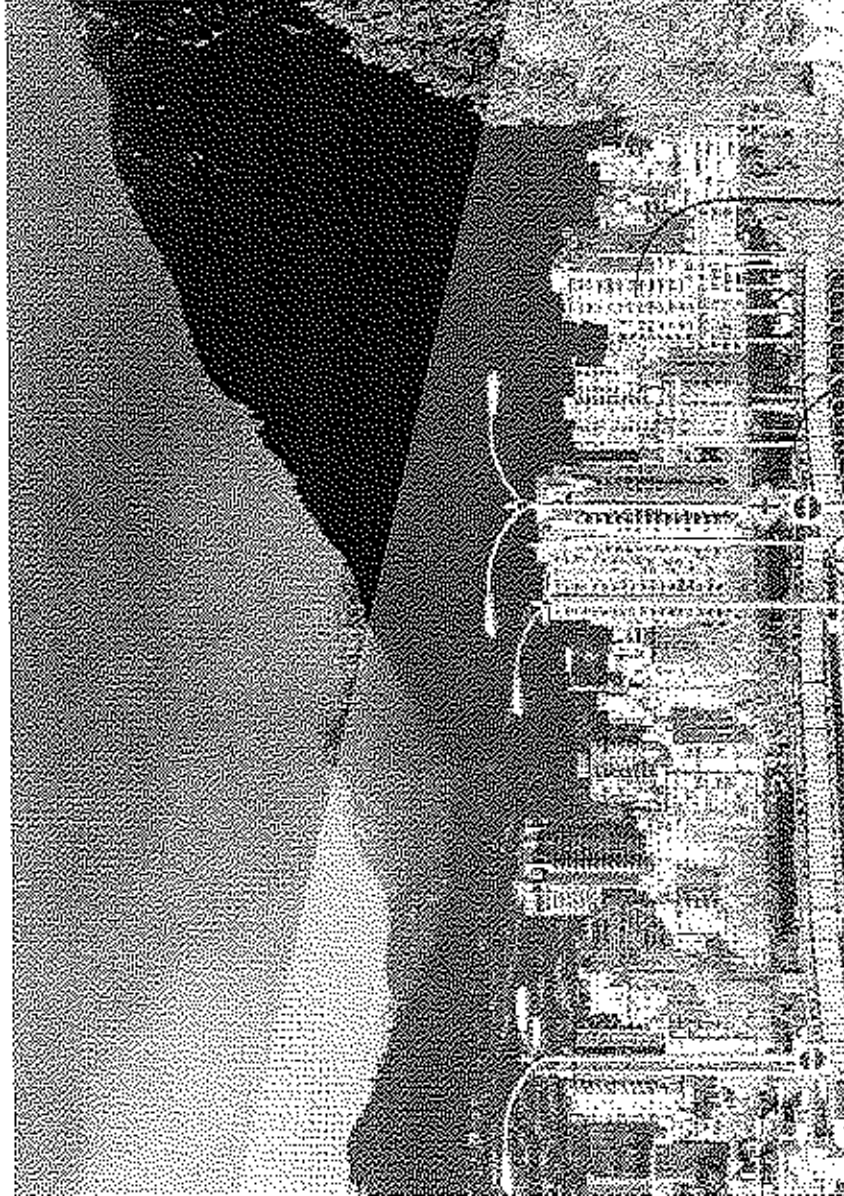
## Planning Timeline

A summary of the planning timeline and process is included below for your reference.

It is likely that this process will be extended due to limitations created by the COVID-19 State of Emergency. As there will be no certainty regarding the future and use of the property we expect most buyers will be most interested in the revenue potential of the building through a conversion to rental.



# Valuation



## Valuation

In an effort to provide the most comprehensive collection of value, Colliers undertook extensive research to obtain a unparalleled understanding of the factors influencing value for the property. We utilized three methods of valuation to determine an aggressive yet defensible assessment of value for your client's consideration. Details about each of these valuation methods are found in the following pages of this section. A summary is provided below for quick reference.

VALUATION METHODS		ESTIMATED VALUE
Professional Appraisers Existing Zoning		\$0,000,000
Land Residual Analysis Existing Zoning		\$0,000,000
Comparative Sales Analysis		\$0,000,000 - Land
<b>Income Analysis</b>		<b>\$5,370,768</b>
<b>OPINION OF VALUE</b>		<b>\$5,370,768</b>



## Land Residual Analysis

The land residual valuation is a site-specific valuation tool that is used to determine the underlying land value of an asset. Through financial review of the development potential of the land and by applying a host of specific development assumptions including revenue and costs, we can reasonably determine the value of the land. This approach is used frequently by developers and lenders.

In our Land Residual analysis we contemplated two development scenarios utilizing the future density associated with both the 402 zoning and assuming a scenario to a reasonably higher density. This was provided us with a definite range of value for the property.

LAND RESIDUAL EXISTING ZONING		LAND RESIDUAL REZONING*	
Site Area	5,228 SF	Site Area	6,276 SF
Zoning	402	Future Zoning	CO
IRR	7.5%	IRR	7.5%
Total Buildable Area	11,276 SF	Total Buildable Area	13,500 SF
Net Saleable Area	7,049 SF	Net Saleable Area	8,702 SF
Proposed Highest IFS*	\$1,400	Proposed Highest IFS*	\$1,600
Land Costs	1706	Land Costs	4309
Soft Costs	5218	Soft Costs	6729
Developers Profit	18%	Developers Profit	18%
\$ per Buildable SF	6408	\$ per Buildable SF	8582
<b>VALUE: \$4,351,533</b>		<b>VALUE: \$1,945,097</b>	

\*To achieve the higher carry potential, a developer is likely to request a developer subject pay to allow them to gain greater control with the City of Vancouver with regards to the developmental potential of the property and the understanding of the Development Planning Process. The soft cost in the rezoning scenario includes an estimation of the City of Vancouver's Contribution required for the additional work gained through a rezoning application. This value of \$430,900 has been used.

## Income Analysis

An income analysis is used to determine the Net Operating Income of a property and, by using the estimated expected rate of return of an investor, provide a range of value.

This method of valuation is not particularly useful when considering the redevelopment potential of a property. However, it can become increasingly valuable as access to financing for bare land acquisition has become limited. Purchasers are likely to find greater flexibility in financing options when they can demonstrate cash flow from a property such as 30% over five cash flows, not also consider the carrying cost/capability.

Access to a further assembly of neighboring lots will be required prior to redevelopment of the property; the income valuation is extremely impractical.

For our income valuation, we used basic calculations and value-based assumptions regarding the size of the units. If it likely that some owners have completed substantial renovations, resulting in potentially higher rental rates, and some units may be in a state of original condition, we have each assumed that no significant renovations or repairs would be required in the immediate future.

RENTAL ANALYSIS		INCOME ANALYSIS	
Market Area	5,738 SF	Capitalization Rate	2.75%
Rent per SF	47.50		50,967.50
Gross Annual Rent	\$172,410	Capitalization Rate	2.50%
vacancy Allowance (2.4%)	35,445%		54,370.75
Operating Costs (20%)	(65,418)		3.00%
			54,719,840
<b>NET OPERATING INCOME</b>		<b>5134,209</b>	

## Comparable Sales Analysis

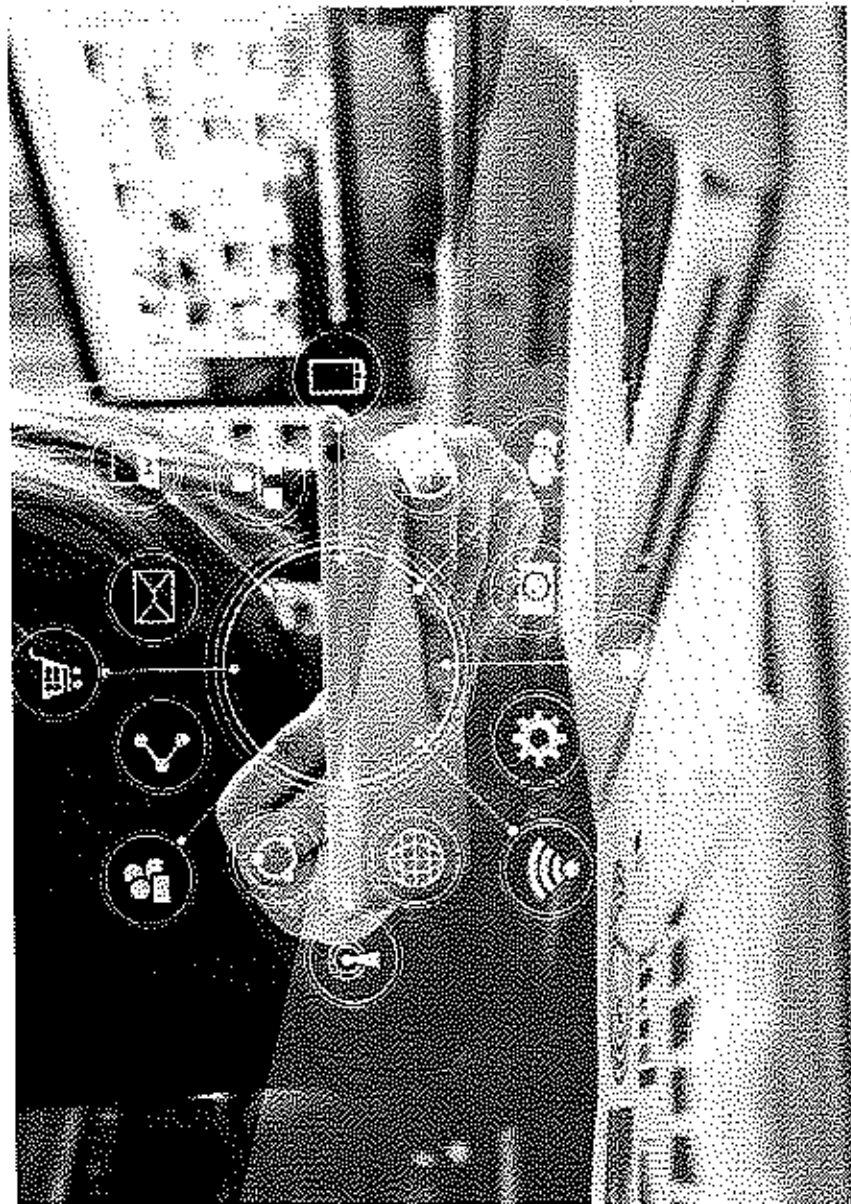
The comparable sales analysis uses recent sales in the Vancouver market to determine the price purchasers have paid for comparable development sites. This is the least technical of our valuation methods, but does provide context for both the residual analysis and income analysis and allows our team to ensure our underwriting is consistent with the reality of the market.

It is important to consider the future use of the properties included in a comparable sale analysis. The development community uses the value per buildable square foot to assess the site. By assessing price per acre, the acre, foot spacing, and other factors (such as the RMO designations, etc.) used and reflecting the site's zoning and potential to determine the exact number, we have used the value per acre and foot of land in our analysis. The dollar per square foot values are presented in the table below and compare to a range of value from \$130 to \$1,148. The property at 1089 West 13th Avenue is in a location in the city with a high density of units. The acreage on West 13th is a case in size and development potential. We estimate the price per acre of land to be \$725-\$825 for the property. This estimation of value (90% of the with out land residual calculations) is on the previous page.

SAMPLE OF RECENT SALES				
ADDRESS	PRICE	SIZE (SF)	\$/SF LAND	
2777 Oak Street	\$21,500,000	18,734	\$1,148	
1740 West 10th Avenue	\$19,000,000	14,777	\$1,301	
257 West 25th Street, 316 Ave. East	\$7,200,000	1,102	\$722	
1246 West 10th Street, 1001 Ave. East	\$2,300,000	4,298	\$530	
<b>1089 WEST 13TH AVENUE</b>			<b>6,223</b>	<b>\$725-\$825</b>

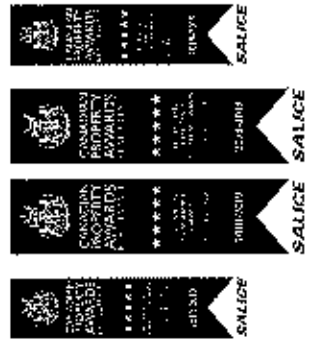


# Sales & Marketing Strategy



## Property marketing has changed - at Colliers we're leading that change.

Colliers is a company that innovates world, business, and technology. That is why Colliers' digital and analytics solutions are strategic marketing solutions to assist our clients stand apart from the competition. Colliers' Strategic Marketing program is focused on creating awareness and understanding so we ensure your development receives appropriate attention every possible way - from print to digital to public relations.



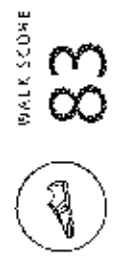
## Marketing Goals

- STORY**  
Create a story that speaks to the business and benefits of the project. This will be integral to the marketing program, and by doing our advertising will allow us to communicate these stories with the greatest impact.
- AWARENESS**  
Create awareness through different advertising channels that will reach the most qualified prospects and provide maximum exposure.
- CUSTOM MARKETING CAMPAIGNS**  
Develop a series of targeted marketing campaigns to drive our key purchase, inquiries and groups.
- COLLABORATIVE PROCESS**  
Collaborate with our client on all decisions and at each decision point, we will communicate plans, action and impressions to respond with both the client's and online community.

## Positioning

Positioning is a strategy against the competition to differentiate the benefits that make your product unique and going to the market with the right target market. Through our positioning process we will complete a detailed review of the project to understand which features will provide the greatest benefit to the potential purchaser. We do not create new benefits or change them as we begin to build on your project.

- Nearby amenities
- Property location
- In-situ traffic
- Vibrant community
- Walkable to community
- Proximity to schools



## Target Market Research

By using Colliers CRM+, we will create unique lists of qualified prospects, set lists, also with the proper branding and positioning. Once these prospects have been identified, they will be our primary focus based on the research, awareness and interest levels in the new design and progress.

**colliers CRM+**

## Target Market

Our extensive targeted list would be made up of the best qualified companies and individuals including purchasers from each of the following buyer groups:



### LOCAL DEVELOPERS AND BUYERS

Traditional investors, residential and mixed-use developers, operators, etc. These buyers will be asked to be interested in your property given the desirable Broadway Corridor location.



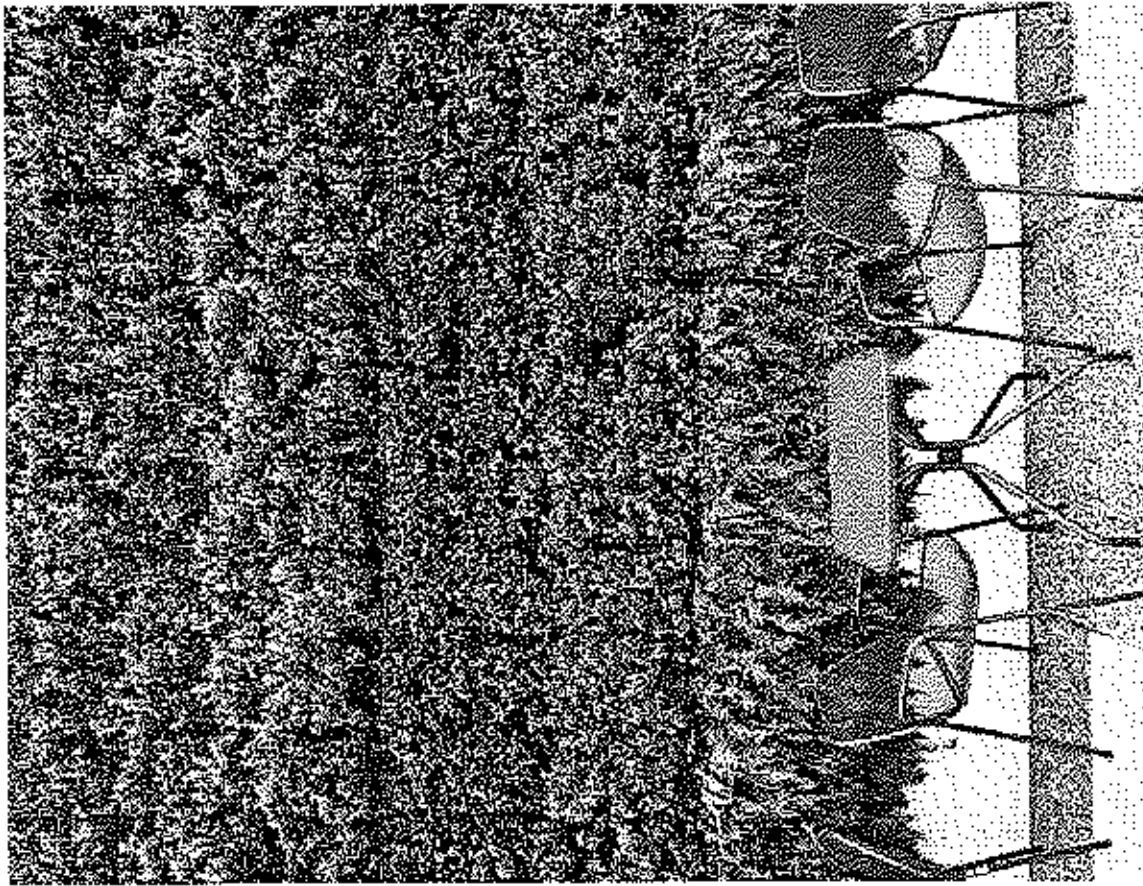
### INVESTORS - LOCAL AND OFF-SHORE

Some investors may consider this purchase opportunity due to the potential. They're seen as a competitive, solid, and long-term development potential.



### INVESTORS - INTERNATIONAL

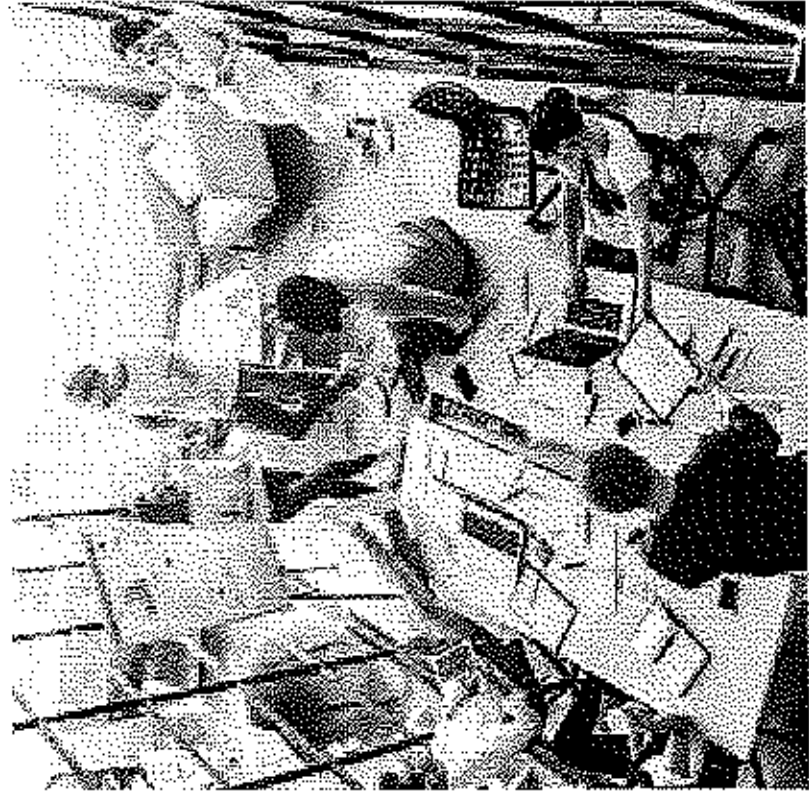
Many investors, especially internationally, may have interest due to the West Side location. These investors tend to be well-capitalized and have a longer term approach when considering investment opportunities.



## Marketing Tactics

Our property project marketing capability is second to none in our industry.









When you meet with Callers, we open up a great exposure to every possible medium - from print to video to mobile. We take your listing to where you, the agents and us, they get the information they need and you get the response you want.



### PROPERTY MARKETING STANDARDS

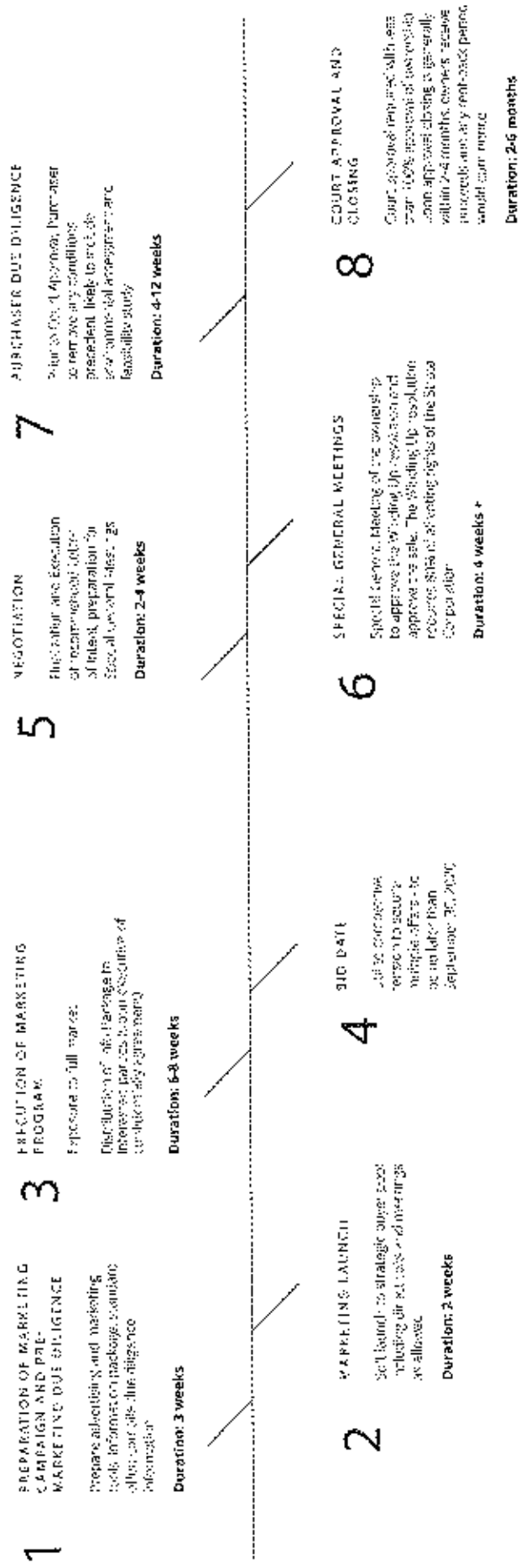
-  **EX-AMINATIVE PROFILE**
-  **SEO/CHUS**
-  **LOCAL BUCKER OUTREACH**
-  **EX-CHANGING MESSAGE**
-  **EMAIL SEARCHES**
-  **PRO-FESIONAL PHOTOGRAPHY**
-  **CRUC CALLING**
-  **DIRECT PRO-OXATIONS**

### Additional strategic marketing tactics that Callers may recommend for this property

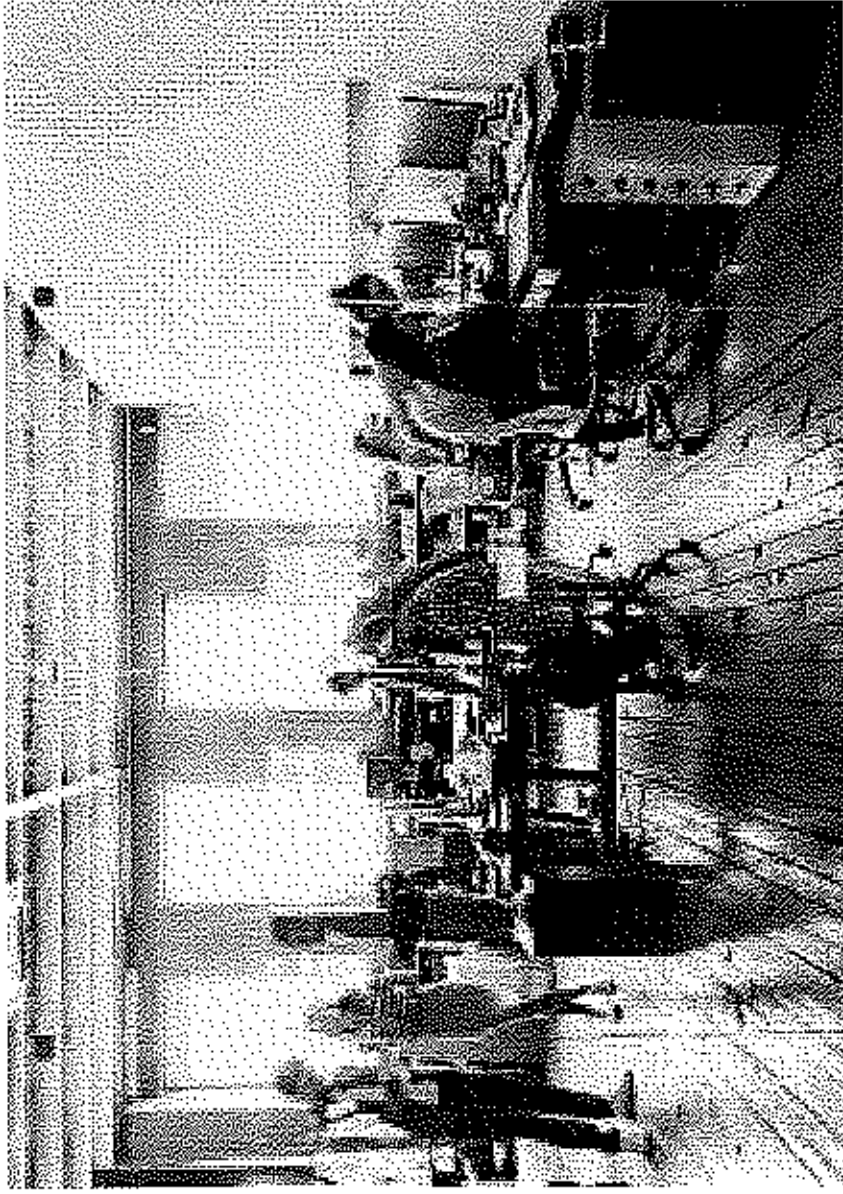
-  **DIGIT ADS**  
Includes all social advert sites. All calls to take advantage of referrals to visiting web page.
-  **PRAT ADS**  
Call into advertising business. Includes all social and WhatsApp ads.
-  **VIDEO**  
These include the professional quality video for the property.
-  **WEBSITE REVIEW TO DO**  
Call into advertising business. Includes all social and WhatsApp ads. Includes all social and WhatsApp ads. Includes all social and WhatsApp ads.
-  **DIRECT MARKETING**  
Direct advertising to all possible locations in the area.
-  **LIVE TRACKING**  
Live tracking of the business to ensure that all advertising is seen in the property and follow-up strategies.
-  **GOOGLE ADS**  
Which your campaign should be building.
-  **PRINT MEDIA**  
Includes media advertising in print. Includes all social and WhatsApp ads. Includes all social and WhatsApp ads.

## Time Line

A straight-forward process, catered to today's changing market and your needs.



# The Team



# Our Team

**J. GARTH CAMBREY**  
COURT-APPOINTED ADMINISTRATOR: VR 456

Practice Team



**MAURY DUBUQUE**  
Senior Advisory Director  
Tax Counsel



**RAJ SIDHU**  
Senior Advisor, Trusts  
Trust Counsel

Sales Support



**JENNIFER DARLING**  
Senior Associate



**HART BUCK**  
Sales Support



**SUSAN HOLMES**  
Trustee's Representative

Subject Matter Expert



**TANYA NICHOLSON**  
Trusts, Marketing  
and Compliance

Key to Intelligence



**ALEC KATCHER-MARSH**  
Real Estate Analyst



**PETER LIND**

**HART BUCK**  
Vice President  
Residential Estate Administration

## PROFESSIONAL SUMMARY

—As joined Colliers in 1988 specializing in bond sales. Over the course of his career, this professional has a varied track record in creating long-term relations within the development community. During the periods of economic downturn, development opportunities were begun to create a market niche within the industry sectors by assessing the requirements of various funders as of transactions resulting from development.

—As was a vital member of the sales team of Glen Ridge Place, a substantial estate sale prior to any arrangements to the Straits Properties, and an Executive Director of the firm in private sales and sales.

—Has been cleared in transactions, approaching 225 in aggregate value. Has a diploma in commercial real estate marketing from MIT.



**JENNIFER DARLING**

**JENNIFER DARLING**  
Senior Associate

## PROFESSIONAL SUMMARY

—Jennifer joined Colliers in 2011 and has developed a deep understanding of the areas of real estate and sales development of real estate. She specializes in working with course sales officers to create the emerging outcomes for the Colliers. She worked for a global developer, finance and was responsible for all market and programs in management as well as regional sales and marketing in Colliers.

—Jennifer was awarded the Colliers Vancouver Rookie of the Year Award in 2018 and has been involved in the sale of over \$300,000 in real estate assets.

—Jennifer has a Bachelor of Commerce with specializations in Marketing and Accounting from McGill University and a Diploma in Urban and Economics with a specialization in development from USC.

## Why Colliers?

At Colliers, we think differently, share great ideas and offer thoughtful and innovative advice.

### COLLIERS VANCOUVER



#### KNOWLEDGE OF THE TEAM

Our team brings unparalleled knowledge and professional expertise in the area of real estate services in the area.



#### EXCEPTIONAL EXECUTION SKILLS

Our talented marketing, communications and design professionals and our team's ongoing campaigns from the ground up.



#### AN EXTENSION OF YOUR TEAM

Our approach is collaborative, flexible and informed by our own knowledge. By aligning with your objectives, we develop and execute customized real estate solutions for you.



#### RESULTS AND PROCESS-DRIVEN

From the first handshake to the last, we analyze and adjust our strategy and manage the marketing process to ensure successful results. We have helped our clients achieve their goals and we can count on us to do it again. Our commitment is to deliver the highest quality service.



#### COMMITMENT TO SERVICE EXCELLENCE

At Colliers, "Service" is more than just a word. Colliers' commitment to client service is designed to create a customer-focused service throughout our business.



#### UNPARALLELED ACCESS TO DATA

Colliers has a network and unparalleled Client Relationship Management (CRM) database consisting of information on thousands of commercial properties across Canada.



NASDAQ: CCI  
TSX: CCI

## About Colliers Canada

We provide a full suite of real estate solution services for commercial office, retail and industrial properties.

**\$365M**  
In Revenue (US)

**\$12.6B**  
In Transaction Value (US)

**478**  
Advisors

**48**  
Offices

**2,022**  
Professionals

**59.8**  
G/Margin

#### OUR FULL SUITE OF SERVICES INCLUDE:

- Capital Raising
- Corporate Solutions
- Brokerage, Leasing & Sales
- Real Estate Management
- Project Management
- Valuation and Advisory
- Real Estate Investment Management
- Property Marketing
- Research

Ms. Jennifer Thompson





## Case Studies

ARRIUS VILLAGE, #19120  
at 98 Site #1, also known as



Address	2902 - 2308 Main Street, Vancouver
Site Size	4.27 acres
Project Objective	Feb. 2017
Completion Date	September 2019
Value	the owners, Strata Plan #120

### OPPORTUNITY

- Large 4.27-acre site
- ideally located in Vancouver's desirable West End
- Adjacent to the Arrius Strata Plan and active future development

### CHALLENGE

- No plan was in place in the City of Vancouver as to how future development would be handled
- Many owners still in negotiation with the developer
- Owners were unable to agree on a price for their units

- Owners were unable to agree on a price for their units
- Owners were unable to agree on a price for their units

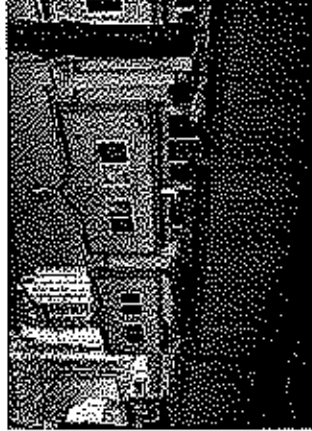
- Owners were unable to agree on a price for their units
- Owners were unable to agree on a price for their units

*"Our trust in Hart and Jennifer has been well-rewarded, not just financially, but in our attention to detail and analysis, their breadth of contacts in the Vancouver and international real estate market, their constant availability to discuss concerns and to provide advice and guidance to our community, their ability to make sincere and genuine connections with strata owners, and their focused, client-centric approach to personal and business relationships."*

Rob Thompson, MA, MCIP, RPP  
VR120 Strata Council Member

## Case Studies

ASHLEY MAR HOUSING COOPERATIVE  
Complex, Multi-Strata Holder Deal



Address	6-60 Ash Street & 34th Street, Coquitlam, BC
Site Size	1.9 acres
Project Objective	November 2015
Completion Date	Ongoing
Value	Apply for Housing Co-operative

### OPPORTUNITY

- 1.5 acres across the street from the Marpole Park Canada line station
- Community improved with 24 townhome units
- Included within the Marpole Area Plan, allowing for high-density development

### CHALLENGE

- The developer within the complex is a private company, making it difficult to negotiate a sale of the property
- The owners were not interested in selling as a means of generating a profit and were looking to simply sell the land

### STRATEGY

- The project was worked on a second-hand basis, with the developer selected to purchase the property at a price significantly below the market value
- A request for proposals was issued to a qualified list of developers

- The developer was not interested in selling as a means of generating a profit and was looking to simply sell the land
- The owners were not interested in selling as a means of generating a profit and were looking to simply sell the land

### RESULTS

- The project was worked on a second-hand basis, with the developer selected to purchase the property at a price significantly below the market value
- A request for proposals was issued to a qualified list of developers

## Terms of Engagement

<b>LISTING TERM</b>	3 months
<b>SUCCESS FEE</b>	<b>3.0% of the sale price.</b> Commission payable to Colliers upon successful completion of the transaction. Commission payable to Colliers only if the sale price is at least 10% above the original listing price.
<b>ASSIGNED RESPONSIBILITIES</b>	Buy, Book and Manage Dealings
<b>MARKETING COSTS</b>	Colliers will be responsible for all marketing costs for the entire process.
<b>COOPERATION</b>	Colliers encourages cooperation with other brokers and estate agents upon completion of the Marketing Program.
<b>REPORTING</b>	Colliers will report to the Administrator regularly and to such agencies as required. The format will be tailored to the administrator and/or the corporation's requirements.

## Appendix



# Appendix A: Track Record



**TELFORD VILLA: 6450 TELFORD AVE  
SHIRASBY, NC**

Purchase Price: \$725K (2017)  
Purchase: Wilson and Properties  
Site Size: 22,980 SF

- 30+ lot sizes, adjacent to City of Durham
- Assisted with legal, zoning, utility and local government building permit process for 60+ lots



**EDMUNDET: 1140 EDMUNDET ST  
VANCOUVER, BC**

Purchase Price: \$1.2V (2018)  
Purchase: Shellen Properties  
Site Size: 91,278 SF

- Largest project to date with no rezoning required
- Assisted with legal, zoning, utility and local government building permit process for 60+ lots



**JOYCE PLACE: 3340 VANNESS AVE  
VANCOUVER, BC**

Purchase Price: \$1.1M (2018)  
Purchase: Shellen Properties  
Site Size: 21,842 SF

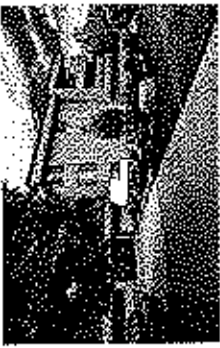
- Adjacent to City of Vancouver, rezoning process as well as CD by high density residential
- Assisted with process to allow Joyce Place to be rezoned to conform with City of Vancouver



**VAS 1437: 1318 THURLOW ST  
VANCOUVER, BC**

Purchase Price: 1.05M (2017)  
Purchase: Wilson and Properties  
Site Size: 22,369 SF

- Included in the West End Area Plan
- Assisted with rezoning process and government building



**BEL AYRE VILLA: 1700 WEST 10TH AVE  
VANCOUVER, BC**

Purchase Price: \$1.92M (2017)  
Purchase: Country Developments  
Site Size: 18,774 SF

- First Belaire to go through Court Approval process
- All relevant approvals (up to legal restrictions, rezoning, rezoning, etc.) and some permits for times when needed to be.



**TWELVE OAKS: 2777 OAK ST  
VANCOUVER, BC**

Purchase Price: \$2.15M (2017)  
Purchase: Vancouver Development  
Site Size: 18,774 SF

- Assisted with rezoning, and as well as rezoning
- Available of lots as well as rezoning
- Close proximity to future Freeway and nearby



**JERICHO VILLA: 3495 WEST 4TH AVE  
VANCOUVER, BC**

Purchase Price: \$1.55M (2018)  
Purchase: Shellen Properties  
Site Size: 21,859 SF

- Largest residential lot size
- Work generated by existing infrastructure to lot size to rezoning



**CEDAR HOLLOW: 3858 HAZELWOOD PL  
PITT MEADOWS, BC**

Purchase Price: \$1.1V (2016)  
Purchase: Shellen Properties  
Site Size: 5,011 Acres

- Outside of typical area often
- Rezoning process as well as rezoning
- Rezoning required to rezoning, health and safety



**GLEN ROBIN PLACE  
RUBENBY, BC**

Purchase Price: \$2.25M (2017)  
Purchase: Shellen Properties  
Site Size: 15 Acres

- 100+ lots, including 15 to the same property lot
- Rezoning process as well as rezoning



## Marketing & Valuation Proposal

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1089 West 13th Avenue | Vancouver, BC

### HART BUCK

Personal Real Estate Corporation

hart.buck@colliers.com | 604.662.2646 | 604.727.7001

### JENNIFER DARLING

jennifer.darling@colliers.com | 604.694.7271 | 778.837.5900



### COLLIERS INTERNATIONAL

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 Vancouver, BC V6C 2R6  
 TEL: 604.681.4111  
 FAX: 604.681.0849  
[collierscanada.com](http://collierscanada.com)

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This is Exhibit "CC" referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021



A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

## EXCLUSIVE LISTING AGREEMENT

This Agreement made the 9th day of July, 2020

Between

Goodman Commercial Inc.  
#560 – 2608 Granville Street,  
Vancouver, BC, V6H 3V3

(hereinafter referred to as "Goodman")

And

The Owners, Strata Plan VR 456  
c/o Garth Cambrey, Administrator  
#2300 – 2850 Shaughnessy Street,  
Port Coquitlam, BC, V3C 6K5  
(hereinafter referred to as the "Strata Corporation")

WHEREAS:

- A. The Strata Corporation is a strata corporation established pursuant to the *Strata Property Act*, SBC 1998, c. 43, of British Columbia, as amended (the "SPA");
- B. Pursuant to a Court Order dated April 17, 2020 in the matter of *MacLennan v. The Owners, Strata Plan VR 456*, B.C. Supreme Court New Westminster Registry No. NEW-S-S-222743, Garth Cambrey of Cambrey Consulting Ltd. was appointed as the administrator (the "Administrator") of the Strata Corporation pursuant to section 174 of the SPA, and was ordered to take all reasonable and necessary steps to investigate and complete a voluntary winding-up of the Strata Corporation pursuant to Division 2 of Part 16 of the SPA, including entering into a listing agreement with a qualified real estate agent;
- C. The purpose of this Exclusive Listing Agreement ("**Agreement**") is to facilitate a voluntary winding up of the Strata Corporation with a liquidator ("**Liquidator**") pursuant to the SPA (a "**Winding Up**"), or a 100% approved sale of all strata lots to a single purchaser in lieu of such a Winding Up (a "**100% Approved Sale**").

In consideration of Goodman listing and agreeing to offer for sale the lands at 1089 West 13th Avenue, Vancouver and legally described as:

Strata Lots 1-6, Plan VAS456, District Lot 526, New Westminster Land District  
PID 004-046-471, 004-046-480, 004-046-498, 004-046-501, 004-046-510, 004-046-528  
(collectively the "Property")

during the Term of this Agreement, the Strata Corporation hereby grants to Goodman the sole and exclusive authority to secure a purchaser acceptable to the Strata Corporation for the Property, upon the following terms and conditions:

1. Goodman acknowledges and agrees that neither the Strata Corporation nor the Administrator is the owner of the Strata Lots and neither has registered title to the common property shown on Strata Plan VR 456 and thus neither is in a position to sell the Property but are only vehicles, pursuant to the provisions of Division 2 of Part 16 of the SPA, to coordinate the marketing and sale of the Property and effect the Winding Up of the Strata Corporation, the cancellation of Strata Plan VR 456 and the transfer of the land shown on the strata plan to the Liquidator and their subsequent transfer of the land shown on the strata plan to the purchaser (or a 100% Approved Sale in lieu thereof).
2. For the purposes of this Agreement, "Accepted Contract" means a binding contract for purchase and sale of the Property accepted by the Administrator on behalf of the Strata Corporation, which contract is subject to the provisions of section 3 of this Agreement.
3. Any Accepted Contract will be subject to obtaining:
  - (a) the approvals required pursuant to Division 2 [Voluntary Winding Up with Liquidator] of Part 16 of the SPA, which for certainty includes the following:
    - (i) the approval by the Owners (being the registered owners of the strata lots comprising Strata Plan VR 456) of a windup resolution by way of an 80% vote pursuant to Section 272 of the SPA (the "80% Vote Resolution");
    - (ii) assuming that the 80% Vote Resolution passes, the approval of the Owners of the Accepted Contract by way of an 75% vote pursuant to Section 282 of the SPA (the "75% Vote Resolution");
    - (iii) the granting of a court order by the BC Supreme Court pursuant to section 278.1 of the SPA, confirming the 80% vote resolution approved by the Owners pursuant to section 272 of the SPA; and
    - (iv) the granting of a court order by the BC Supreme Court pursuant to section 279 of the SPA, which, *inter alia*:



- (A) confirms the appointment of the Liquidator; and
  - (B) vests in the Liquidator title to the property for the purpose of selling the property to the purchaser pursuant to the Purchase Agreement; or
- (b) in the event that the Owners do not approve the 80% Vote Resolution, the approvals pursuant to Division 3 [Court Ordered Winding Up] of Part 16 of the SPA apply, which for certainty includes a Court Order pursuant to Sections 284 and 285 of the SPA.

If neither of the approvals in subsections 3(a) or (b) are obtained, the Accepted Contract shall be deemed null and void and the Strata Corporation shall have no obligation under this Agreement or an Accepted Contract.

4. Subject to the requirements of Division 2 of Part 16 of the SPA, the Administrator has exclusive conduct of the Property on behalf of the Strata Corporation and all of the Owners. Goodman and the Designated Agent(s) (as defined at section 8 of this Agreement) each acknowledge and agree that none of them will act for or in any way advise or negotiate on behalf of any Owners with respect to the potential winding up and sale of the Property (including any strata lots therewith) contemplated by this Agreement. For clarity, all negotiations regarding the potential winding up and sale of the Property (including any strata lots therewith) must be conducted by Goodman and/or the Designated Agent(s) through the Administrator. The foregoing does not however prevent Goodman and/or the Designated Agents from meeting with Owners to discuss any proposed sale or offer to purchase through a Winding Up (or 100% Approved Sale in lieu thereof), including considerations that may be specific to a particular owner, as long as such discussions and considerations are disclosed in advance to the Administrator and form part of the overall negotiations of between the Administrator, on behalf of the Strata Corporation, and the prospective purchaser of the Property.
5. Goodman will use due diligence and its best efforts in seeking prospective purchasers, utilizing appropriate advertising and promotional material at its sole cost.
6. All enquiries received by the Administrator during the Term regarding a potential purchase of the Property from any source whatsoever shall be referred to Goodman.
7. All offers are to be submitted to the Administrator through Goodman, including offers received from cooperating brokers.
8. The Listing Brokerage (Goodman) designates Mark Goodman Personal Real Estate Corporation and Cynthia Jagger Personal Real Estate Corporation (the "**Designated Agents**") to act as the sole agents of the Strata Corporation in respect of the Property.

9. Periodically, Goodman will provide the Administrator with written status reports on the marketing of the Property.
10. Subject to sections 12 and 13 of this Agreement, the Strata Corporation will pay Goodman a real estate commission in the amount of **two percent (2.0%)** (the "**Commission**") on the Property's total sale price (due and payable out of net proceeds on closing) plus applicable taxes. If there is a cooperating brokerage, the commission will be in the amount of **two and one-half percent (2.5%)** and Goodman will pay the cooperating brokerage, from the remuneration paid to Goodman by the Strata Corporation in an amount equal to **0.75%** of the sale price of the Property, plus applicable taxes.
11. For clarity, the Property's total sale price does not include any consideration in the form of any purchase and sale agreement by the purchaser to permit the Owners to continue residing in the strata lots on a no-charge or reduced charge basis following the completion of the transaction contemplated by the purchase and sale agreement or any incentives offered by such purchaser with respect to any developments of the purchaser.
12. The Commission shall be payable to Goodman by the Strata Corporation if any of the following events occur:
  - a. The Property is sold to any person or entity during the Term ;
  - b. The Strata Corporation enters into a binding agreement of purchase and sale for the Property during the Term , which completes or, directly or indirectly, leads to, contributes to, or is an effective cause of, the sale of the Property following the expiration of the Term;
  - c. Goodman negotiates an offer for the purchase of the Property during the Term and, as a result of such offer, the right of a third party(ies) to purchase or acquire the Property pursuant to a right of first refusal, option to purchase, or "buy-sell" or "shotgun" provision, or similar right, is triggered and such third party(ies) proceeds with and does purchase or acquire the Property; or
  - d. Within 6 months after the expiration of the Term :
    - i) The Property is sold to any person or entity to whom the Property was submitted or introduced by Goodman (an "**Introduced Party**"), initially or otherwise, prior to the expiration of the Term; or

- ii) Negotiations or correspondence take place, which at any time thereafter, directly or indirectly, lead or contribute to, or are an effective cause of, the sale of the Property to an Introduced Party.
13. For the purposes of ascertaining the Strata Corporation's liability for the Commission under subparagraphs 12(d)(i) or 12(d)(ii), the Strata Corporation may, by written request to Goodman, inquire whether any person or entity with whom the Strata Corporation may contract, negotiate or correspond in connection with the sale of the Property after the expiration of the Term is an Introduced Party.
14. For the purposes of this Agreement, any persons or entities that were or should have been referred to Goodman by the Strata Corporation pursuant to section 2 shall be deemed to be an introduced Party.
15. For the purposes of this Agreement, the purchase, sale or acquisition of the Property includes a purchase, sale or acquisition of all or a portion of the Property or an interest in the Property, and the purchase, sale or acquisition of shares in one or more companies that owns all or a portion of the Property or has an interest in the Property.
16. It is understood and agreed that there are no representations, warranties, guarantees, promises or agreements other than made herein.
17. In the event of:
- (a) a Winding Up of the Strata Corporation, the commission will be paid in full to Goodman upon the completion of a transfer of all of the Owners' interest in the Strata Lots to the Liquidator and the transfer by the Liquidator of the land that was shown on the strata plan immediately before its cancellation to the Purchaser and the unconditional payment of the sale proceeds to the solicitors for the Liquidator, the Strata Corporation or the Owners, as applicable; and
  - (b) a 100% Approved Sale, the commission will be paid in full to Goodman upon the completion of a transfer of all of the Owners' interest in the Strata Lots to the purchaser and the unconditional payment of the sale proceeds to the solicitors for the Owners, in accordance with the listing agreement that to be entered into by the Owners and Goodman in the event that each of the Owners signs an individual purchase and sale agreement for his or her Strata Lot with the purchaser of all of the Strata lots.

- 18. The term of this Agreement and the authority granted to Goodman shall become effective from the date of execution of this Agreement and will remain effective up to and including February 28, 2021 (the "Initial Term"), and may be further extended upon mutual agreement of the parties in writing (together the Initial Term and any extensions thereof shall be the "Term"). Any extension of the Initial Term will be on the same terms and conditions contained in this Agreement, except as otherwise mutually agreed upon by the parties in writing. If the Strata Corporation enters into an agreement for purchase and sale of the Property (the "PSA") during the Term, then this Agreement shall automatically be extended until either the closing date or the termination date of the PSA.
  
- 19. During the Term, Goodman shall communicate with the Administrator only on behalf of the Strata Corporation, and not the Strata Council and/or the Owners, unless:
  - (a) the Administrator first approves any such communication in writing; or
  - (b) otherwise directed by Court Order.
  
- 20. Goodman hereby releases the Administrator, or any employee, agent, or representative of the Administrator, from any and all actions, causes of actions, contracts, covenants, whether express or implied, claims and demands for damages, personal injury, indemnity, costs, interest and loss of every nature and kind, whatsoever and howsoever arising, whether statutory or otherwise, which Goodman may heretofore have had, may now have, or may hereinafter have, in any way relating to or arising or resulting from this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT DATED THE 9th DAY OF JULY, 2020

GOODMAN COMMERCIAL INC.

Per: Mark Goodman 07/10/2020  
Authenticate  
2/10/2020 8:53:13 AM PDT  
 Mark Goodman, Principal

THE OWNERS, STRATA PLAN VR 456

Per: J. Garth Cambrey  
 J. Garth Cambrey, Administrator

This is Exhibit "DD" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

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**Goodman:**

# **PROPOSAL**

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**Spruce West**

1089 West 13th Avenue, Vancouver

**Prepared for**

The Owners, Strata Plan VR 456

July 21, 2020

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**PROPERTY**


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**PROPERTY SUMMARY**

Registered owner	The Owners, Strata Plan VR 456		
Name of building	Spruce West		
Address	1089 West 13th Avenue, Vancouver		
Legal description	Strata Lots 1-6, District Lot 526, Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1.		
PID	004-046-471, 004-046-480, 004-046-498, 004-046-501, 004-046-510, 004-046-528		
Zoning	RM-3 Multiple Family Dwelling		
Lot size	99.93' x 62.51' (6,246 SF)		
Location	Fairview		
Year built	1977		
Storeys	6		
Net rentable area	5,738 SF		
Units	6		
Suite mix*		No. units	Avg. SF
	One bedroom	1	846 SF
	Two bedroom	5	978 SF
	Total	6	
Parking	6 underground + 4 surface stalls		
Taxes (2020)	\$12,408		
Assessments (2020)	Land	\$3,285,000	
	Improvements	\$956,000	
	Total	\$4,241,000	

\*Suite type and size based on Tax Report and Strata Plan

SUMMARY OF OPTIONS - 1089 West 15th Avenue

	Option 1 Proposed Strata Conversion Existing Building	Option 2 Strata Sell Off Existing building	Option 3 RM-3 - Condo Build Assume 1.45 FSR Hypothetical	Option 4 Condo / 50-55% FSR Hypothetical
Site Area	6,246	6,246	6,246	6,246
Existing FSR (estimated)	1.10	1.10	1.45	1.80
Scenario FSR	n/a	n/a	3.057	11.243
Scenario Assumed FSR Area	6,893	6,886	9,057	8,894
Net Rentable / Saleable Area Estimate	5,738	5,738	-	-
# of Rental Units	0	-	-	-
# of Condo Units	-	0	-	-
Average Unit Size (Rentable / Saleable)	956	956	-	-
Average Rent / Unit	-	-	-	-
Average Rent / SF	\$3.25	-	-	-
Potential Stabilized Net Operating Income	\$194,685	\$1,100	-	-
Average Sales \$ / SF	-	-	-	-
Cap Rate Estimate	3.85%	-	-	-
<b>Price Estimate</b>	<b>\$5,056,758</b>	<b>Option 2 Strata Sell Off</b>	<b>Option 3 Condo / TH Site</b>	<b>Option 4 Condo / TH Site</b>
Price per unit	\$842,793	\$6,311,800 \$1,061,967	\$3,396,263 \$375	\$2,529,630 \$225
Costs to achieve:				
Less envelope, roof, flashing costs +	(\$1,600,000)	(\$1,600,000)		
Less suite renovation costs	(\$210,000)	(\$430,000)		
Less 15% profit on cost	(\$271,500)	(\$307,500)		
Going in Price Estimate	\$2,975,258	\$3,954,300	\$4,075,515	\$3,081,770
Average per Suite	\$495,876	\$659,050	\$450	\$275
			\$679,253	\$515,285
			Land Price Estimate \$ per SF FSR area	Land Price Estimate \$ per SF FSR area
				Average per Suite

+ Costs from RJC Engineering report from December 2018.

\* Option 1 - Assumes building is vacated and all suites leased 'at market rates'. Costs are reflected at RJC figures plus \$35,000 per suite in interior renovations.

\* Option 2 - Assumes building is vacated and units are sold individually. Costs are reflected at RJC figures plus \$75,000 per suite in interior renovations. Unsure if this scenario is possible given strata will be effectively 'wound up' and one title. Potential for buyer to purchase each lot individually.

\* Option 3 - Assumes building demolished (cost excluded) and 1.45 FSR possible on site.

\* Option 4 - Assumes building demolished (cost excluded) and 1.80 FSR possible on the site. 100% Rental assumed. This would require conditional approval and we have not yet confirmed whether possible with City planning and based upon the site site.

\*\* All scenarios require confirmation and are subject to change. We reserve the right to amend should further clarification be provided on any one scenario.



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## CONCLUSION

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We started by gathering the factual details of your property, then used them as a basis for the income and comparable approaches to valuation. We took into account your property's location, building type and condition, projected income and expenses, as well as the current climate of high demand and scarcity of similar product.

Suggested value

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**\$3,500,000 – \$4,500,000**

Recommended list price

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**\$4,750,000**

# VALUATION

We use the most established professional approaches to arrive at the best estimate of value.

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**VALUATION / RENTAL SCENARIO**


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**PROJECTED RENT ROLL**

Strata Lot #	Unit #	Type	# Bathroom(s)	Est. Market Rent (\$)	*Size (SF)	Rent/SF (\$)
1	101	2 bedroom	2 full	3,000	984	3.05
2	201	2 bedroom	2 full	3,100	977	3.17
3	301	2 bedroom	2 full	3,150	977	3.22
4	401	2 bedroom	2 full	3,200	977	3.28
5	501	2 bedroom	2 full	3,250	977	3.33
6**	601	1 bedroom + den.	1 powder + 1 full	3,000	846	3.55
<b>Total</b>		<b>6 suites</b>		<b>\$18,700</b>	<b>5,738</b>	<b>\$3.26</b>

\* Measurement taken from strata plan.

\*\* Penthouse unit.

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**VALUATION / RENTAL SCENARIO**


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**PROJECTED INCOME AND EXPENSES  
2020**

<b>Income (projected "at market")</b>			
1	Rent (estimated)	\$18,700 x 12 months	\$224,400
2	Parking (est. \$75 / month x 10)	\$750 x 12 months	9,000
3	Laundry (in-suite)		-
4	<b>Gross income</b>		<b>233,400</b>
5	Less vacancy at 0.5%		(1,167)
6	<b>Effective gross income</b>		<b>\$232,233</b>
<b>Expenses (estimate based upon industry metrics)</b>			
7	Insurance (normalized)	\$450 per suite/annum	\$2,700
8	License		500
9	Taxes (2020 actual)		12,408
10	Repairs & maintenance	\$700 per suite/annum	4,200
11	Landscaping (2020 budget)		2,500
12	Pest control		500
13	Fire safety (2020 budget)		2,000
14	Garbage	\$220 per suite/annum	1,320
15	Hydro (2020 budget)		1,200
16	Water/sewer (2020 budget)		1,450
17	Elevator (2019 actual)		4,450
18	Caretaker	\$60 per suite/month	4,320
19	<b>Total expenses</b>		<b>(37,548)</b>
20	<b>Net operating income</b>		<b>\$194,685</b>

**VALUATION / CONDO****FAIRVIEW CONDO LISTINGS (JULY 2020)**

Address	Age	List Price	Floor Area - Grand Total	Price Per SQFT
207 2988 ALDER STREET	28	\$725,000	821	883.07
201 1616 W 13TH AVENUE	45	\$899,000	1,010	890.1
603 1633 W 8TH AVENUE	26	\$899,900	1,035	869.47
604 2288 PINE STREET	27	\$1,088,000	1,128	964.54
1106 1633 W 8TH AVENUE	26	\$949,900	1,138	834.71
802 2668 ASH STREET	31	\$1,138,000	1,217	935.09
301 2988 ALDER STREET	27	\$949,000	1,264	750.79
#10 766 W 7TH AVENUE	37	\$1,145,000	1,307	876.05
601 1485 W 6TH AVENUE	20	\$1,648,000	1,323	1245.65
1101 1633 W 10TH AVENUE	29	\$2,169,000	1,604	1352.24
721 1445 MARPOLE AVENUE	68	\$1,699,000	1,697	1001.18
204 3133 CAMBIE STREET	28	\$1,359,888	1,699	800.4
1029 W 7TH AVENUE	36	\$1,899,800	1,724	1101.97
TH1 2668 ASH STREET	31	\$1,650,000	1,783	925.41
900 1788 W 13TH AVENUE	24	\$2,298,000	1,804	1273.84
1502 2628 ASH STREET	31	\$2,500,000	1,914	1306.17
PH 1788 W 13TH AVENUE	24	\$3,950,000	2,010	1965.17
800 1685 W 14TH AVENUE	50	\$3,300,000	3,648	904.61
		<b>\$30,267,488</b>	<b>28,126</b>	<b>\$1,076</b>

**VALUATION / CONDO****RECENT FAIRVIEW CONDO SALES**

<b>Address</b>	<b>Sold Date</b>	<b>Sold Price</b>	<b>Floor Area - Grand Total</b>	<b>Sold Price per SqFt</b>
701 1445 MARPOLE AVENUE	2/7/2020	\$451,000	540	\$835
312 1445 MARPOLE AVENUE	12/24/2019	\$468,000	580	\$807
104 1445 MARPOLE AVENUE	10/17/2019	\$470,000	580	\$810
420 1445 MARPOLE AVENUE	6/22/2020	\$475,000	580	\$819
815 1445 MARPOLE AVENUE	11/20/2019	\$475,000	580	\$819
314 1445 MARPOLE AVENUE	7/6/2020	\$462,500	585	\$791
106 1445 MARPOLE AVENUE	2/13/2020	\$485,000	612	\$792
303 1333 W 7TH AVENUE	5/6/2020	\$570,000	616	\$925
1004 1633 W 8TH AVENUE	1/26/2020	\$675,000	650	\$1,038
802 1686 W 13TH AVENUE	5/16/2020	\$704,900	686	\$1,028
502 1405 W 12TH AVENUE	10/1/2019	\$594,000	696	\$853
215 1236 W 8TH AVENUE	2/21/2020	\$582,000	705	\$826
1305 2668 ASH STREET	9/28/2019	\$612,000	708	\$864
607 503 W 16TH AVENUE	9/6/2019	\$640,000	744	\$860
804 1438 W 7 AVENUE	11/12/2019	\$630,000	760	\$829
602 1445 MARPOLE AVENUE	2/9/2020	\$595,000	772	\$771
208 2201 PINE STREET	2/3/2020	\$640,000	780	\$821
816 1445 MARPOLE AVENUE	3/2/2020	\$900,000	780	\$1,154
106 503 W 16TH AVENUE	10/23/2019	\$580,000	781	\$743
312 503 W 16TH AVENUE	7/17/2019	\$642,000	783	\$820
407 2268 PINE STREET	9/16/2019	\$672,000	788	\$853
122 1445 MARPOLE AVENUE	8/30/2019	\$647,500	797	\$812
105 2628 ASH STREET	12/13/2019	\$657,000	802	\$819
407 2988 ALDER STREET	11/10/2019	\$560,000	804	\$697
616 1445 MARPOLE AVENUE	6/9/2020	\$728,000	820	\$888
620 1268 W BROADWAY	4/19/2020	\$670,000	823	\$814
603 1355 W BROADWAY AVENUE	3/6/2020	\$725,000	840	\$863
303 1166 W 11TH AVENUE	9/24/2019	\$775,000	844	\$918

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**VALUATION / CONDO**


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**RECENT FAIRVIEW CONDO SALES**

Address	Sold Date	Sold Price	Floor Area - Grand Total	Sold Price per SqFt
305 503 W 16TH AVENUE	12/3/2019	\$655,500	847	\$774
102 605 W 7TH AVENUE	3/2/2020	\$870,000	855	\$1,018
301 500 W 10TH AVENUE	11/17/2019	\$755,000	857	\$881
204 2638 ASH STREET	11/10/2019	\$720,000	863	\$834
705 1633 W 8TH AVENUE	11/24/2019	\$780,000	867	\$900
730 1268 W BROADWAY	4/3/2020	\$600,000	897	\$669
406 518 W 14TH AVENUE	12/16/2019	\$756,000	919	\$823
503 500 W 10TH AVENUE	9/6/2019	\$798,000	978	\$816
606 1355 W BROADWAY	3/18/2020	\$820,000	1,010	\$812
603 1616 W 13TH AVENUE	9/20/2019	\$890,000	1,020	\$873
503 1633 W 8TH AVENUE	10/13/2019	\$925,000	1,035	\$894
811 500 W 10TH AVENUE	10/26/2019	\$903,000	1,045	\$864
605 503 W 16TH AVENUE	3/7/2020	\$750,000	1,065	\$704
505 503 W 16TH AVENUE	2/11/2020	\$775,000	1,085	\$714
1401 1590 W 8TH AVENUE	6/12/2020	\$1,067,500	1,093	\$977
111 500 W 10TH AVENUE	10/17/2019	\$780,000	1,095	\$712
704 2288 PINE STREET	7/17/2019	\$950,000	1,128	\$842
1503 1590 W 8TH AVENUE	11/11/2019	\$1,380,000	1,143	\$1,207
203 2438 HEATHER STREET	5/25/2020	\$905,000	1,145	\$790
706 2288 PINE STREET	8/29/2019	\$885,000	1,163	\$761
706 2288 PINE STREET	6/10/2020	\$1,297,000	1,206	\$1,075
201 2438 HEATHER STREET	6/1/2020	\$1,045,000	1,214	\$861
702 503 W 16TH AVENUE	10/30/2019	\$965,000	1,262	\$765
203 3055 CAMBIE STREET	11/13/2019	\$870,000	1,272	\$684
1203 2628 ASH STREET	7/16/2019	\$1,203,000	1,287	\$935
1010 1268 W BROADWAY	3/9/2020	\$958,000	1,288	\$744
501 1616 W 13TH AVENUE	2/26/2020	\$880,000	1,312	\$671

**VALUATION / CONDO****RECENT FAIRVIEW CONDO SALES**

Address	Sold Date	Sold Price	Floor Area - Grand Total	Sold Price per SqFt
501 1616 W 13TH AVENUE	6/18/2020	\$949,000	1,312	\$723
202 1633 W 10TH AVENUE	5/24/2020	\$1,060,000	1,335	\$794
1102 1590 W 8TH AVENUE	10/26/2019	\$1,600,000	1,346	\$1,189
413 1707 W 7TH AVENUE	9/9/2019	\$1,249,000	1,418	\$881
507 518 W 14TH AVENUE	11/14/2019	\$1,240,000	1,426	\$870
801 1337 W 10TH AVENUE	9/11/2019	\$1,420,000	1,495	\$950
601 1337 W 10TH AVENUE	1/14/2020	\$1,460,000	1,495	\$977
502 3055 CAMBIE STREET	9/20/2019	\$970,000	1,556	\$623
601 3055 CAMBIE STREET	8/23/2019	\$1,060,000	1,556	\$681
802 1633 W 10TH AVENUE	10/5/2019	\$1,650,000	1,612	\$1,024
1003 1438 W 7TH AVENUE	4/24/2020	\$1,700,000	1,889	\$900
2 2838 BIRCH STREET	5/21/2020	\$1,685,000	1,932	\$872
PH 1405 W 12TH AVENUE	11/9/2019	\$1,900,000	2,104	\$903
802 518 W 14TH AVENUE	11/16/2019	\$2,070,000	2,738	\$756
		<b>\$61,281,900</b>	<b>72,201</b>	<b>\$849</b>



## VALUATION / LAND

### Land Sales Activity (RM-Zoned)

Site Name Address	Sale Date	Sale Price	Site Area (SF) (acres)	Sale Price / SF of Site Area	Sale Price PBA	Zoning FSR	Subdivision
<b>Vancouver West</b>							
1 946 W 14th Ave Vancouver	Apr-20	\$2,950,000	6,250 0.14	\$472	\$326	RM-4 1.45	Fairview
* 2 5874 Vine St Vancouver	Apr-20	\$2,550,000	4,135 0.09	\$617	\$425	RM-3 1.45	Kerrisdale - assumed RM-3 at 1.45 FSR
3 10th Vancouver	Sep-19	\$2,300,000	4,250 0.10	\$541	\$373	RM-3 1.45	Fairview - assume RM-3 at 1.45 FSR
4 2125 W 7th Vancouver	Mar-19	\$7,960,000	11,000 0.25	\$724	\$499	RM-4 1.45	Kitsilano
<b>Vancouver East</b>							
5 4967 Main Vancouver	Dec-19	\$3,370,000	5,644 0.13	\$597	\$412	RM-3A 1.45	Main - higher density through OCP
* 6 4987 Main Vancouver	Feb-20	\$3,300,000	5,450 0.13	\$606	\$418	RM-3A 1.45	Main - higher density through OCP
* 7 320 E 15th Vancouver	Oct-19	\$14,500,000	28,398 0.65	\$511	\$365	RM-4 1.40	Mount Pleasant

\* Sold by Goodman Commercial

### Land Listings (RM-Zoned)

Site Name Address	List Date	Sale Price	Site Area (SF) (acres)	Sale Price / SF of Site Area	Sale Price PBA	Zoning FSR	Subdivision
<b>Redevelopment Sites</b>							
1 2975 Heather Vancouver	2020	\$10,000,000	12,500 0.29	\$800	\$552	RM-4 1.45	Fairview

This is Exhibit "EE" referred to in the affidavit

of , Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021.



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** [Mark Goodman](#)  
**To:** [Garth Cambrey](#)  
**Cc:** [Cynthia Jagger](#)  
**Subject:** LOI - Butterscotch Holdings  
**Date:** Thursday, July 30, 2020 10:42:37 AM  
**Attachments:** [1089 W 13th - LOI Rahoul.pdf](#)

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Hi Garth,

We are please to attached an LOI from Rahoul of Butterscotch Holdings. All terms (Seller's subjects, time frame and \$35k release from trust of deposit was agreed to).

Price is \$3,900,000

Buyer's subject: 21 days (no financing required)

Deposits: \$100k + \$100k + \$100k= \$300k (7.7% of purchase price).

LOI open until: Aug 16<sup>th</sup>, 2020

**Comments:**

This group is very strong. We have sold them 4 properties over the last 18 years and they are known for restorative projects and development. They are certainly well qualified. I would suspect there is room for them to come up through negotiation.

We have sent off an additional 4 template LOIs to interested groups, so you will be hearing from us in the coming days with hopefully additional expressions of interest.

Regards,

**Mark Goodman**

Principal

Personal Real Estate Corporation

**Direct: 604 714 4790**

[goodmaareport.com](mailto:goodmaareport.com)

**Goodman Commercial Inc.**

560-2608 Granville Street

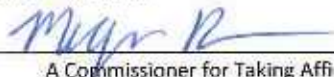
Vancouver V6H 3V3

Office: 604 558 5511

This is Exhibit "FF" referred to in the affidavit of ,

Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567



August 5, 2020

To: The Owners, Strata Plan VR456 (the "Strata Corporation") c/o Goodman Commercial Inc. ("Goodman") #560-2608 Granville Street, Vancouver, BC, V6H 3V3

Attention: Mark Goodman Personal Real Estate Corporation and  
Cynthia Jagger Personal Real Estate Corporation

RE: 1089 West 13th Avenue, Vancouver, B.C., (the "Property")

The following sets out the basic terms upon which we, OpenForm Properties Ltd (the "Purchaser") would be prepared to purchase the Property. The terms are not comprehensive and we expect that additional terms will be incorporated into a formal agreement (the "Agreement") to be negotiated. In making this offer, we acknowledge your information to us that:

- The Strata Corporation is a strata corporation established under the *Strata Property Act* (the "SPA"), represented by its administrator (the "Administrator"), Garth Cambrey, pursuant to an order of the B.C. Supreme Court, dated April 17, 2020 (collectively the "Administrator Order") in the matter of *MacLennan and others, v. The Owners, Strata Plan VR456*, BCSC New Westminster Registry No. S222743, who may contractually bind the Strata Corporation in accordance with authority granted to the Administrator pursuant to the Administrator Order. More specifically, pursuant to the Administrator Order, the Administrator has the power to cause the Strata Corporation to execute this LOI, and negotiate and enter into the Agreement with the Purchaser, provided that certain decisions of the Administrator are conditional upon obtaining the approvals required under the SPA.
- The Administrator Order authorizes the Administrator to proceed with the proposed transaction is by way of the process described in Part 16, Division 2 of the SPA, being a "Voluntary Winding Up With Liquidator". Alternatively, the Administrator may apply to the BC Supreme Court to amend the Administrator Order to allow the Administrator to proceed under Part 16, Division 3 of the SPA, being an "Involuntary Winding Up With Liquidator" (either being, the "Winding Up Process").
- The Winding Up Process will not be formally commenced unless either of the following occurs:
  1. the Winding Up Resolutions (as defined in paragraph 7(c)(i)A of this LOI) are approved at a special general meeting of the Strata Corporation; or

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PROPERTIES

2. the Winding Up Resolutions are not approved, but the Administrator elects to make, and succeeds with, an application to BC Supreme Court to seek a Court Order pursuant to Section 284 of the SPA to complete an Involuntary Winding Up With Liquidator.

The basic terms proposed for the Agreement are as follows:

1. Purchaser: OpenForm Properties
2. Vendor: The Owners, Strata Plan VR456 (collectively the "Vendor" or the "Strata Corporation")
3. Property: The entire development as "Spruce West" comprising 6 residential units and common property, located in a single building, as currently further described as:
 

Strata Lots 1 – 6  
VR456, District Lot 526, New Westminster Land District, PID 004-046-471, 004-046-480, 004-046-498, 004-046-501, 004-046-510, 004-046-528

together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form 1

free and clear of all liens, charges and encumbrances at Closing, except those non-financial charges and recorded on titles to the Property as at the date hereof and tenancies of any strata lots that have not terminated as of Closing.

4. Purchase Price: \$4,350,000
5. Deposits: Subject to paragraph 10 of this Letter of Intent:
  - (a) Upon mutual execution of this letter, the Purchaser will deposit with the Purchaser's lawyer (being Terra Law in trust, the amount of \$75,000 (the "Deposit") which will be invested in an interest bearing trust account with any interest accruing to the Purchaser and will be fully refundable to the Purchaser if the Agreement is not entered into by the parties within the time provided herein;



- (b) Within 5 business days of the Purchaser giving notice to the Vendor that the First Purchaser's Condition (as defined in paragraph 7 of this LOI) has been waived or satisfied in accordance with the Agreement, the Deposit will be increased by the Purchaser an additional \$75,000 to \$150,000 and will be fully refundable to the Purchaser in the event that the Vendor's Second Condition (as defined in paragraph 7 of this LOI) is not satisfied or waived within the time provided herein;
- (c) Within 5 business days of the Vendor giving the Purchaser notice that the Vendor's Second Condition has been satisfied or waived in accordance with the Agreement, the Deposit will be increased by the Purchaser by an additional \$110,000 to \$261,000 and, except as set out in paragraph 11 of this LOI, will be fully refundable in the event that the Second Purchaser's Condition is not satisfied or waived; and

The Deposit and any accrued interest will be applied to the Purchase Price at the closing ("Closing") of the purchase and sale of the Property in accordance with the Agreement. If the Purchaser defaults at Closing, the Deposit and any accrued interest will be released to the Vendor as liquidated damages and its sole remedy.

6. Conditions Precedent:

- (a) First Vendor's Condition: The obligation of the Vendor to enter into the Agreement regarding the proposed sale of the Property to the Purchaser will be subject to satisfaction or written waiver by the Vendor of the following condition within thirty (30) days of mutual acceptance of this LOI: the holding of meeting(s) of the owners of the strata lots comprising the Property (the "Owners") to determine whether, in the sole discretion of the Administrator, there is sufficient support among the Owners to proceed with the holding of a general meeting of the Strata Corporation for the purposes of passing the Winding Up Resolutions (the "First Vendor's Condition");
- (b) First Purchaser's Condition: The obligation of the Purchaser to purchase the Property will be subject to satisfaction or written waiver by the Purchaser of the following condition(s) (collectively the "First Purchaser's Condition") within (21) Twenty-one days after the mutual execution of the Agreement:
  - (i) The Purchaser conducting, and being satisfied in its sole discretion with, the results of environmental and geotechnical investigations of the Property; and



- (ii) The Purchaser conducting, and being satisfied in its sole discretion with, a review of the physical condition of the existing structures on the Property.
- (c) **Vendor's Second Condition:** The obligations of the Purchaser and the Vendor to complete the purchase and sale of the Property will be subject to satisfaction of the following condition(s) (collectively, the "**Vendor's Second Condition**") within **TWO HUNDRED TEN (210)** days after the Purchaser having given the Administrator notice in writing of the waiver or satisfaction of the First Purchaser's Condition:

Either:

- (i) the Strata Corporation:
  - A. passing the resolutions required pursuant to the Winding Up Process, including to:
    - (1) appoint the Liquidator;
    - (2) approve the winding up of the Strata Corporation;
    - (3) approve the sale of the Property on the terms set out in the Agreement; and
    - (4) if required, approve use of funds from the contingency reserve fund and/or impose a special levy to pay costs of the Winding Up Process,

(collectively, the "**Winding Up Resolutions**"); and
  - B. obtaining from the BC Supreme Court an order pursuant to section 278.1(4) of the SPA to confirm the winding up of the Strata Corporation (collectively, the "**Winding Up Confirmation Order**");

OR

- (ii) in the event that the Strata Corporation fails to pass the Winding Up Resolutions and the Administrator notifies the Purchaser in writing (the "**Division 3 Notice**") within **THIRTY (30)** days of the date of the meeting at which the voting on such resolutions took place that the





Administrator intends to seek from the BC Supreme Court an order for the winding up of the Strata Corporation and the appointment of the Liquidator pursuant to section 284 of the Act (collectively the "**Division 3 Orders**"), the Administrator obtaining the Division 3 Orders.

The Administrator may, by written notice, extend the date for satisfaction of the Vendor's Second Condition from time to time, provided that the Vendor's Second Condition may not be extended by more than **ONE HUNDRED EIGHTY (180) days** after the original date for satisfaction of the Vendor's Second Condition.

(d) Vendor's Third and Fourth Conditions: The obligations of the Purchaser and the Vendor to complete the purchase and sale of the Property will be subject to satisfaction of the following condition(s):

(i) Within **SIXTY (60) days** after the Vendor having given the Purchaser written notification of the satisfaction or waiver of the Vendor's Second Condition, the Liquidator obtaining the court orders required pursuant to section 279(1) of the Act (collectively the "**Vesting Orders**"), including to vest title to the strata lots comprising the Property in the name of the Liquidator, effective on the Closing Date, (the "**Third Vendor's Condition**").

The Administrator may, by written notice, extend the date for satisfaction of the Third Vendor's Condition from time to time, provided that the Third Vendor's Condition may not be extended by more than **NINETY (90) days** after the original date for satisfaction of the Third Vendor's Condition.

and

(ii) The Liquidator obtaining a  $\frac{3}{4}$  vote resolution to approve the disposition of the Property and any other land and/or personal property in accordance with section 282 of the SPA (a "**Liquidator's Section 282 Resolution**") following the grant of the Vesting Orders, the approval of a Liquidator's Section 282 Resolution by the Owners (the "**Fourth Vendor's Condition**") within **THIRTY (30) days** of the Third Vendor's Condition being satisfied.



If the Second Vendor's Condition, the Third Vendor's Condition and, the Fourth Vendor's Condition are not satisfied within the times provided, the Agreement shall become null and void. In such an event, and subject to paragraph 10, the Deposit will be returned to the Purchaser immediately.

- (c) 100% Approval of 80% Vote Resolution: The parties acknowledge and agree that the procedures associated with the Second Vendor's Condition and Third Vendor's Condition are necessary to effect a sale of land within a strata plan where 80% or more, but less than 100%, of the owners of strata lots wish to appoint a liquidator to wind up the strata corporation and sell the land within the strata plan.

If, at any time, 100% of the Owners decide that they wish to have all the land within Strata Plan VR456 sold pursuant to the terms of the Agreement, then at the option of the Administrator, the Liquidation Process will be suspended or will not be used to complete the sale and purchase of the Property and, instead, the Purchaser, as purchaser, will enter into a new or amended Agreement with all such Owners, as vendors, with such changes to the Agreement as may be required to provide that the Owners will be the vendors thereunder, to delete the Second Vendor's Condition and Third Vendor's Condition and to provide that, to the extent the Deposit payments contemplated in Section 5(b) have not already been paid, they will be payable on the later of the date on which the Purchaser's Conditions are satisfied or waived by the Purchaser and the date which is three (3) business days after the execution and delivery of the new or amended Agreement by the Purchaser and all the Owners.

Provided that, if the new or amended Agreement is not executed and delivered by all of the Owners within thirty (30) days after the date on which the Strata Corporation has advised the Purchaser that all of the Owners have agreed to sell their strata lots to the Purchaser, then the Liquidation Process will be resumed.

7. Communications: The Purchaser acknowledges that all communications with the Vendor regarding the subject matter of this LOI shall, as long as the Administrator's appointment continues, take place only through the Administrator or Goodman, unless otherwise directed by the Administrator in writing.
8. Return of Vendor's Materials: All copies of the Vendor's Materials will be returned to the Vendor or destroyed if the Agreement is not executed within the time provided.

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PROPERTIES

9. Closing: The Closing will occur on a date to be agreed between the parties, not later than **ONE HUNDRED TWENTY (120)** days after satisfaction of the Vendor's Fourth Condition.
10. Costs: The Purchaser acknowledges that the Vendor will need to incur significant costs to complete the sale of the Property to the Purchaser with the assistance of the Liquidator (the "**Vendor's Completion Costs**").

Within 5 business days of the satisfaction of the Third Vendor's Condition and the Fourth Vendor's Condition, in accordance with the Agreement, the Purchaser will assist the Vendor in paying such Vendor's Completion Costs by providing all necessary instructions to the Purchaser's solicitor to release from the Deposit up to **\$35,000.00** in aggregate, to pay the Vendor's Completion Costs, including legal and Liquidator's fees as incurred. Notwithstanding paragraph 5 and 7 of this LOI, all such funds released from the Deposit will be non-refundable, ~~even in the event that the Second Purchaser's Condition is not satisfied.~~

*je*

Otherwise, the Purchaser and the Vendor will each bear their own expenses in connection with this Letter of Intent and the purchase and sale of the Property.

11. Confidentiality: Except as contemplated in paragraph 12(b) or as otherwise may be necessary to disclose to the BC Supreme Court to satisfy the Vendor's Second Condition and the Third Vendor's Condition, all negotiations regarding the Property will be confidential and will not be disclosed to anyone other than the Owners, and the respective advisors and internal staff of the parties and necessary third parties, such as lenders approached for financing.
12. Next Steps: Upon execution of this Letter of Intent:
- (a) Each of the Purchaser and the Vendor will act honestly, diligently and in good faith in their respective endeavors to negotiate, settle and execute the Agreement within **Fourteen Days (14)** days following the waiver or satisfaction of the First Vendor's Condition. The Purchaser acknowledges that, given the nature of the Vendor as a strata corporation established under the SPA, the Agreement will contain very few of the representations and warranties contained in a typical agreement of purchase and sale;
- (b) The Vendor will:
- (i) call a meeting of the Owners pursuant to paragraph 6(a) of this LOI;
- (ii) take such other steps as the Administrator deems necessary to:

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PROPERTIES

- A. inform the Owners of the transaction contemplated herein, and to ascertain the level of support to proceed;
  - B. identify issues which should be addressed in the Agreement; and
  - C. keep the Purchaser informed as to the foregoing; and
- (c) The Purchaser will diligently pursue satisfaction of the Purchaser's First and Second Conditions.

13. Assignment: The Vendor and the Purchaser agree that:

- (a) this letter of intent must not be assigned without the written consent of the Vendor (except for assignment to an affiliate of the Purchaser); and
- (b) the Vendor is entitled to any profit resulting from an assignment of this letter of intent by the Purchaser or any subsequent assignee. No assignment will release the Purchaser from its obligations hereunder.

Notwithstanding the foregoing in this paragraph 14, the Purchaser shall have the right to assign this LOI / the Agreement to a company that is an affiliate of the Purchaser, and which the Purchaser or an affiliate of the Purchaser is no less than a 50% owner of the issued and outstanding shares thereof (with Affiliate having the meaning ascribed to it in the Business Corporation Act (British Columbia)) or other affiliated entity of the Purchaser, provided that notice of such assignment is provided to the Vendor within a reasonable period of time prior to application to approve the Vesting Order so that such assignment may be incorporated therein, and upon such assignment being made it is understood and agreed that the Purchaser shall not be relieved of any and all covenants, obligations and/or liabilities herein contained and the Vendor agrees to complete the transaction herein with the said assignee as if the assignee were the original named Purchaser. In the event that the Purchaser assigns this LOI/the Agreement as permitted by this paragraph 14, the Purchaser will forthwith provide notice in writing to the Administrator and, if appointed, the Liquidator.

14. Not a Binding Agreement: This LOI (except paragraphs 9, 11, 13, and 14 hereof) does not create a binding contract and will not be enforceable. Only the definitive Agreement, duly executed and delivered by the Vendor and the Purchaser, will be enforceable.

# OpenForm<sup>™</sup>

PROPERTIES

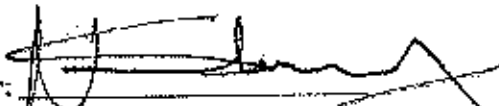
15. As is: The Purchaser will acquire the Property on the Closing Date in "as-is" condition, as of the date of satisfaction or written waiver of the Purchaser's Conditions.
16. No Warranties: The Purchaser has relied solely upon its own due diligence examinations and inquiries and acknowledges that the Vendor has made no warranty or representation with respect to the state or condition of the Property upon which the Purchaser has relied.
17. Occupancies after Closing: Any Strata Lot owner who executed and delivers to the Purchaser, on or before the Closing Date, an owners' agreement (the "Owner's Agreement") in the form to be attached to the Agreement may, following the Closing Date, continue to remain in possession of the dwelling unit consisting of the Strata Lot which was owned by such owner prior to the cancellation of the Strata Plan rent free (but such owner will be responsible for utilities), until no later than the date (the "Delayed Possession Date") which is four (4) months following the Closing Date, and, subject to the following paragraph, the Purchaser will have vacant possession of such Strata Lot from and after the Delayed Possession Date. For greater certainty, any Strata Lot owner who does not execute and deliver to the Purchaser an Owner's Agreement on or before the Closing Date will be required to vacate the Property on or before the Closing Date.
18. Agency Disclosure:
  - (a) The Purchaser hereby acknowledges that **Goodman** represented by Mark Goodman PREC, and Cynthia Jagger PREC, (collectively the "**Designated Agents**") have an agency agreement to represent the Vendor as a client in respect of the transaction contemplated herein; and the Purchaser hereby further acknowledges and confirms that **Goodman** and the Designated Agents have no agency relationship with the Purchaser and thereby confirms that they are an Unrepresented Party in accordance with the *Real Estate Services Act* of British Columbia.
19. Sales Commissions: The Vendor will be solely responsible for payment of a sales commission to Goodman in connection herewith.



20. Acceptance: If the Strata Corporation is agreeable to the foregoing terms, please sign and return a duplicate copy of this Letter of Intent by no later than by 5:00 p.m. August 16th, 2020. An electronically transmitted copy is acceptable.


Yours truly,

OpenForm Properties Ltd

Per: 

The above terms are accepted this 05 day of August, 2020.

**THE OWNERS, STRATA PLAN VR456**

Per:  **J. Garth Cambrey** 08/06/2020  
08/06/2020 09:35:04 AM PDT  
Garth Cambrey, Administrator

This is Exhibit "GG" referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June 24, 2021



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**SPECIAL GENERAL MEETING****THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST**

**DATE HELD:** Wednesday, September 2, 2020  
**LOCATION:** Underground Parking Garage, 1318 West 13<sup>th</sup> Ave., Vancouver, BC  
**CALL TO ORDER:** 7:00 PM

---

**Owners in Attendance:** Agnes Mui, 101 and 201  
Peter Tovbis, 301  
Michelle Mok and Dr. James Mok, 401  
Tracey MacLennan and Suzanne Foster, Executors, 501  
Dan Sonnenschein, 601

**Guests:** Paul Mendes, Lesperance Mendes  
Dixon Sunthoram, Lesperance Mendes  
Cynthia Jagger, Goodman Commercial Inc.  
Mark Goodman, Goodman Commercial Inc.

**Also in Attendance:** J. Garth Cambrey, Court Appointed Administrator

**1. CALL TO ORDER**

The Court Appointed Administrator, Mr. Garth Cambrey, called the meeting to order at 7:00 p.m. Mr. Cambrey introduced the guests present.

**2. CERTIFICATION OF PROXIES**

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total representation of six (6) votes. Mr. Cambrey advised that voting cards were not distributed due to COVID-19 concerns, but that they were available if requested or needed.

**3. DETERMINATION OF QUORUM**

Mr. Cambrey advised that the quorum of two (2) votes had been met and he declared that the meeting was competent to proceed with business.

**4. ELECTION OF PERSON TO CHAIR THE MEETING**

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 BC Supreme Court Order.



#### **5. PROOF OF NOTICE OF MEETING**

Owners were advised that Notice of the Special General Meeting was distributed on August 13, 2020 in accordance with the bylaws and the *Strata Property Act*.

It was **MOVED AND SECONDED (601/501)**

That Proof of Notice of the Meeting be accepted.

A vote was taken by a show of hands and the resolution to accept proof of notice of the meeting was declared

**CARRIED (5 votes in favour, 401 abstained)**

#### **6. APPROVAL OF AGENDA**

Mr. Cambrey declared the Agenda distributed with the Notice of Meeting be approved as circulated.

#### **7. APPROVAL OF THE PREVIOUS MINUTES**

It was **MOVED AND SECONDED (601/201)** that the previous Annual General Meeting minutes of July 13, 2020 be approved as distributed.

Dr. Mok requested clarification on the discussion about “variances” under heading 12 about the approving the budget on page 9 of the minutes. Tracey MacLennan offered an explanation as she originally raised the concern. Ms. MacLennan explained she had two items of concern about the treasurer funding professional services without the knowledge of all strata council members. Those relate to the:

- a. April 2018 fire stopping repairs in the exit stairways, and
- b. 2019 procurement of Clark Wilson LLP.

Dr. Mok also wondered what came of the discussion on the strata corporation retaining legal counsel independent of the Administrator, as detailed on page 9 of the minutes under heading 13.

Mr. Cambrey explained that it is open to the strata corporation to retain legal counsel as was reflected in the minutes. In response to Dr. Mok’s question on what assistance Mr. Cambrey had provided in retaining independent legal counsel, Mr. Cambrey advised he had not taken any steps because he was not instructed to do so. However, he remained open to assist the strata corporation if there was interest for it to retain separate legal counsel.

Following discussion, Mr. Cambrey asked owners to indicate their interest in the strata corporation retaining separate legal counsel. Only 401 expressed an interest.

A vote was taken by a show of hands and the resolution to approve the previous minutes was declared

**CARRIED (5 votes in favour, 401 abstained)**

**8. UNFINISHED BUSINESS**

There was no unfinished business that was not included on the agenda.

**9. NEW BUSINESS**

**a. Winding up Instructions – Majority Vote Resolution**

It was **MOVED AND SECONDED (301/601)**

**WHEREAS** the British Columbia Supreme Court made an order under s. 174 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") on April 17, 2020, appointing Garth Cambrey as the administrator of The Owners, Strata Plan VR 456 (the "Order").

**AND WHEREAS** under the terms of the Order, the administrator must exercise the powers and perform all the duties of the strata corporation and its strata council, subject to the requirements of the Act.

**AND WHEREAS** the Order also authorizes the administrator to take all reasonable and necessary steps to investigate and complete a voluntary winding up of the strata corporation with a liquidator under Part 16, Division 2 of the Act.

**AND WHEREAS** the administrator entered into a listing agreement Goodman Commercial Inc. on July 9, 2020, to market and sell the strata corporation lands and building (the "Property").

**AND WHEREAS** OpenForm Properties Ltd. (OpenForm) has offered to purchase the Property for \$4,350,000 subject to certain terms and conditions set out in a Letter of Intent signed by the administrator and OpenForm on August 7, 2020 (the "L.O.I.").

**AND WHEREAS** the L.O.I. requires the strata corporation to convene a special general meeting within 30 days, and no later than September 4, 2020, to determine whether, in the sole discretion of the administrator, there is sufficient support among the owners to proceed with a general meeting to approve the winding up of the strata corporation on the terms set out in the L.O.I.

**AND WHEREAS** the administrator has the discretion to apply to the Court for directions or an order to investigate and oversee a voluntary or Court ordered windup of the strata corporation.

**AND WHEREAS**, under s. 27 of the Act, a strata corporation may direct or restrict the Council in its exercise of powers and performance of duties by a resolution passed by a majority vote at an annual or special general.

**BE IT RESOLVED** by a **MAJORITY VOTE** of **THE OWNERS, STRATA PLAN VR 456** (the "Strata Corporation") that the Strata Corporation be directed to authorize the administrator to proceed with the voluntary winding up of the Strata Corporation under the terms and conditions set out in the L.O.I. and subject to the provisions of the *Strata Property Act*.

#### **END OF RESOLUTION**

#### **Explanatory Notes:**

This resolution authorizes the administrator to proceed to wind up the strata corporation based on the terms and conditions set out in the attached L.O.I. If the owners approve this resolution, the administrator will:

1. cause the strata to enter into a definitive agreement of purchase and sale based on the terms set out in the L.O.I.,
2. retain a liquidator,
3. convene a special general meeting to appoint a liquidator and approve the winding up of the strata, and
4. apply to the B.C. Supreme Court on the strata corporation's behalf to confirm the winding up of the strata corporation.

Following a brief discussion on the proposed resolution, Mr. Cambrey turned the meeting over to Mark Goodman and Cynthia Jagger to review the process they followed in marketing the property and obtaining the Letter of Intent from OpenForm.

Mr. Goodman explained the marketing process that included creating a website, a social media program on Facebook for Business and LinkedIn, contacting Goodman Commercial Inc.'s client list, and mailing an information brochure created for the property.

The responses generated were pleasantly surprising and resulted in about 30 confidentially agreements being signed allowing interested parties to obtain pertinent documents. The challenges of the pending building repairs and City of Vancouver Work Order for the exit stairways resulted in several verbal offers ranging

from low \$2,000,000 to low \$3,000,000. There were 5 legitimate interested parties and 2 letters of intent were offered and considered.

Mr. Goodman provided a handout for owners that included further details on the 5 offers and explained how negotiations with 2 parties resulted in the signed letter of intent with OpenForm that is now being considered.

Mr. Goodman felt it was a very competitive process where the market established the property value. He advised that arrangements were made for the buyer's representatives to inspect the property with representatives from 3 engineering firms.

Owners were advised of the next steps in the process that included negotiating a Purchase and Sale agreement incorporating the terms of the letter of intent, removing subjects and increasing the buyer's deposit to \$260,000. Also, that the court process to windup the strata was a long process.

It was noted that the strata corporation remains responsible for the repair and maintenance of common property and assets until the transfer of the property to the purchaser has completed.

There was also discussion concerning the property's RM3 zoning as it might apply to redevelopment of the property.

Following discussion on the valuation methods used to determine the listing price, Ms. Mok suggested that the property value was closer to \$6,000,000. Mr. Goodman and Ms. Jagger disagreed stating the market value was established through the marketing process and is lower than \$6,000,000 because of the required repairs to a building that is failing. It was also noted that the City of Vancouver Work Order must continue.

Discussion followed about the requirements of the buyer that included completing its due diligence, likely retaining engineers and other professionals, and arranging financing. Based on the dates established in the letter of intent it was noted that the sale could complete between November 2021 and August 2022, but that shorter completion date could be achieved if all 6 strata lots were sold to the buyer. Mr. Goodman advised that buyer is open to purchasing all strata lots, which would not require the strata corporation to be wound up.

Under the court process, an 80% vote is required to appoint a liquidator to wind up the strata corporation. Concerns were expressed that the strata corporation would remain responsible for the building repairs during that process, which could be up to 2 years. The matter of required building repairs to make 501 habitable was also

discussed.

There was also discussion about the process involved if the proposed resolution giving direction to wind up the strata corporation failed. It was suggested the options included applying for a court-ordered wind up, arranging for sale of 100% of the strata lots to a buyer, or repairing the building envelope.

Following discussion on what would be required to pursue a 100% sale of the strata lots, including amendments to the Administrator mandate (which could be achieved by consent); a straw vote was taken on whether owners would be in favour of pursuing a 100% sale of the strata lots. Based on estimates relating to costs associated with a windup provided by the Administrator, it is estimated owners could save in excess of \$40,000 per strata lot in legal and liquidator costs plus a significant amount of time through a 100% sale.

The results of the straw vote were that 401 was not in favour of a 100% sale at this time. Following discussion about keeping the 100% sale option open,

It was **MOVED AND SECONDED (601/501)**

That the majority vote be amended by adding the following wording to the resolution:

“and that the strata corporation reserves the right to authorize the Administrator to pursue a private sale of all six (6) strata lots, under a single agreement, at a future date.”

A vote was taken by a show of hands and the amendment to the majority vote resolution was declared

**CARRIED (5 votes in favour, 401 abstained)**

A vote was taken by a show of hands and the amended majority vote resolution to provide instructions to the Administrator was declared

**CARRIED (5 votes in favour, 401 abstained)**

**b. Petitioners' Reasonable Legal Fees – ¾ Vote Resolution**

A motion was made by 501 to consider the ¾ Vote Resolution but it was not seconded. Mr. Cambrey advised the resolution could not be discussed unless the motion was seconded. He also noted that considering the proposed resolution provides an opportunity for owners to agree to a reduced amount of legal fees, if there is unanimous agreement.

It was then **MOVED AND SECONDED (501/401)**

**WHEREAS:**

The Administrator for the Owners, Strata Plan VR 456 (“Strata Corporation”) is required to call a meeting of the owners pursuant to paragraph 4 of the BC Supreme Court Consent Order dated April 17, 2020 (“Consent Order”) to consider a resolution to reimburse the Petitioners named in Supreme Court Action #NEW-S-S-22743, New Westminster Registry their reasonable legal costs in the Court proceedings leading to the Consent Order;

**AND WHEREAS:**

The Administrator has recently received correspondence from the Petitioners’ legal counsel stating that the Petitioners’ reasonable legal fees amount to \$20,000;

**BE IT RESOLVED**

By a ¾ vote of the Strata Corporation, that a special levy in the aggregate amount of Twenty Thousand Dollars (\$20,000.00) be assessed against Strata Lots 1 through 6 (inclusive) for the purpose of paying the reasonable legal costs of the Petitioner in the legal proceedings leading up to and resulting in the Consent Order. Such special levy shall be due immediately but may be paid, for convenience purposes only, on October 1, 2020 as set out in Schedule “A” below.

**SCHEDULE "A"**

**THE OWNERS, STRATA PLAN VR 456 - Spruce West**

**SPECIAL LEVY SCHEDULE**

Petitioners' Legal Costs

TOTAL SPECIAL LEVY		\$20,000.00
TOTAL UNIT ENTITLEMENT	5,738	
TOTAL SPECIAL LEVY / UNIT ENTITLEMENT		\$3.48554

STRATA LOT	SUITE	UNIT ENTITLEMENT	TOTAL SPECIAL LEVY
1	101	984	\$3,429.76
2	201	977	3,405.37
3	301	977	3,405.37
4	401	977	3,405.37
5	501	977	3,405.37
6	601	846	2,948.76
<b>TOTAL</b>	<b>TOTAL</b>	<b>5,738</b>	<b>\$20,000.00</b>

Mr. Cambrey asked Ms. MacLennan if the petitioners were open to accepting an amount less than set out in the resolution and was advised that \$14,000 would be acceptable. The remaining owners did not agree with the revised amount and Mr. Mendes advised that there is no doubt the petitioners will get some costs.

It was then **MOVED AND SECONDED (601/501)**

That the  $\frac{3}{4}$  Vote Resolution be amended to an amount of \$14,000.

Following discussion, Mr. Mendes advised the court awards costs based on a tariff. Considering the court order issued was by consent, he suggested the tariff might result in a \$10,000 amount.

It was then **MOVED AND SECONDED (601/501)**

That the amendment to the  $\frac{3}{4}$  Vote Resolution be amended to reflect an amount of \$10,000.

Following discussion on legal fees paid by other owners who supported the consent order, a vote was taken by a show of hands and the amendment to the amendment was declared

**DEFEATED (2 in favour (601 and 501), 4 opposed (401, 301, 201 and 101))**

Following further discussion, a vote was taken by a show of hands on the amendment to the  $\frac{3}{4}$  Vote Resolution and it was declared

**DEFEATED (2 in favour (601 and 501), 4 opposed (401, 301, 201 and 101))**

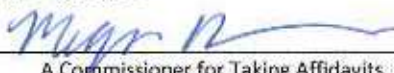
A vote was taken by a show of hands on the original  $\frac{3}{4}$  Vote Resolution and it was declared

**DEFEATED (2 in favour (601 and 501), 4 opposed (401, 301, 201 and 101))**

## **10. ADJOURNMENT**

There being no further business, owners were thanked for their attendance and the meeting was terminated at 9:46 p.m.

This is Exhibit "HH" referred to in the affidavit  
of , Garth Cambrey affirmed before me on  
June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567



## LETTER OF INTENT

September 21, 2020

To: The Owners, Strata Plan VR456 (the "Strata Corporation") c/o Goodman Commercial Inc. ("Goodman") #560-2608 Granville Street, Vancouver, BC, V6H 3V3

Attention: Mark Goodman Personal Real Estate Corporation and  
Cynthia Jagger Personal Real Estate Corporation

RE: 1089 West 13th Avenue, Vancouver, B.C., (the "Property")

The following sets out the basic terms upon which we, Butterscotch Holdings Inc. (the "Purchaser") would be prepared to purchase the Property. The terms are not comprehensive and we expect that additional terms will be incorporated into a formal agreement (the "Agreement") to be negotiated. In making this offer, we acknowledge your information to us that:

- The Strata Corporation is a strata corporation established under the *Strata Property Act* (the "SPA"), represented by its administrator (the "Administrator"), Garth Cambrey, pursuant to an order of the B.C. Supreme Court, dated April 17, 2020 (collectively the "Administrator Order") in the matter of *MacLennan and others, v. The Owners, Strata Plan VR456*, BCSC New Westminster Registry No. S222743, who may contractually bind the Strata Corporation in accordance with authority granted to the Administrator pursuant to the Administrator Order. More specifically, pursuant to the Administrator Order, the Administrator has the power to cause the Strata Corporation to execute this LOI, and negotiate and enter into the Agreement with the Purchaser, provided that certain decisions of the Administrator are conditional upon obtaining the approvals required under the SPA.
- The Administrator Order authorizes the Administrator to proceed with the proposed transaction by way of the process described in Part 16, Division 2 of the SPA, being a "Voluntary Winding Up With Liquidator". Alternatively, the Administrator may apply to the BC Supreme Court to amend the Administrator Order to allow the Administrator to proceed under Part 16, Division 3 of the SPA, being an "Involuntary Winding Up With Liquidator" (either being, the "Winding Up Process").
- The Winding Up Process will not be formally commenced unless either of the following occurs:
  1. the Winding Up Resolutions (as defined in paragraph 6(c)(i)A of this LOI) are approved at a special general meeting of the Strata Corporation; or

2. the Winding Up Resolutions are not approved, but the Administrator elects to make, and succeeds with, an application to BC Supreme Court to seek a Court Order pursuant to Section 284 of the SPA to complete an Involuntary Winding Up With Liquidator.

The basic terms proposed for the Agreement are as follows:

1. Purchaser: Butterscotch Holdings Inc.
2. Vendor: The Owners, Strata Plan VR456 (collectively the "Vendor" or the "Strata Corporation")
3. Property: The entire development as "Spruce West" comprising 6 residential units and common property, located in a single building, as currently further described as:
 

Strata Lots 1 – 6  
VR456, District Lot 526, New Westminster Land District, PID 004-046-471, 004-046-480, 004-046-498, 004-046-501, 004-046-510, 004-046-528

together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form 1

free and clear of all liens, charges and encumbrances at Closing, except those non-financial charges and recorded on titles to the Property as at the date hereof and tenancies of any strata lots that have not terminated as of Closing.

4. Purchase Price: \$3,900,000
5. Deposits: Subject to paragraph 10 of this Letter of Intent:
  - (a) Within 2 business days of mutual execution of this letter, the Purchaser will deposit with the Purchaser's lawyer (being Madaisky & Company) in trust, the amount of \$100,000 (the "Deposit") which will be invested in an interest bearing trust account with any interest accruing to the Purchaser and will be fully refundable to the Purchaser if the Agreement is not entered into by the parties within the time provided herein;
  - (b) Within 5 business days of the Purchaser giving notice to the Vendor that the First Purchaser's Condition (as defined in paragraph 6 of this LOI) has been waived or satisfied in accordance with the Agreement, the Deposit will be increased by the Purchaser an additional \$100,000 to total \$200,000 and will be fully refundable to

the Purchaser in the event that the Vendor's Second Condition (as defined in paragraph 6 of this LOI) is not satisfied or waived within the time provided herein;

- (c) Within 5 business days of the Vendor giving the Purchaser notice that the Vendor's Second Condition has been satisfied or waived in accordance with the Agreement, the Deposit will be increased by the Purchaser by an additional \$100,000 to total \$300,000 and, except as set out in paragraph 11 of this LOI, will be fully refundable in the event that the Second Purchaser's Condition is not satisfied or waived; and

The Deposit and any accrued interest will be applied to the Purchase Price at the closing ("Closing") of the purchase and sale of the Property in accordance with the Agreement. If the Purchaser defaults at Closing, the Deposit and any accrued interest will be released to the Vendor as liquidated damages and its sole remedy.

6. Conditions Precedent:

- (a) First Vendor's Condition: The obligation of the Vendor to enter into the Agreement regarding the proposed sale of the Property to the Purchaser will be subject to satisfaction or written waiver by the Vendor of the following condition within thirty (30) days of mutual acceptance of this LOI: consultation by the Administrator with the owners of the strata lots comprising the Property (the "Owners") to determine whether, in the sole discretion of the Administrator, there is sufficient support among the Owners to proceed with the holding of a general meeting of the Strata Corporation for the purposes of passing the Winding Up Resolutions (the "**First Vendor's Condition**");
- (b) First Purchaser's Condition: The obligation of the Purchaser to purchase the Property will be subject to satisfaction or written waiver by the Purchaser of the following condition(s) (collectively the "**First Purchaser's Condition**") within ten (10) days after the mutual execution of the Agreement:
- (11) The Purchaser conducting, and being satisfied in its sole discretion with, the results of environmental and geotechnical investigations of the Property; and
- (12) The Purchaser conducting, and being satisfied in its sole discretion with, a review of the physical condition of the existing structures on the Property.
- (c) Vendor's Second Condition: The obligations of the Purchaser and the Vendor to complete the purchase and sale of the Property will be subject to satisfaction of the following condition(s) (collectively, the "**Vendor's Second Condition**") within **TWO HUNDRED TEN (210)** days after the Purchaser having given the

AS

Administrator notice in writing of the waiver or satisfaction of the First Purchaser's Condition:

Either:

- (i) the Strata Corporation:
  - A. passing the resolutions required pursuant to the Winding Up Process, including to:
    - (1) appoint the Liquidator;
    - (2) approve the winding up of the Strata Corporation;
    - (3) approve the sale of the Property on the terms set out in the Agreement; and
    - (4) if required, approve use of funds from the contingency reserve fund and/or impose a special levy to pay costs of the Winding Up Process,

(collectively, the "**Winding Up Resolutions**"); and
  - B. obtaining from the BC Supreme Court an order pursuant to section 278.1(4) of the SPA to confirm the winding up of the Strata Corporation (collectively, the "**Winding Up Confirmation Order**");

OR

- (ii) in the event that the Strata Corporation fails to pass the Winding Up Resolutions and the Administrator notifies the Purchaser in writing (the "**Division 3 Notice**") within **THIRTY (30)** days of the date of the meeting at which the voting on such resolutions took place that the Administrator intends to seek from the BC Supreme Court an order for the winding up of the Strata Corporation and the appointment of the Liquidator pursuant to section 284 of the Act (collectively the "**Division 3 Orders**"), the Administrator obtaining the Division 3 Orders.

The Administrator may, by written notice, extend the date for satisfaction of the Vendor's Second Condition from time to time, provided that the Vendor's Second Condition may not be extended by more than **ONE HUNDRED EIGHTY (180)** days after the original date for satisfaction of the Vendor's Second Condition.

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(d) Vendor's Third and Fourth Conditions: The obligations of the Purchaser and the Vendor to complete the purchase and sale of the Property will be subject to satisfaction of the following condition(s):

- (i) Within **SIXTY (60) days** after the Vendor having given the Purchaser written notification of the satisfaction or waiver of the Vendor's Second Condition, the Liquidator obtaining the court orders required pursuant to section 279(1) of the Act (collectively the "**Vesting Orders**"), including to vest title to the strata lots comprising the Property in the name of the Liquidator, effective on the Closing Date,

(the "**Third Vendor's Condition**").

The Administrator may, by written notice, extend the date for satisfaction of the Third Vendor's Condition from time to time, provided that the Third Vendor's Condition may not be extended by more than **NINETY (90) days** after the original date for satisfaction of the Third Vendor's Condition.

and

- (ii) The Liquidator obtaining a  $\frac{3}{4}$  vote resolution to approve the disposition of the Property and any other land and/or personal property in accordance with section 282 of the SPA (a "**Liquidator's Section 282 Resolution**") following the grant of the Vesting Orders, the approval of a Liquidator's Section 282 Resolution by the Owners (the "**Fourth Vendor's Condition**") within **THIRTY (30) days** of the Third Vendor's Condition being satisfied.

If the Second Vendor's Condition, the Third Vendor's Condition and, the Fourth Vendor's Condition are not satisfied within the times provided, the Agreement shall become null and void. In such an event, and subject to paragraph 10, the Deposit will be returned to the Purchaser immediately.

(e) 100% Approval of 80% Vote Resolution: The parties acknowledge and agree that the procedures associated with the Second Vendor's Condition and Third Vendor's Condition are necessary to effect a sale of land within a strata plan where 80% or more, but less than 100%, of the owners of strata lots wish to appoint a liquidator to wind up the strata corporation and sell the land within the strata plan.

If, at any time, 100% of the Owners decide that they wish to have all the land within Strata Plan VR456 sold pursuant to the terms of the Agreement, then at the option of the Administrator, the Liquidation Process will be suspended or will not be used to complete the sale and purchase of the Property and, instead, the Purchaser, as purchaser, will enter into a new or amended Agreement with all such Owners, as vendors, with such changes to the Agreement as may be required to provide that the Owners will be the vendors thereunder, to delete the Second

Vendor's Condition and Third Vendor's Condition and to provide that, to the extent the Deposit payments contemplated in Section 5(b) have not already been paid, they will be payable on the later of the date on which the Purchaser's Conditions are satisfied or waived by the Purchaser and the date which is three (3) business days after the execution and delivery of the new or amended Agreement by the Purchaser and all the Owners.

Provided that, if the new or amended Agreement is not executed and delivered by all of the Owners within thirty (30) days after the date on which the Strata Corporation has advised the Purchaser that all of the Owners have agreed to sell their strata lots to the Purchaser, then the Liquidation Process will be resumed.

7. Communications: The Purchaser acknowledges that all communications with the Vendor regarding the subject matter of this LOI shall, as long as the Administrator's appointment continues, take place only through the Administrator or Goodman, unless otherwise directed by the Administrator in writing.
8. Return of Vendor's Materials: All copies of the Vendor's Materials will be returned to the Vendor or destroyed if the Agreement is not executed within the time provided.
9. Closing: The Closing will occur on a date to be agreed between the parties, not later than **ONE HUNDRED TWENTY (120)** days after satisfaction of the Vendor's Fourth Condition.
10. Costs: The Purchaser acknowledges that the Vendor will need to incur significant costs to complete the sale of the Property to the Purchaser with the assistance of the Liquidator (the "**Vendor's Completion Costs**").

Within 5 business days of the satisfaction of the Third Vendor's Condition and the Fourth Vendor's Condition, in accordance with the Agreement, the Purchaser will assist the Vendor in paying such Vendor's Completion Costs by providing all necessary instructions to the Purchaser's solicitor to release from the Deposit up to **\$35,000.00** in aggregate, to pay the Vendor's Completion Costs, including legal and Liquidator's fees as incurred. Notwithstanding paragraph 5 and 7 of this LOI, all such funds released from the Deposit will be non-refundable.

Otherwise, the Purchaser and the Vendor will each bear their own expenses in connection with this Letter of Intent and the purchase and sale of the Property.

11. Confidentiality: Except as contemplated in paragraph 12(b) or as otherwise may be necessary to disclose to the BC Supreme Court to satisfy the Vendor's Second Condition and the Third Vendor's Condition, all negotiations regarding the Property will be confidential and will not be disclosed to anyone other than the Owners, and the respective advisors and internal staff of the parties and necessary third parties, such as lenders approached for financing.

RS

12. Next Steps: Upon execution of this Letter of Intent:

- (a) Each of the Purchaser and the Vendor will act honestly, diligently and in good faith in their respective endeavors to negotiate, settle and execute the Agreement within **Fourteen (14) days** following the waiver or satisfaction of the First Vendor's Condition. The Purchaser acknowledges that, given the nature of the Vendor as a strata corporation established under the SPA, the Agreement will contain very few of the representations and warranties contained in a typical agreement of purchase and sale;
- (b) The Vendor will:
  - (i) call a meeting of the Owners pursuant to paragraph 6(a) of this LOI;
  - (ii) take such other steps as the Administrator deems necessary to:
    - A. inform the Owners of the transaction contemplated herein, and to ascertain the level of support to proceed;
    - B. identify issues which should be addressed in the Agreement; and
    - C. keep the Purchaser informed as to the foregoing; and
- (c) The Purchaser will diligently pursue satisfaction of the Purchaser's First and Second Conditions.

13. Assignment: The Vendor and the Purchaser agree that:

- (a) this letter of intent must not be assigned without the written consent of the Vendor (except for assignment to an affiliate of the Purchaser); and
- (b) the Vendor is entitled to any profit resulting from an assignment of this letter of intent by the Purchaser or any subsequent assignee. No assignment will release the Purchaser from its obligations hereunder.

Notwithstanding the foregoing in this paragraph 14, the Purchaser shall have the right to assign this LOI / the Agreement to a company that is an affiliate of the Purchaser, and which the Purchaser or an affiliate of the Purchaser is no less than a 50% owner of the issued and outstanding shares thereof (with Affiliate having the meaning ascribed to it in the Business Corporation Act (British Columbia)) or other affiliated entity of the Purchaser, provided that notice of such assignment is provided to the Vendor within a reasonable period of time prior to application to approve the Vesting Order so that such assignment may be incorporated therein, and upon such assignment being made it is understood and agreed that the Purchaser shall not be relieved of any and all covenants, obligations and/or liabilities herein contained and the Vendor agrees to complete the transaction herein with the said assignee as if the assignee were the original named

AS

Purchaser: In the event that the Purchaser assigns this LOI/the Agreement as permitted by this paragraph 13, the Purchaser will forthwith provide notice in writing to the Administrator and, if appointed, the Liquidator.

14. Not a Binding Agreement: This LOI (except paragraphs 5 (a), 11, 12, 13, 14 hereof) does not create a binding contract and will not be enforceable. Only the definitive Agreement, duly executed and delivered by the Vendor and the Purchaser, will be enforceable.
15. As is: The Purchaser will acquire the Property on the Closing Date in "as-is" condition, as of the date of satisfaction or written waiver of the Purchaser's Conditions.
16. No Warranties: The Purchaser has relied solely upon its own due diligence examinations and inquiries and acknowledges that the Vendor has made no warranty or representation with respect to the state or condition of the Property upon which the Purchaser has relied.
17. Occupancies after Closing: Any Strata Lot owner who executed and delivers to the Purchaser, on or before the Closing Date, an owners' agreement (the "Owner's Agreement") in the form to be attached to the Agreement may, following the Closing Date, continue to remain in possession of the dwelling unit consisting of the Strata Lot which was owned by such owner prior to the cancellation of the Strata Plan rent free (but such owner will be responsible for utilities), until no later than the date (the "Delayed Possession Date") which is four (4) months following the Closing Date, and, subject to the following paragraph, the Purchaser will have vacant possession of such Strata Lot from and after the Delayed Possession Date. For greater certainty, any Strata Lot owner who does not execute and deliver to the Purchaser an Owner's Agreement on or before the Closing Date will be required to vacate the Property on or before the Closing Date.
18. Agency Disclosure:
  - (a) The Purchaser hereby acknowledges that Goodman represented by Mark Goodman PREC, and Cynthia Jagger PREC (collectively the "Designated Agents") have an agency agreement to represent the Vendor as a client in respect of the transaction contemplated herein; and the Purchaser hereby further acknowledges and confirms that Goodman and the Designated Agents have no agency relationship with the Purchaser and thereby confirms that they are an Unrepresented Party in accordance with the *Real Estate Services Act* of British Columbia.
19. Sales Commissions: The Vendor will be solely responsible for payment of a sales commission to Goodman in connection herewith.



- 20. Acceptance: If the Strata Corporation is agreeable to the foregoing terms, please sign and return a duplicate copy of this Letter of Intent by no later than by 5:00 p.m. ~~August~~ *September* 25th, 2020. An electronically transmitted copy is acceptable.

Yours truly,

Butterscotch Holdings Inc.

Per:  \_\_\_\_\_

The above terms are accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**THE OWNERS, STRATA PLAN VR456**

Per: \_\_\_\_\_  
Garth Cambrey, Administrator

This is **Exhibit "II"** referred to in the affidavit

of , Garth Cambrey affirmed before me on

June <sup>14</sup>, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**From:** Mark Goodman  
**To:** J. Garth Cambrey  
**Cc:** Cynthia Jagger; Manraj Dosanjh  
**Subject:** Fwd: VR 456 Butterscotch LOI - First Vendor's Condition  
**Date:** Friday, October 9, 2020 10:27:02 AM

---

Hi Garth,

As discussed, here is an email from the buyer confirming their intention to proceed unconditionally at \$3.3m.

Regards,

Mark Goodman  
[www.goodmanreport.com](http://www.goodmanreport.com)  
 Office: 604.714.4790

Sent from my iPhone

Begin forwarded message:

**From:** Rahoul Sharan <[rahoulsharan@gmail.com](mailto:rahoulsharan@gmail.com)>  
**Date:** October 9, 2020 at 10:20:45 AM PDT  
**To:** Mark Goodman <[mark@goodmanreport.com](mailto:mark@goodmanreport.com)>  
**Cc:** Cynthia Jagger <[cynthia@goodmanreport.com](mailto:cynthia@goodmanreport.com)>, Manraj Dosanjh <[manraj@goodmanreport.com](mailto:manraj@goodmanreport.com)>, Nevin <[nevin@carrerame.com](mailto:nevin@carrerame.com)>  
**Subject:** RE: VR 456 Butterscotch LOI - First Vendor's Condition

Mark,

Butterscotch Holding Inc is prepared to offer \$3.3m unconditionally for 1089 Spruce. We acknowledge that this will still be subject to the vendors conditions and to court approval.

Thanks,

Rahoul Sharan

.....  
**From:** Mark Goodman <[mark@goodmanreport.com](mailto:mark@goodmanreport.com)>  
**Sent:** October 9, 2020 7:35 AM  
**To:** Rahoul Sharan <[rahoulsharan@gmail.com](mailto:rahoulsharan@gmail.com)>  
**Cc:** Cynthia Jagger <[cynthia@goodmanreport.com](mailto:cynthia@goodmanreport.com)>; Manraj Dosanjh <[manraj@goodmanreport.com](mailto:manraj@goodmanreport.com)>; Nevin <[nevin@carrerame.com](mailto:nevin@carrerame.com)>  
**Subject:** Re: VR 456 Butterscotch LOI - First Vendor's Condition

Good morning, Rahoul.

Just checking in to see if you are still interested in 1089 W 13th Ave?

Happy to chat further at your convenience.

Regards,

Mark Goodman  
[www.goodmanreport.com](http://www.goodmanreport.com)  
Office: 604.714.4790

Sent from my iPhone

On Oct 2, 2020, at 10:10 AM, Rahoul Sharan <[rahoulsharan@gmail.com](mailto:rahoulsharan@gmail.com)> wrote:

Pat and/or Dolores Madaisky will handle the file.  
Thanks,

Rahoul

**From:** Mark Goodman <[mmark@goodmanreport.com](mailto:mmark@goodmanreport.com)>  
**Sent:** October 1, 2020 9:58 PM  
**To:** Rahoul Sharan <[rahoulsharan@gmail.com](mailto:rahoulsharan@gmail.com)>  
**Cc:** Cynthia Jagger <[cynthia@goodmanreport.com](mailto:cynthia@goodmanreport.com)>; Manraj Dosanjh <[manraj@goodmanreport.com](mailto:manraj@goodmanreport.com)>; Nevin <[nevin@carreramac.com](mailto:nevin@carreramac.com)>  
**Subject:** FW: VR 456 Butterscotch LOI - First Vendor's Condition

Good evening, Rahoul.

I am forwarding you the Seller's removal of its first condition – the vote successfully passed.

Please mark your calendar – the due date for an accepted formal purchase agreement is October 15<sup>th</sup>.

The Seller's lawyer will be sending a template purchase agreement for you and your lawyer to review (based on the terms in the accepted Letter of Intent).

Can you let us know which lawyer will be handling the file at Madaisky & Company?

Regards,

**Mark Goodman**  
Principal  
Personal Real Estate Corporation  
**Direct: 604 714 4790**  
[goodmanreport.com](http://goodmanreport.com)

**Goodman Commercial Inc.**  
560-2608 Granville Street  
Vancouver V6H 3V3  
Office: 604 558 5511

**From:** J. Garth Cambrey <[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)>  
**Sent:** Thursday, October 1, 2020 6:54 PM  
**To:** [mark@goodmanreport.com](mailto:mark@goodmanreport.com); Cynthia Jagger  
<[cynthia@goodmanreport.com](mailto:cynthia@goodmanreport.com)>  
**Subject:** VR 456 Butterscotch LOI - First Vendor's Condition

Dear Mark and Cynthia,

I write as Administrator to, and on behalf of, The Owners, Strata Plan VR 456 ("Strata Corporation") pursuant to the Letter of Intent between Butterscotch Holdings Inc. and the Strata Corporation dated September 21, 2020 and executed September 22, 2020 ("LOI").

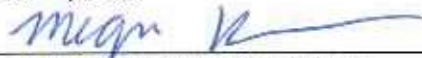
Consistent with paragraph 6(a) of the LOI, I confirm that I am satisfied there is sufficient support among the Strata Corporation owners to proceed with holding a special general meeting of the Strata Corporation for the purposes of passing the Winding Up Resolutions as defined in the LOI.

I therefore confirm the First Vendor's Condition as defined in the LOI has been met and the condition precedent is removed.

Regards,  
<image001.jpg>  
**J. Garth Cambrey, B. Comm., C.Arb., RI**  
**Administrator**  
C/o #2300-2850 Shaughnessy St., Port Coquitlam, BC V3C 6K5  
Tel: (604) 818-6708  
[gcambrey@shaw.ca](mailto:gcambrey@shaw.ca)

This is Exhibit "JJ" referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June 14, 2021



A Commissioner for Taking Affidavits  
in British Columbia

Megan J. Buchanan  
Lawyer  
650-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

## PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is dated for reference November 6, 2020.

**Between:**

BUTTERSCOTCH HOLDINGS INC.  
(hereinafter called the "**Purchaser**")

**And:**

THE OWNERS, STRATA PLAN VR456 (hereinafter called the "**Vendor**")

**WHEREAS:**

- A. the Vendor is a strata corporation (the "**Strata Corporation**") established under the *Strata Property Act*, SBC 1998, c. 43, as amended (the "**SPA**") and represented by its Administrator (the "**Administrator**"), Garth Cambrey, pursuant to an order of the B.C. Supreme Court, dated April 17, 2020 (collectively the "**Administrator Order**") in the matter of *MacLennan and others v. The Owners, Strata Plan VR456*, BCSC New Westminster Registry No. S222743, who may contractually bind the Strata Corporation in accordance with authority granted to the Administrator pursuant to the Administrator Order;
- B. the Administrator has the power to cause the Strata Corporation to enter into this Agreement with the Purchaser, provided that certain decisions of the Administrator are conditional upon obtaining the approvals required under the SPA;
- C. the Administrator Order authorizes the Administrator to proceed with the transaction contemplated by this Agreement by way of the process described in Division 2 of Part 16 of the SPA, being a "**Voluntary Winding Up With Liquidator**". Alternatively, the Administrator may apply to the Supreme Court of British Columbia (the "**BCSC**") to amend the Administrator Order to allow the Administrator to proceed with the transaction contemplated by this Agreement by way of the process described in Division 3 of Part 16 of the SPA, being an "**Involuntary Winding Up With Liquidator**", or the transaction contemplated in Schedule D [Terms of 100% Approval of Sale] of this Agreement. The provisions of this Agreement will be interpreted so as to give effect to the sale and purchase of the Property pursuant to the winding up, whether pursuant to Division 2 or Division 3 of Part 16 of the SPA; and
- D. the Purchaser wishes to purchase all of the legal and beneficial interest in the Property (as defined in Section 1.1(e)) and, subject to compliance with the requirements of the SPA, the Vendor wishes to sell, to the extent permitted by Division 2 and/or Division 3 of Part 16 of the SPA, all of the legal and beneficial interest in the Property to the Purchaser on the terms and conditions set out herein.

**NOW THEREFORE**, in consideration of the premises and mutual covenants, agreements, conditions and provisos contained herein, and the payment of Ten Dollars (\$10.00) by each of the parties to the

other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

## 1. PURCHASE AND SALE

1.1 The parties acknowledge and agree that:

- (a) this Agreement is being entered into by the Vendor pursuant to an intended winding up of the Vendor with a liquidator pursuant to Division 2 and/or Division 3 of Part 16 of the SPA, and the provisions of this Agreement will be interpreted so as to give effect to the sale and purchase of the Property pursuant to the said winding up;
- (b) the Liquidator (as defined in Section 1.1(e)) must be appointed to effect the voluntary winding up of the Vendor and the sale and purchase of the Property as contemplated by this Agreement. In the event that the First Mutual Condition (as defined in Section 3 of **Error! Reference source not found.**) is satisfied and the Liquidator is appointed pursuant to the SPA, the parties acknowledge and agree that this Agreement will be subject to review and comment by the Liquidator and its solicitors, and the parties agree to make such technical and procedural amendments to this Agreement as are reasonably requested by the Liquidator and its solicitors to facilitate the sale and purchase of the Property on the terms contemplated herein, provided that the failure to make any such amendments will not affect the validity or enforceability of this Agreement, which will remain binding on the parties hereto;
- (c) if 100% of the Owners (as defined in Section 5.1(a)) approve the sale and purchase of the Property, then subject to any contrary direction of the BCSC, at the option of the Administrator on behalf of the Vendor, the Liquidation Process (as defined in Section 5.1(b)) will be suspended, and the Purchaser may enter into individual contracts of purchase and sale for each of the Strata Lots, as provided in Schedule D [Terms of 100% Approval of Sale] of this Agreement;
- (d) the Vendor agrees to cause:
  - (i) all of the Owners' right, title and interest in and to the Property to be transferred to and vested in the Liquidator; and
  - (ii) the Liquidator to sell and transfer the Property to the Purchaser,
 and the Purchaser agrees to purchase the Property from the Liquidator, in all cases free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, charges, caveats, and encumbrances whatsoever save and except for the Permitted Encumbrances, for the Purchase Price and upon the terms and conditions in this Agreement;
- (e) in this Agreement:
  - (i) **"Administrator's Solicitors"** means the law firm of Tesperance Mendes Lawyers, provided that if the Vendor or the Liquidator appoints a different firm



of solicitors to represent it in connection with the transactions hereunder, then "Administrator's Solicitors" will be deemed to include such solicitors as the context requires;

- (ii) "**Buildings**" means all buildings, structures and improvements on the Lands;
- (iii) "**Closing Date**" means, subject to Section 5 of Schedule D, the date that is 120 days after the date on which the Third Mutual Condition (as defined in Schedule B) is satisfied;
- (iv) "**Deposit**" means, collectively, the First Deposit, the Second Deposit and the Third Deposit;
- (v) "**First Deposit**" means the sum of \$100,000.00;
- (vi) "**First Mutual Condition Waiver Date**" means the date that is 210 days after the date of the mutual execution and delivery of this Agreement by the Purchaser and the Vendor, provided the Administrator may, by written notice to the Purchaser, extend the First Mutual Condition Waiver Date from time to time by up to a total of 180 additional days in the aggregate;
- (vii) "**Lands**" means the parcel of land which results from the cancellation of Strata Plan VR456 (the "**Strata Plan**"), and which consists of all land shown on the Strata Plan. For greater certainty, the Lands will include all of the lands and premises which are currently legally described as follows:
  - Strata Lots 1 – 6 (inclusive)
  - District Lot 526
  - Strata Plan VR. 456

together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

(collectively, the "**Strata Lots**")

-and-

The Common Property of Strata Plan VAS456

(the "**Common Property**");
- (viii) "**Liquidator**" means the liquidator appointed in respect of, and vested with the ownership of, the Property in furtherance of the terms hereof;
- (ix) "**LOI**" means the letter of intent mutually executed by the Vendor and the Purchaser on September 22, 2020;

- (x) "**Permitted Encumbrances**" means the charges, reservations, and restrictions set out in Schedule A hereto;
  - (xi) "**Property**" means, collectively, the Lands and the Buildings;
  - (xii) "**Purchaser's Solicitors**" means the law firm of Madaisky & Company Business Lawyers LLP;
  - (xiii) "**Second Deposit**" means the sum of \$100,000.00;
  - (xiv) "**Second Mutual Condition Waiver Date**" means the date that is 60 days after the satisfaction of the First Mutual Condition, provided the Administrator may, by written notice to the Purchaser, extend the Second Mutual Condition Waiver date from time to time by up to a total of 90 additional days in the aggregate;
  - (xv) "**Service Contracts**" means agreements entered into by the Vendor concerning the furnishing of supplies or services to the Property or concerning management or operation of the Property;
  - (xvi) "**Third Deposit**" means the sum of \$100,000.00; and
  - (xvii) "**Third Mutual Condition Waiver Date**" means the date that is 30 days after the grant of the Vesting Order;
- (f) the Vendor and the Purchaser agree that, except as contemplated by Schedule D, all negotiations and other dealings regarding the potential winding up and sale of the Property (including any Strata Lots therein), will be conducted solely between the Vendor and the Purchaser, or their authorized agents and administrators. Notwithstanding any other term of this Agreement, the Purchaser acknowledges and agrees that all communications with the Vendor regarding this Agreement shall, as long as the Administrator's appointment continues, take place only through the Administrator or the Agent (as defined in Section 14.1(a)), unless otherwise directed by the Administrator in writing.

## 2. PURCHASE PRICE AND PAYMENT

- 2.1 The purchase price for the Property ("**Purchase Price**") shall be the sum of Three Million Three Hundred Thousand Dollars (\$3,300,000), exclusive of GST, subject to adjustments as provided in Section 4.3.
- 2.2 The Purchaser will pay the Purchase Price as follows:
- (a) as to the First Deposit, which amount has previously been paid by the Purchaser to the Purchaser's Solicitors and which shall continue to be held by the Purchaser's Solicitors in trust in an interest-bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Agreement;

- (b) as to the Second Deposit, by payment thereof by the Purchaser to the Purchaser's Solicitors within five business days after the date of the mutual execution and delivery of this Agreement by the Purchaser and the Vendor, to be deposited and held by the Purchaser's Solicitors in trust in an interest bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Agreement;
- (c) as to the Third Deposit, by payment thereof by the Purchaser to the Purchaser's Solicitors within five business days after the satisfaction of the First Mutual Condition, to be deposited and held by the Purchaser's Solicitors in trust in an interest bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Agreement; and
- (d) as to the balance of the Purchase Price, subject to adjustment as provided in Section 4.3, by payment of such amount by the Purchaser to the Vendor on the Closing Date in accordance with the provisions of this Agreement.

The Deposit, together with all interest accrued thereon, will be credited to the Purchase Price and will be paid to the Liquidator if the sale and purchase of the Property contemplated herein is completed in accordance with the terms hereof.

The Deposit paid, together with all interest accrued thereon, will be:

- (i) forfeited to the Vendor if the Purchaser is in default of its obligation to complete the sale and purchase of the Property hereunder as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of costs and damages) and as the Vendor's sole and exclusive remedy; or
- (ii) paid in full to the Purchaser, without prejudice to any other right or remedy of the Purchaser, in the event that the Purchaser elects to terminate this Agreement due to the Vendor being in default of its obligation to complete the sale and purchase of the Property hereunder. For clarity, the Deposit paid to the Purchaser under this part will include any amount of the Deposit released to the Vendor as set out in this Agreement.

The Deposit, together with all interest accrued thereon, will be returned to the Purchaser if any of the conditions precedent set out in Schedule B to this Agreement is not satisfied or waived in accordance with Schedule B. See Schedule B for additional provisions relating to the Deposit.

### **3 CONDITIONS PRECEDENT**

- 3.1 The obligation of the parties to complete the purchase of the Property on the Closing Date is subject to and conditional upon the conditions precedent set out in Schedule B attached hereto being satisfied or waived by the appropriate party or parties within the time or times specified therein.

### **4. COMPLETION, POSSESSION AND ADJUSTMENTS**

#### 4.1 Completion

The completion of the transactions contemplated by this Agreement will occur on the Closing Date or such other date as may be mutually agreed to in writing by the Vendor and the Purchaser.

#### 4.2 Possession

- (a) The Purchaser will have vacant possession of the Property free and clear of registered and unregistered legal notations, liens, interests, claims, judgments, charges, caveats, encumbrances, and tenancies whatsoever save and except for the Permitted Encumbrances (subject to the provisions of this Agreement related to clearing title of the Owners' financial encumbrances and subject to Section 4.2(c)) immediately upon completion of the sale and purchase of the Property.
- (b) The Purchaser and the Vendor confirm and agree that the Purchase Price and the Property include any washers, dryers, refrigerators, ovens, stoves and built-in dishwashers within any of the Strata Lots as of the date hereof.
- (c) Notwithstanding Section 4.2(a), if an Owner executes and delivers to the Purchaser, on or before the Closing Date, an owner's agreement (the "**Owner's Agreement**") in the form attached hereto as Schedule E, that Owner may, following the Closing Date, continue to remain in possession of the dwelling unit consisting of the Strata Lot which was owned by such Owner before the cancellation of the Strata Plan (the "**Owner's Strata Lot**") rent free (but such Owner will be responsible for utilities), until no later than the date (the "**Initial Delayed Possession Date**") which is four (4) months following the Closing Date, and the Purchaser will have vacant possession of such Owner's Strata Lot from and after the Initial Delayed Possession Date. For greater certainty, any Owner who does not execute and deliver to the Purchaser an Owner's Agreement on or before the Closing Date will be required to deliver vacant possession of that Owner's Strata Lot on or before the Closing Date. Any continued occupancy of the Owner's Strata Lot after the Initial Delayed Possession Date will be subject to agreement as to the terms of such arrangement between the Owner and the Purchaser, in their sole discretion.
- (d) The Vendor agrees to make commercially reasonable efforts to pass a bylaw amendment that prohibits an Owner from entering into a tenancy agreement in respect of such Owner's Strata Lot that is not a month-to-month tenancy or that provides for a term ending later than the Closing Date.

#### 4.3 Adjustments

All usual adjustments of taxes, rates, local improvement assessments and other charges and all other costs normally adjusted for on a sale of property similar to the Property, both incoming and outgoing, will be made as of 12:01 a.m. on the Closing Date. The Vendor will receive the benefit of all income and will be responsible for all expenses incurred in operating and maintaining the Property incurred for and attributable up to 11:59 p.m. on the day preceding the Closing Date and the Purchaser will receive the benefit of all income and be responsible for

all expenses from and including the Closing Date. The Vendor will provide or cause to be provided to the Purchaser and the Purchaser's Solicitors, promptly on request, any information required by them, acting reasonably, in order to prepare the statement of adjustments (the "**Statement of Adjustments**"). The Vendor acknowledges and agrees that the Vendor will not be entitled to an adjustment in respect of strata fees paid by Owners to the Vendor for the month in which this transaction completes.

## 5 ACKNOWLEDGEMENT OF LIQUIDATION PROCESS

5.1 The Purchaser and Vendor acknowledge and agree as follows:

(a) as of the date hereof, the Lands consist of the Strata Lots and the Common Property and each Strata Lot is owned by an owner (collectively for all Strata Lots, the "**Owners**" and each an "**Owner**"). The Strata Lots and the Common Property are included in the Strata Plan. The Owners are members of the Strata Corporation. The parties intend that, subject to Section 6 of this Agreement, prior to the Closing Date, the Liquidator will be appointed by the Vendor to cancel the Strata Plan and wind up the Strata Corporation in accordance with Division 2 and/or Division 3 of Part 16 of the SPA and that, on the Closing Date:

- (i) the Strata Plan will be cancelled in accordance with the SPA, upon which cancellation the Lands will consist of a single parcel, the title to which will vest in the Liquidator; and
- (ii) the Liquidator will transfer the Property to the Purchaser.

The intention of the Vendor and the Purchaser is that the Purchaser will only be required to deal with the Liquidator and its solicitors in connection with completing the purchase and sale of the Property and that, except as provided in Schedule D [Terms of 100% Approval of Sale] of this Agreement, the Purchaser will not deal directly with any of the Owners or their solicitors. The terms of the Liquidator's appointment will provide that, once the title to the Property vests in the Liquidator, the Liquidator will assume the Vendor's rights and obligations under this Agreement, subject to the requirements of the SPA and the provisions of the Vesting Order, as defined in Section 5.1(b).

(b) subject to the Mutual Conditions being satisfied, the Vendor will take such steps and do such acts as are required under the SPA in order to appoint the Liquidator and, further to the Purchaser's Conditions being satisfied or waived, cause the Liquidator to, on or before the Closing Date, cancel the Strata Plan and transfer title to the Property to the Purchaser, and, without limiting the generality of the foregoing, the Vendor agrees to take the following steps (such steps being herein referred to as the "**Liquidation Process**"):

- (i) prior to the First Mutual Condition Waiver Date:
  - a. the Vendor will hold one or more annual or special general meeting (the "**General Meeting**") of the Strata Corporation for the purpose of passing such resolutions as may be required to give effect to the transaction contemplated herein, including, without limitation:

- i. a resolution (the "**Winding Up Resolution**"), by 80% vote, under section 277 of the SPA, approving, among other things, the appointment of the Liquidator to wind up the Strata Corporation, the cancellation of the Strata Plan, the dissolution of the Strata Corporation, the surrender to the Liquidator of each Owner's interest in the Property and any personal property held by the Strata Corporation on behalf of each Owner and an interest schedule which complies with the requirement set out in section 278 of the SPA;
- ii. a resolution (the "**Funding Resolution**"), by ¾ vote, pursuant to section 96 and/or section 108, as applicable, of the SPA approving the expenditure of funds from the contingency reserve fund and/or by special levy for the purposes of paying the Strata Corporation's costs and expenses associated with the purchase and sale of the Property pursuant to the terms of this Agreement;
- iii. a resolution (the "**Transfer Resolution**"), by ¾ vote, pursuant to section 282 of the SPA, approving the transfer of the Property to the Purchaser pursuant to the terms and conditions of this Agreement;
- iv. a resolution (the "**Approval Resolution**"), by ¾ vote, approving and ratifying the terms and conditions of this Agreement and the execution and delivery of this Agreement by the Vendor,

(the Winding Up Resolution, the Funding Resolution, the Transfer Resolution and the Approval Resolution are collectively referred to herein as the "**Required Resolutions**"); and

- b. in the event the Vendor fails to pass the Required Resolutions at the General Meeting, the Administrator may apply to the BCSC for an order appointing the Liquidator to wind up the Strata Corporation pursuant to Division 3 of Part 16 of the SPA (the "**Division 3 Order**"). Within 30 days after the General Meeting, the Administrator will give the Purchaser written notice of its election to apply for or not apply for the Division 3 Order;

(ii) the Vendor will:

- a. in the event that the Required Resolutions are passed by the Owners, apply to the Supreme Court, pursuant to section 278.1 of the SPA, for an order (the "**Winding Up Confirmation Order**") confirming the Winding Up Resolution; and
- b. promptly following the grant of the Winding Up Confirmation Order or the Division 3 Order (as the case may be), cause the Liquidator to apply to the

Supreme Court, pursuant to section 279 of the SPA, for a vesting order (the "**Vesting Order**"), which, inter alia:

- i. confirms the appointment of the Liquidator (as necessary);
- ii. vests in the Liquidator title to the Property for the purpose of selling the Property to the Purchaser pursuant to this Agreement and distributing the proceeds as set out in the interest schedule referred to above;
- iii. requires the Property to be vacant in accordance with Section 4.2; and
- iv. directs the Land Title Office to cancel the Strata Plan and vest the Property in the Liquidator without requiring the discharge of any encumbrances from the Strata Lots or the Common Property or the extension of any financial encumbrances charging a Strata Lot over the balance of the Lands (it being understood that the Liquidator's obligations pursuant to Section 5.1(b)(iii)b.vi. will apply),

and promptly thereafter cause the Liquidator to set the application for the Vesting Order down for hearing by the BCSC; and

- (iii) upon receipt by the Liquidator of the Vesting Order, the Vendor will:
  - a. hold an annual or special general meeting of the Strata Corporation for the purpose of passing a resolution, by  $\frac{3}{4}$  vote, pursuant to section 282 of the SPA, approving the transfer of the Property to the Purchaser pursuant to the terms and conditions of this Agreement, unless the Liquidator is of the opinion that the Transfer Resolution is sufficient and it is not legally required to obtain a further  $\frac{3}{4}$  vote resolution to approve the disposition of the Property and any other land and/or personal property in accordance with section 282 of the SPA following the grant of the Vesting Order, as confirmed by the Liquidator to the Purchaser in writing; and
  - b. cause the Liquidator:
    - i. to not file or otherwise deal with the Vesting Order in any manner except in accordance with Section 11 of this Agreement, provided that, if the Purchaser defaults in its obligation to complete the purchase of the Property pursuant to this Agreement, the Liquidator will no longer be bound by this obligation;
    - ii. to execute the closing documents set out in Section 9 of this Agreement, as required;
    - iii. on the Closing Date, to deposit a certified copy of the Vesting Order and the interest schedule (together, the "**Vesting**

**Application**") with the registrar under the *Land Title Act* (British Columbia) for the purpose of cancelling the Strata Plan and vesting in the Liquidator title to, inter alia, the Property, in accordance with Section 11 of this Agreement;

- iv. on the Closing Date, to transfer the Property to the Purchaser in accordance with Section 11 of this Agreement;
  - v. to provide such notifications as are required under section 280(3) of the SPA;
  - vi. to arrange for the holders of financial encumbrances or other non-permitted encumbrances on title to the Lands to be paid out from the net sales proceeds due to the Vendor hereunder and clear title of such financial encumbrances in accordance with Section 13; and
  - vii. to distribute the net sale proceeds, after the pay-out and discharge of existing financial encumbrances and any other expenses or permitted deductions, to or as directed by the Owners in accordance with the interest schedule included in the Vesting Application;
- (c) the Vendor will provide, and cause the Liquidator to provide, to the Purchaser timely, ongoing and fulsome updates and information with respect to the foregoing process, and, upon the request of the Purchaser, true copies of any notices, resolutions, approvals, applications, orders, instruments or other documents relating to the foregoing; and
- (d) the Vendor will do, and cause the Liquidator to do, all other acts and things, and execute and deliver such documents and instruments, as may be necessary in order to give effect to the foregoing.

## **6 100% APPROVAL OF SALE**

- 6.1 If, at the meeting to approve the Required Resolutions, the Required Resolutions are approved by the Owners of 100% of the Strata Lots, then the provisions of Schedule D [Terms of 100% Approval of Sale] shall apply.

## **7 REPRESENTATIONS, COVENANTS AND WARRANTIES**

- 7.1 The Vendor hereby makes the representations and warranties set out in Section 1 of Schedule C attached hereto and the covenants set out in Section 2 of Schedule C.
- 7.2 The Purchaser hereby makes the representations and warranties set out in Section 3 of Schedule C attached hereto.

## **8. RISK**

- 8.1 The Property shall be at the risk of the Vendor until the Transfer (as defined in Section 9.1) is filed for registration in the applicable Land Title Office, and thereafter at the risk of the



Purchaser. The Vendor, or the Liquidator on behalf of the Vendor, will hold all insurance policies and the proceeds thereof in trust for the parties as their respective interest may appear pending the Closing Date.

## 9. CLOSING DOCUMENTS

- 9.1 On or before the Closing Date, the Vendor will cause the Administrator's Solicitors or the Liquidator's solicitors to deliver to the Purchaser's Solicitors the following items, duly executed by the Vendor and the Liquidator, as applicable, or such other parties as set out below and in registrable form whenever appropriate, to be dealt with in accordance with Section 11 of this Agreement:
- (a) a Form A -- Freehold Transfer (the "**Transfer**") conveying the Lands to or as directed by the Purchaser, duly executed by the Liquidator;
  - (b) a Vendor's Statement of Adjustments prepared in accordance with Section 4.3 of this Agreement;
  - (c) an assignment of all development rights (the "**Assignment of Development Rights**") in respect of the Property including, without limitation, all permits, licenses, plans, specification, applications, studies, surveys, reports, approvals, and all other documents and rights in respect of the Property;
  - (d) an assignment of any subsisting warranties or guarantees in respect of the Property and any work performed in respect thereof (the "**Assignment of Permits and Warranties**");
  - (e) an assignment (the "**Assignment of Service Contracts**") to the Purchaser of all Service Contracts that the Purchaser has elected to acquire;
  - (f) a copy of the notices by which the Liquidator has terminated the Service Contracts excepting those only, if any, which the Purchaser has elected to assume;
  - (g) an assignment of all permitted tenancies that have not been terminated as of the Closing Date (the "**Tenancies Assignment**");
  - (h) a certificate, dated as of the Closing Date, that certifies that the Vendor has complied with all of its obligations under this Agreement in all material respects and that each of the warranties and representations of the Vendor set out herein is true and accurate in all material respects on the Closing Date;
  - (i) one or more Certificates as to GST Exempt Use Residential Property: Vendor is Not Builder with respect to the Strata Lots;
  - (j) statutory declarations that are usual and customary for real estate transactions of the nature set out in this Agreement and may be required by the Liquidator or the Purchaser, each acting reasonably, or which are reasonably necessary to complete the purchase and sale of the Property, including statutory declarations as to residency, the provincial Speculation and Vacancy Tax, and the municipal Empty Homes Tax; and

This is Exhibit "KK" referred to in the affidavit  
of , Garth Cambrey affirmed before me on

June 14, 2021

  
A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
**550-900 HOWE STREET**  
**VANCOUVER B.C. V6Z 2M4**  
**TEL: (604) 685-3567**

**FEBRUARY 19, 2021**

**TAKE NOTICE THAT A SPECIAL GENERAL MEETING OF THE OWNERS,  
STRATA PLAN VR 456 WILL BE HELD:**

---

**DATE:** WEDNESDAY, MARCH 24, 2021  
**TIME:** 6:30 P.M.  
**PLACE:** ELECTRONICALLY VIA ZOOM  
 Meeting ID: 813 3864 5394 Passcode: 959196

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An Agenda for the meeting, along with the following explanatory notes concerning voting procedures is enclosed herewith. Please read this material carefully prior to the Meeting and have it with you at the meeting for reference.

1. **FORMAT:** This meeting will be held electronically via Zoom consistent with Ministerial Order M114 of the Minister of Public Safety and Solicitor General dated April 15, 2020 that permits a strata corporation to hold its meeting by electronic means.
2. **PURPOSE:** The purpose of the meeting is to consider resolutions to voluntarily wind up the strata corporation with a liquidator under Part 16, Division 2 of the *Strata Property Act* pursuant to the BC Supreme Court order issued April 17, 2020.
3. **QUORUM:** In order to conduct business at the Special General Meeting, eligible voters holding at least one third (1/3) of the strata corporation's votes must be present in person or by proxy. However, an 80% vote resolution requires the approval of 80% of all of the votes in the strata corporation (whether or not those voters are present at the meeting).
4. **80% VOTE RESOLUTION:** A majority of at least 80% of all strata corporation votes (5 of the 6 votes) is required to pass a 80% vote resolution.
5. **¾ VOTE RESOLUTION:** A majority of at least 75% of all votes present at the meeting in person or by proxy, is required to pass a ¾ vote resolution.
6. **PROXY:** If you cannot attend the meeting, please appoint a proxy who can attend. If you do not attend the meeting in person or by proxy, your absence will, in effect, be a 'no' vote for the 80% resolution. A document appointing a proxy must be in writing and signed by the person appointing the proxy, may be general or for a specific meeting or resolution and may be revoked at any time. A person who is an employee of the strata corporation may not hold a proxy. A sample form of proxy is attached to this notice for your convenience.

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**AGENDA**

1. CALL TO ORDER.
  2. CERTIFICATION OF PROXIES
  3. DETERMINATION OF QUORUM
  4. ELECT A PERSON TO CHAIR THE MEETING
  5. PROOF OF NOTICE OF MEETING.
  6. APPROVAL OF AGENDA
  7. APPROVAL OF PREVIOUS MINUTES
    - a) Special General Meeting of February 11, 2021 (attached)
  8. UNFINISHED BUSINESS
    - a) none
  9. NEW BUSINESS:
    - a) Consideration of 80% vote Resolution #1 to approve cancellation of the strata plan, appoint a liquidator, and authorize the disposition of the property by the liquidator - as attached.
    - b) Consideration of  $\frac{3}{4}$  vote Resolution #2 to pay out the balance of the operating fund and contingency reserve fund – as attached. *(Note that this Resolution #2 will only be put to a vote if Resolution #1 is approved.)*
  10. MEETING TERMINATION
- 

**RESOLUTION #1**

**80% VOTE RESOLUTION OF THE OWNERS, STRATA PLAN VR456  
TO APPROVE CANCELLATION OF STRATA PLAN, APPOINTMENT OF LIQUIDATOR,  
DISPOSITION OF PROPERTY BY LIQUIDATOR  
(Sections 277, 278 and 282(1) of the *Strata Property Act*)**

**WHEREAS:**

- A. The owners of the strata lots comprising The Owners, Strata Plan VR456, in light of the offer to purchase all of the lands and building comprising Strata Plan VR456 inclusive of all strata lots (collectively the "Strata Lands") received from Butterscotch Holdings Inc. ("Butterscotch"), want to voluntarily wind up The Owners, Strata Plan VR456 (the "Strata

Corporation") with a liquidator (the "Liquidator") in accordance with Division 2 of Part 16 of the *Strata Property Act* (the "Act");

- B. Pursuant to section 277(1) of the *Strata Property Act* (the "Act"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of the Liquidator;
- C. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan VR456, including Strata Lots 1 through 6 inclusive, in accordance with:
  - (1) the purchase and sale agreement between the Strata Corporation and Butterscotch, dated November 6, 2020 (the "Purchase and Sale Agreement"); and
  - (2) the listing agreement between the Strata Corporation and Goodman Commercial Inc., dated July 9, 2020 (the "Listing Agreement"),

(collectively, the "Disposition");
- D. Pursuant to section 282(2) of the Act, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a  $\frac{3}{4}$  vote at an annual or special general meeting, or the disposition is void;

**BE IT RESOLVED** by:

- (a) an 80% vote of the Strata Corporation that pursuant to sections 277 and 278 of the Act, the following be approved:
  - (i) the appointment of Crow MacKay & Company Ltd. as represented by Mr. Derek Lai, with an address for business at 1100 – 1177 West Hastings Street, Vancouver, BC, as the liquidator;
  - (ii) the cancellation of Strata Plan VR456;
  - (iii) the dissolution of the Strata Corporation;
  - (iv) the surrender to the Liquidator of each owner's interest in:
    - A. land shown on the strata plan;
    - B. land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
    - C. personal property held by or on behalf of the Strata Corporation;
  - (v) the estimated costs of the winding up as follows:
    - A. liquidator fees of \$5,000 per strata lot, plus taxes and disbursements;
    - B. legal fees of approximately \$5,000 per strata lot, plus taxes and disbursements;

- C. real estate agent's commission (2% of purchase price plus taxes); and
- D. court fees payable to the Province (approximately \$3,000);

provided that the actual costs of the winding up may vary from these estimates, and any variation will not require a further meeting or vote approval of the Strata Corporation;

- (vi) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1A;

(b) a  $\frac{3}{4}$  vote of the Strata Corporation that, pursuant to section 282 of the Act:

- (i) the Disposition be approved;
- (ii) the terms, conditions, execution and delivery of each of the Purchase and Sale Agreement and the Listing Agreement be ratified.

#### END OF RESOLUTION #1

#### NOTES TO RESOLUTION #1:

If the owners vote in favour of the winding up and a sale of the Strata Plan VR456 complex to the purchaser, Butterscotch Holdings Inc. ("Butterscotch"), via this Resolution #1, there are provisions in the purchase and sale agreement (the "PSA") regarding the execution of individual purchase and sale agreements if all registered owners agree to the sale.

If all registered owners do not agree to sign individual purchase and sale agreements with Butterscotch in accordance with the PSA, the sale process must proceed through a winding up with a need for court approval. The court documents are to be filed with the Court within 60 days after this special general meeting.

Concerning the payment of the anticipated costs of the winding up, the PSA provides that, following waiver or satisfaction of the Third Mutual Condition (as that term is defined in the PSA), Butterscotch will authorize the release of up to \$50,000 to the Strata Corporation from Butterscotch's deposit posted by Butterscotch to contribute to the Strata Corporation's wind up costs, including legal and Liquidator's fees. Any additional wind up costs not covered by the previously approved expenditure or the deposit release would be paid out of the proceeds of the sale to Butterscotch.

In the event that all owners approve of the sale, the PSA provides that, following the closing of the purchase and sale of the Strata Lots as contemplated by the PSA, Butterscotch shall be responsible for the cancellation of the Strata Plan and the winding up of the Strata Corporation at the Butterscotch's own cost and expense.

**Schedule 1A to 80% Vote Resolution #1 - Interest Schedule  
(Section 278(1) of the Strata Property Act)**

In accordance with section 278 of the *Strata Property Act*:

- (1)(a) State whether the strata corporation holds land in its name, or has land held on its behalf, that is not shown on the strata plan.

The Strata Corporation does not hold any land in its name, and does not have any land held on its behalf, that is not shown on the strata plan.

- (1)(b) Identify land shown on the strata plan and land held in the name of or on behalf of the strata corporation, but not shown on the strata plan, by legal description sufficient to allow the registrar to identify it in the records of the land title office.

Land	Legal Description
Common Property	
1	PID: 004 046 471 Strata Lot 1 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
2	PID: 004 046 480 Strata Lot 2 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
3	PID: 004 046 498 Strata Lot 3 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
4	PID: 004 046 501 Strata Lot 4 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
5	PID: 004 046 510 Strata Lot 5 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
6	PID: 004 046 528 Strata Lot 6 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

- (1)(c) List the name and postal address of each owner.

	Name(s) of owner(s)	Postal Address of owner(s)
1	AGNES OY LINE MUI	#201 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
2	AGNES OY LINE MUI	#201 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
3	PETISLAV TOVBIS	#301 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
4	MICHELLE MARGARET ELIZABETH MOK and JAMES MOK, AS JOINT TENANTS	#401 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
5	TRACEY ANNE MACLENNAN and SUZANNE ELISE FOSTER, EXECUTORS OF THE WILL OF COLIN MACKENZIE MACLENNAN, DECEASED, SEE CA7213967	Tracey Anne MacLennan #209 - 250 East 11 <sup>th</sup> Street North Vancouver, BC V7L 2G7  Suzanne Elise Foster 2822 East Ken Avenue South Vancouver, BC V5S 4T4
6	DAN JACOB SONNENSCHNEIN	#601 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1

(1)(d) List the name, postal address and the estimated value of the interest of each holder of a registered charge against the land.

**Registered charges against the common property**

NIL.

**Registered charges against the Strata Lots**

Strata Lot Number	Name of Holder of Registered Charge	Postal Address of Holder of Registered Charge	Estimated value of the interest of each holder of a registered charge against the land
NOTE TO OWNERS: Section 278(1)(d) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land - which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the building completes.			
1	No charges against strata lot.		
2	No charges against strata lot.		
3	No charges against strata lot.		
4	Bank of Montreal (Mortgage filed under CA268746)	2601 Granville Street, Vancouver BC, V6H 1N1	\$150,000.00
	Bank of Montreal (Mortgage filed under CA1583834)	865 Harrington Court, Burlington ON, L7N 3P3	\$156,000.00
	Bank of Montreal (Priority Agreement filed under CA164998, granting CA1583834 priority over CA268746).	865 Harrington Court, Burlington ON, L7N 3P3	N/A
5	Jennifer MacLennan (Judgment filed under R41955)	Not Disclosed - Unknown	Family law judgment dated September 19, 1979. Registered as a charge on May 5, 1987.
	Canadian Imperial Bank of Commerce (Mortgage filed under CA4232875)	501-1089 West Broadway, Vancouver BC, V5Z 1G8	\$100,000.00
6	No charges against strata lot.		



(1)(e) List the name, postal address and interest of each creditor of the strata corporation who is not a holder of a registered charge against the land.

Strata Lot Number	Name of Creditor who is not a holder of a Registered Charge	Postal Address of Creditor who is not a holder of a Registered Charge	Estimated value of the interest of each Creditor who is not a holder of a Registered Charge
NOTE TO OWNERS: Section 278(1)(e) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all creditors who are not a holder of a registered charge against the land who have an interest in the land - which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is through debts that the Strata Corporation is aware of. It is acknowledged that this information may not be accurate. In any event financial charge information will need to be updated before a sale of the building completes.			
1	Clark Wilson LLP	900-885 W Georgia St Vancouver, BC V6C 3H1	\$16,780.78
2			
3			
4			
5			
6			

(1)(f) List each owner's share of the proceeds of distribution in accordance with the Schedule of Interest Upon Destruction:

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fraction)
1	123,000	16.2698413	171488323/1000000000
2	123,000	16.2698413	162698413/1000000000
3	123,000	16.2698413	162698413/1000000000
4	127,000	16.7989418	167989418/1000000000
5	130,000	17.1957672	171957672/1000000000
6	130,000	17.1957672	171957672/1000000000
Aggregate	756,000	100.000	1

\*\*\*END OF SCHEDULE 1A - INTEREST SCHEDULE\*\*\*

\*\*\*END OF 80% VOTE RESOLUTION #1\*\*\*

**RESOLUTION #2**  
**¾ VOTE RESOLUTION OF THE OWNERS, STRATA PLAN VR456**  
**TO APPROVE PAY OUT THE BALANCE OF THE OPERATING FUND**  
**AND CONTINGENCY RESERVE FUND**  
**(Sections 27, 96 and 97 of the *Strata Property Act*)**

**(TO BE VOTED ON ONLY IF 80% VOTE RESOLUTION #1 IS APPROVED)**

**WHEREAS:**

- A. By resolutions passed at this general meeting of The Owners, Strata Plan VR456 (the "**Strata Corporation**"), the owners of the strata lots comprising Strata Plan VR456 have approved, among other things, the following:
- (1) the voluntary winding up of the Strata Corporation in accordance with Section 277 of the *Strata Property Act* (the "**Act**");
  - (2) the purchase and sale agreement between the Strata Corporation and Butterscotch Holdings Inc. ("**Butterscotch**"), dated November 6, 2020 (the "**Purchase and Sale Agreement**"); and
  - (3) the listing agreement between the Strata Corporation and Goodman Commercial Inc., dated July 9, 2020.
- B. The Purchase and Sale Agreement contemplates that the sale of the Lands (as defined in the Purchase and Sale Agreement) may, instead of proceeding through a voluntary winding up, proceed by way of the purchase and sale of all of the strata lots comprising Strata Plan VR456, but only as long as each of the owner(s) of the applicable strata lot enters into a separate purchase and sale agreement with Butterscotch, before the grant of a vesting order to the liquidator by the BC Supreme Court; and
- C. If all of the owners of all of the strata lots comprising Strata Plan VR456 enter into purchase and sale agreements with Butterscotch (in accordance with Recital B of this resolution) the owners would like to:
- (1) pay out in accordance with the Schedule of Interest Upon Destruction, following the closing of the sales of all strata lots to Butterscotch, any funds remaining in the Strata Corporation's operating fund and contingency reserve fund (after all remaining financial obligations of the Strata Corporation have been met) to the owners (the "**Strata Fund Expenditures**");
  - (2) authorize the Administrator, on the Strata Corporation's behalf, to terminate, at an appropriate time to be determined by the Administrator, any contracts between the Strata Corporation and any contractor or service provider (collectively the "**Contract Terminations**").

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of the Strata Corporation that:

- (a) under sections 96 and 97 of the Act, the Strata Fund Expenditures be approved; and
- (b) Pursuant to section 27 of the Act, the Contract Terminations be approved.

**END OF RESOLUTION #2**

**NOTES TO RESOLUTION #2:**

The purchase and sale agreement allows for a sale of ALL of the strata lots individually to Butterscotch if the wind up resolution receives 100% approval and all registered owners execute individual purchase and sale agreements with Butterscotch.

If not all registered owners agree to sign individual purchase and sale agreements with Butterscotch in accordance with the Purchase and Sale Agreement, the sale process must proceed through a winding up with a need for court approval.

If individual agreements are signed by all registered owners, this resolution provides that any remaining contingency reserve funds and operating funds as of the closing date not used to pay the Strata Corporation's financial obligations would be paid out to the owners in accordance with the Schedule of Interest Upon Destruction. The Strata Corporation's financial obligations would include the payment of the Strata Corporation's administrator and the administrator's legal advisors.

If not all owners sign a purchase and sale agreement with Butterscotch, the payment out of the Strata Corporation's funds in accordance with this Resolution #2 would not take place. Owners would instead receive their share of the remaining funds in the Strata Corporation as of closing of the sale to Butterscotch as part of the proceeds of sale paid out by the liquidator.

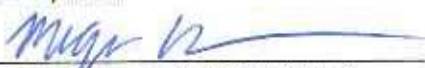
**PROXY FORM****THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST**

I (WE) \_\_\_\_\_  
of \_\_\_\_\_ in the  
City of Vancouver, in the Province of British Columbia, being the Registered Owner(s) of  
Strata Lot \_\_\_\_\_, of Strata Plan VR 456 hereby  
appoint \_\_\_\_\_ or failing  
him/her \_\_\_\_\_ or failing him/her  
\_\_\_\_\_ as my (our) proxy for  
me (us) and on my (our) behalf at the Special General Meeting of the Owners, Strata Plan VR  
456 to be held on the 24th day of March, 2021 and any adjournment thereof.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_

This is **Exhibit "LL"** referred to in the affidavit  
of, Garth Cambrey affirmed before me on  
June <sup>14</sup>, 2021



---

A Commissioner for Taking Affidavits  
in British Columbia

**Megan J. Buchanan**  
*Lawyer*  
550-900 HOWE STREET  
VANCOUVER B.C. V6Z 2M4  
TEL: (604) 685-3567

**SPECIAL GENERAL MEETING MINUTES****THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST**

**DATE HELD:** Wednesday, March 24, 2021  
**LOCATION:** Virtual via Zoom  
**CALL TO ORDER:** 6:30 PM

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**Owners in Attendance:** Agnes Mui, 101 and 201  
Peter Tovbis, 301  
Michelle Mok and Dr. James Mok, 401  
Tracey MacLennan and Suzanne Foster, Executors, 501  
Dan Sonnenschein, 601

**Also in Attendance:** Paul Mendes, Lesperance Mendes  
J. Garth Cambrey, Court Appointed Administrator

**1. CALL TO ORDER**

The Court Appointed Administrator, Mr. Garth Cambrey, called the meeting to order at 6:45 p.m.

**2. CERTIFICATION OF PROXIES**

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total representation of six (6) votes.

**3. DETERMINATION OF QUORUM**

Mr. Cambrey advised that the quorum of two (2) votes had been met and declared the meeting competent to proceed with business.

**4. ELECTION OF PERSON TO CHAIR THE MEETING**

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 B.C. Supreme Court Order.

**5. PROOF OF NOTICE OF MEETING**

Owners were advised that Notice of the Special General Meeting was distributed by email on February 19, 2021 in accordance with the *Strata Property Act* and the Strata Corporation bylaws.

It was **MOVED AND SECONDED (601/201)**

That Notice of the Meeting be accepted.

A vote was taken by a verbal poll and Mr. Cambrey declared the resolution to accept notice of the meeting

**CARRIED UNANIMOUSLY**

**6. APPROVAL OF AGENDA**

Mr. Cambrey confirmed the only new business items on the agenda were consideration 2 related resolutions about the windup and sale of the Strata Corporation. The agenda was distributed with the general meeting notice and Mr. Cambrey declared it approved as circulated.

**7. APPROVAL OF THE PREVIOUS MINUTES**

It was **MOVED AND SECONDED (501/601)** that the previous Special General Meeting minutes of February 11, 2021 be approved as distributed.

Following discussion, a vote was taken by a verbal poll and Mr. Cambrey declared the vote

**CARRIED (5 votes in favour, 401 opposed)**

**8. UNFINISHED BUSINESS**

The was no unfinished business.

**9. NEW BUSINESS**

a) Consideration of Resolution #1 - 80% Vote to windup and sell Strata Corporation

Before considering the 80% vote resolution, Mr. Cambrey advised that Dan Sonnenschein had brought to his attention that the list of owners' items excluded from the Purchase and Sale Agreement ("Agreement") between the Strata Corporation and Butterscotch Holdings, Inc. ("Butterscotch") did not appear to be referenced in the Agreement. Mr. Cambrey confirmed on his review of the Agreement and the prior Letter of Intent, he could not see that the listed items identified by the owners in August 2020 were properly identified in the Agreement.

Following discussion, Mr. Mendes suggested that it would be unlikely that Butterscotch would oppose amending the Agreement to include the listed items that had been agreed to previously.

It was then **MOVED AND SECONDED (601/301)**

By majority vote, that the Administrator be instructed to arrange for the list of owners' excluded items to be incorporated into the Agreement.

A vote was taken by a verbal poll and Mr. Cambrey declared the majority vote resolution

**CARRIED UNANIMOUSLY**

It was then **MOVED AND SECONDED (501/601)**

**WHEREAS:**

- A. The owners of the strata lots comprising The Owners, Strata Plan VR456, in light of the offer to purchase all of the lands and building comprising Strata Plan VR456 inclusive of all strata lots (collectively the "Strata Lands") received from Butterscotch Holdings Inc. ("Butterscotch"), want to voluntarily wind up The Owners, Strata Plan VR456 (the "Strata Corporation") with a liquidator (the "Liquidator") in accordance with Division 2 of Part 16 of the *Strata Property Act* (the "Act");
- B. Pursuant to section 277(1) of the *Strata Property Act* (the "Act"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of the Liquidator;
- C. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan VR456, including Strata Lots 1 through 6 inclusive, in accordance with:
  - (1) the purchase and sale agreement between the Strata Corporation and Butterscotch, dated November 6, 2020 (the "Purchase and Sale Agreement"); and
  - (2) the listing agreement between the Strata Corporation and Goodman Commercial Inc., dated July 9, 2020 (the "Listing Agreement"),

(collectively, the "Disposition");



- D. Pursuant to section 282(2) of the Act, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a  $\frac{2}{3}$  vote at an annual or special general meeting, or the disposition is void;

**BE IT RESOLVED** by:

- (a) an 80% vote of the Strata Corporation that pursuant to sections 277 and 278 of the Act, the following be approved:
- (i) the appointment of Crow MacKay & Company Ltd. as represented by Mr. Derek Lai, with an address for business at 1100 – 1177 West Hastings Street, Vancouver, BC, as the liquidator;
  - (ii) the cancellation of Strata Plan VR456;
  - (iii) the dissolution of the Strata Corporation;
  - (iv) the surrender to the Liquidator of each owner's interest in:
    - A. land shown on the strata plan;
    - B. land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
    - C. personal property held by or on behalf of the Strata Corporation;
  - (v) the estimated costs of the winding up as follows:
    - A. liquidator fees of \$5,000 per strata lot, plus taxes and disbursements;
    - B. legal fees of approximately \$5,000 per strata lot, plus taxes and disbursements;
    - C. real estate agent's commission (2% of purchase price plus taxes); and
    - D. court fees payable to the Province (approximately \$3,000);

provided that the actual costs of the winding up may vary from these estimates, and any variation will not require a further meeting or vote approval of the Strata Corporation;
  - (vi) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1A;

(b) a  $\frac{3}{4}$  vote of the Strata Corporation that, pursuant to section 282 of the Act:

- (i) the Disposition be approved;
- (ii) the terms, conditions, execution and delivery of each of the Purchase and Sale Agreement and the Listing Agreement be ratified.

#### END OF RESOLUTION #1

#### **NOTES TO RESOLUTION #1:**

**If the owners vote in favour of the winding up and a sale of the Strata Plan VR456 complex to the purchaser, Butterscotch Holdings Inc. ("Butterscotch"), via this Resolution #1, there are provisions in the purchase and sale agreement (the "PSA") regarding the execution of individual purchase and sale agreements if all registered owners agree to the sale.**

**If all registered owners do not agree to sign individual purchase and sale agreements with Butterscotch in accordance with the PSA, the sale process must proceed through a winding up with a need for court approval. The court documents are to be filed with the Court within 60 days after this special general meeting.**

**Concerning the payment of the anticipated costs of the winding up, the PSA provides that, following waiver or satisfaction of the Third Mutual Condition (as that term is defined in the PSA), Butterscotch will authorize the release of up to \$50,000 to the Strata Corporation from Butterscotch's deposit posted by Butterscotch to contribute to the Strata Corporation's wind up costs, including legal and Liquidator's fees. Any additional wind up costs not covered by the previously approved expenditure or the deposit release would be paid out of the proceeds of the sale to Butterscotch.**

**In the event that all owners approve of the sale, the PSA provides that, following the closing of the purchase and sale of the Strata Lots as contemplated by the PSA, Butterscotch shall be responsible for the cancellation of the Strata Plan and the winding up of the Strata Corporation at the Butterscotch's own cost and expense.**

#### **Schedule 1A to 80% Vote Resolution #1 - Interest Schedule (Section 278(1) of the *Strata Property Act*)**

In accordance with section 278 of the *Strata Property Act*:

- (1)(a) State whether the strata corporation holds land in its name, or has land held on its behalf, that is not shown on the strata plan.

The Strata Corporation does not hold any land in its name, and does not have any land held on its behalf, that is not shown on the strata plan.

(1)(b) Identify land shown on the strata plan and land held in the name of or on behalf of the strata corporation, but not shown on the strata plan, by legal description sufficient to allow the registrar to identify it in the records of the land title office.

Land	Legal Description
Common Property	
1	PID: 004 046 471 Strata Lot 1 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
2	PID: 004 046 480 Strata Lot 2 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
3	PID: 004 046 498 Strata Lot 3 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
4	PID: 004 046 501 Strata Lot 4 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
5	PID: 004 046 510 Strata Lot 5 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
6	PID: 004 046 528 Strata Lot 6 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

(1)(c) List the name and postal address of each owner.

	Name(s) of owner(s)	Postal Address of owner(s)
1	AGNES OY LINE MUI	#201 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
2	AGNES OY LINE MUI	#201 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
3	PETSLAV TOVBIS	#301 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
4	MICHELLE MARGARET ELIZABETH MOK and JAMES MOK, AS JOINT TENANTS	#401 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1
5	TRACEY ANNE MACLENNAN and SUZANNE ELISE FOSTER, EXECUTORS OF THE WILL OF COLIN MACKENZIE MACLENNAN, DECEASED, SEE CA7213967	Tracey Anne MacLennan #209 - 250 East 11 <sup>th</sup> Street North Vancouver, BC V7L 2G7 Suzanne Elise Foster 2822 East Ken Avenue South Vancouver, BC V5S 4T4
6	DAN JACOB SONNENSCHNEIN	#601 - 1089 West 13 <sup>th</sup> Avenue Vancouver, BC V6H 1N1

- (1)(d) List the name, postal address and the estimated value of the interest of each holder of a registered charge against the land.

**Registered charges against the common property**

NIL.

**Registered charges against the Strata Lots**

Strata Lot Number	Name of Holder of Registered Charge	Postal Address of Holder of Registered Charge	Estimated value of the interest of each holder of a registered charge against the land
NOTE TO OWNERS: Section 278(1)(d) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the building completes.			
1	No charges against strata lot.		
2	No charges against strata lot.		
3	No charges against strata lot.		
4	Bank of Montreal (Mortgage filed under CA268746)	2601 Granville Street, Vancouver BC, V6H 1N1	\$150,000.00
	Bank of Montreal (Mortgage filed under CA1583834)	865 Harrington Court, Burlington ON, L7N 3P3	\$156,000.00
	Bank of Montreal (Priority Agreement filed under CA164998, granting CA1583834 priority over CA268746).	865 Harrington Court, Burlington ON, L7N 3P3	N/A
5	Jennifer MacLennan (Judgment filed under R41955)	Not Disclosed - Unknown	Family law judgment dated September 19, 1979. Registered as a charge on May 5, 1987.
	Canadian Imperial Bank of Commerce (Mortgage filed under CA4232875)	501-1089 West Broadway, Vancouver BC, V5Z 1G8	\$100,000.00
6	No charges against strata lot.		

- (1)(e) List the name, postal address and interest of each creditor of the strata corporation who is not a holder of a registered charge against the land.

Strata Lot Number	Name of Creditor who is not a holder of a Registered Charge	Postal Address of Creditor who is not a holder of a Registered Charge	Estimated value of the interest of each Creditor who is not a holder of a Registered Charge
NOTE TO OWNERS: Section 278(l)(e) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all creditors who are not a holder of a registered charge against the land who have an interest in the land - which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is through debts that the Strata Corporation is aware of. It is acknowledged that this information may not be accurate. In any event financial charge information will need to be updated before a sale of the building completes.			
1	Clark Wilson LLP	900-885 W Georgia St Vancouver, BC V6C 3H1	\$16,780.78
2			
3			
4			
5			
6			

- (1)(f) List each owner's share of the proceeds of distribution in accordance with the Schedule of Interest Upon Destruction:

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fraction)
1	123,000	16.2698413	171488323/1000000000
2	123,000	16.2698413	162698413/1000000000
3	123,000	16.2698413	162698413/1000000000
4	127,000	16.7989418	167989418/1000000000
5	130,000	17.1957672	171957672/1000000000
6	130,000	17.1957672	171957672/1000000000
Aggregate	756,000	100.000	1

\*\*\*END OF SCHEDULE 1A - INTEREST SCHEDULE\*\*\*

\*\*\*END OF 80% VOTE RESOLUTION #1\*\*\*

There was discussion on the requirement to use the Schedule of Interest Upon Destruction for division of the sale proceeds and owners were advised that is a requirement of the *Strata Property Act*, which does not permit the Schedule of Unit entitlement to be used.

There was also discussion on why the Clark Wilson LLP was included as a creditor of the Strata Corporation, when the Administrator had advised Clark Wilson LLP its invoices totaling about \$16,780 were not considered to be a proper expense of the Strata Corporation. Mr. Mendes advised that it was necessary to provide full disclosure of any potential creditors.

There was considerable discussion about the potential option for owners to sell their strata lots directly to Butterscotch ("100% Sale"), and how the distribution of funds would be made in such circumstances. Mr. Cambrey and Mr. Mendes advised that although Mr. Cambrey would not be directly involved in the process and could give no advice, he would assist in facilitating discussions between the owners and Butterscotch.

Mr. Cambrey then read the 80% vote resolution (excluding the preamble and schedules). A vote was then taken by a verbal poll and Mr. Cambrey declared the vote

**CARRIED (5 of 6 votes or 83.33% in favour, 401 opposed)**

b) Consideration of Resolution #2 - ¾ Vote Resolution to approve pay out of funds

It was then **MOVED AND SECONDED (501/601)**

**WHEREAS:**

A. By resolutions passed at this general meeting of The Owners, Strata Plan VR456 (the "**Strata Corporation**"), the owners of the strata lots comprising Strata Plan VR456 have approved, among other things, the following:

- (1) the voluntary winding up of the Strata Corporation in accordance with Section 277 of the *Strata Property Act* (the "**Act**");
- (2) the purchase and sale agreement between the Strata Corporation and Butterscotch Holdings Inc. ("**Butterscotch**"), dated November 6, 2020 (the "**Purchase and Sale Agreement**"); and
- (3) the listing agreement between the Strata Corporation and Goodman Commercial Inc., dated July 9, 2020.

B. The Purchase and Sale Agreement contemplates that the sale of the Lands (as defined in the Purchase and Sale Agreement) may, instead of proceeding through a voluntary winding up, proceed by way of the purchase and sale of all of the strata

lots comprising Strata Plan VR456, but only as long as each of the owner(s) of the applicable strata lot enters into a separate purchase and sale agreement with Butterscotch, before the grant of a vesting order to the liquidator by the BC Supreme Court; and

- C. If all of the owners of all of the strata lots comprising Strata Plan VR456 enter into purchase and sale agreements with Butterscotch (in accordance with Recital B of this resolution) the owners would like to:
- (1) pay out in accordance with the Schedule of Interest Upon Destruction, following the closing of the sales of all strata lots to Butterscotch, any funds remaining in the Strata Corporation's operating fund and contingency reserve fund (after all remaining financial obligations of the Strata Corporation have been met) to the owners (the "**Strata Fund Expenditures**");
  - (2) authorize the Administrator, on the Strata Corporation's behalf, to terminate, at an appropriate time to be determined by the Administrator, any contracts between the Strata Corporation and any contractor or service provider (collectively the "**Contract Terminations**").

**BE IT RESOLVED** by a  $\frac{3}{4}$  vote of the Strata Corporation that:

- (a) under sections 96 and 97 of the Act, the Strata Fund Expenditures be approved; and
- (b) Pursuant to section 27 of the Act, the Contract Terminations be approved.

#### **END OF RESOLUTION #2**

**NOTES TO RESOLUTION #2:**

The purchase and sale agreement allows for a sale of ALL of the strata lots individually to Butterscotch if the wind up resolution receives 100% approval and all registered owners execute individual purchase and sale agreements with Butterscotch.

If not all registered owners agree to sign individual purchase and sale agreements with Butterscotch in accordance with the Purchase and Sale Agreement, the sale process must proceed through a winding up with a need for court approval.

If individual agreements are signed by all registered owners, this resolution provides that any remaining contingency reserve funds and operating funds as of the closing date not used to pay the Strata Corporation's financial obligations would be paid out to the owners in accordance with the Schedule of Interest Upon Destruction. The

Strata Corporation's financial obligations would include the payment of the Strata Corporation's administrator and the administrator's legal advisors.

If not all owners sign a purchase and sale agreement with Butterscotch, the payment out of the Strata Corporation's funds in accordance with this Resolution #2 would not take place. Owners would instead receive their share of the remaining funds in the Strata Corporation as of closing of the sale to Butterscotch as part of the proceeds of sale paid out by the liquidator.

Following a brief discussion, a vote was then taken by a verbal poll and Mr. Cambrey declared the vote

**CARRIED (5 of 6 votes or 83.33% in favour, 401 opposed)**

#### **10. TERMINATION**

There being no further business, owners were thanked for their attendance and Mr. Cambrey terminated the meeting at 8:13 p.m.