



This is the 1<sup>st</sup> Affidavit of Jas King  
in this case and was made on January 12, 2024

NO. S-238586  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NW289, JENNY DONNA DICKISON, FERNANDO MARCELINO DUTRA DE SOUSA, 1276331 B.C. LTD., CARMELIA MARIA DA SILVA, HON-CHING RUDOLPH CHENG, 1161359 B.C. LTD., RICKY HEE MENG LAI, PIA FACCIO, 1184416 B.C. LTD., MARK WILLIAM LOUTTIT and SARAH KINUKO LOUTTIT, BARRY DOUGLAS WATSON, AS ADMINISTRATOR OF THE ESTATE OF KENNETH JOHN WATSON, LI PING DUAN, NORMAN VICTOR LEECH, ROLANDO VINAS DIZON and NARCISA DIZON, NICHOLAS GEORGE KARAMOUZOS and MARIA KARAMOUZOS, CUI MING CHEN, YANKUI WANG and XIN TIAN, MARIA DA NATIVIDADE ALMEIDA, 1237765 B.C. LTD., JU-SHAN CHIANG and FLORA FU, 1184414 B.C. LTD., AMARSINGH BHATIA and NARANJAN KAUR BHATIA, PHUNG KIM VUONG and TUONG LAM, MONICA PAOLA ALIAGA, MARCELINO LOPES DE SOUSA and OLGA MARIA DUTRA DE SOUSA, 1184413 B.C. LTD., LUALHATI ONGKEKO CRISOSTOMO, RICHARD RAYMOND RAVENSBERGEN and DAWN MARIE RAVENSBERGEN, YUK FAR CHEUNG and YIN ON CHEUNG, GARY LUCIEN DREES, THOMAS PATRICK FLEMING, 1352962 B.C. LTD., WAN CHEN and HONG YANG, SU JUAN SITU, VAN DAO NGUYEN and THI BICH HANG NGUYEN, JULIAN BOZSIK, CHRISTIAN HERBERT JOSON-LIM and IRIS JUNE CALIBUGAN ADIONG, ANGELA JOY EYKELBOSH, NGUYEN THANH VUONG and TUYET NGOC DU, OM PARKASH LOOMBA and MERRAN LOOMBA, SUZANNE JUANITA KUDELSKI, YAN QIONG LU, PING HE, EDWARD LAWRENCE THUE, RICHARD CHARLES PATRICK SPENCER and DIANE MARIE SPENCER, ARTHUR SUMMERS WILLIAMSON, GARY DALE CHARTER and CRISTINA RIMANDO GAPAL, JU TAI ZHOU and YU QING LI, ZHI HAO YANG, DAISY CUETO EVANGELISTA and MARIA CHERRY EVANGELISTA, MEGAN MARY BURGHALL, NASIM BHALOO, HUI LIN DONG and LI WANG, MANSOUR MESHKI, HSIANG CHIAO HUANG, GORDON WILLIAM PATERSON, YVONNE JO-ANNE ENGLAND, GRACE JOANNA LEVSEN, PING CHOR CHAN, SO FAN LEE and TAK TAI LUI

DEFENDANTS

AND:

1038573 B.C. LTD.

DEFENDANT BY WAY OF COUNTERCLAIM

**AFFIDAVIT**

I, **JAS KING**, Paralegal, of 1600 - 925 West Georgia Street, in the City of Vancouver, Province of British Columbia, SWEAR THAT:

1. I am a Paralegal employed with the law firm of Lawson Lundell LLP, solicitors for the Defendants, The Owners, Strata Plan NW289 ("**Cameray Gardens**") as represented by the liquidator, Crowe Mackay & Company Ltd. (the "**Liquidator**") herein, and as such have personal knowledge of the facts hereinafter deposed to save and except where such facts are stated to be made upon information and belief and where so stated I verily believe them to be true.
2. Attached hereto and marked as **Exhibit "A"** is a true copy of the Purchase and Sale Agreement between the plaintiff and defendant by way of counterclaim, 1038573 B.C. Ltd. (the "**Purchaser**"), and the defendant The Owners, Strata Plan NW289, dated December 7, 2022.
3. Attached hereto and marked as **Exhibit "B"** is a true copy of the Order of Justice Milman, pronounced June 17, 2022, confirming the wind-up of the strata corporation (The Owners, Strata Plan NWS289) and the appointment of Crowe MacKay & Company Ltd. as liquidator (the "**Liquidator**").
4. Attached hereto and marked as **Exhibit "C"** is a true copy of a letter from Craig Dennis, K.C. of Dennis James Aitken LLP, counsel for the Purchaser, to Edward Wilson of Lawson Lundell LLP, counsel for the Liquidator, dated December 7, 2023.
5. Attached hereto and marked as **Exhibit "D"** is a true copy of a letter from Peter J. Roberts, K.C. of Lawson Lundell LLP to Mr. Dennis, dated December 12, 2023.
6. Attached hereto and marked as **Exhibit "E"** is a true copy of a letter from Mr. Dennis to Mr. Roberts, dated December 13, 2023.

7. Attached hereto and marked as **Exhibit "F"** is a true copy of a letter from Mr. Roberts to Jennifer Williams, solicitor for the Purchaser, dated December 18, 2023.
8. Attached hereto and marked as **Exhibit "G"** is a true copy of a letter from Mr. Dennis to Mr. Roberts, dated December 18, 2023.
9. Attached hereto and marked as **Exhibit "H"** is a true copy of a certificate of pending litigation filed in the Land Title Office (the "**LTO**") on December 18, 2023 under instrument no. CB1083710.
10. Attached hereto and marked as **Exhibit "I"** is a true copy of a LTO search in respect of Cameray Gardens strata lot 66, dated October 25, 2021.
11. Attached hereto and marked as **Exhibit "J"** is a true copy of the terms of the mortgage registered on title against Cameray Gardens strata lot 8 on January 29, 2015 by the Bank of Nova Scotia (MT150002).
12. On December 20, 2023, I conducted the following searches:
  - (a) a search at the LTO through the Land Title and Survey Authority using the search criteria "1038573 B.C. Ltd.". Attached hereto and marked as **Exhibit "K"** is a true copy of the LTO search showing no titles were found and one Certificate of Pending Litigation registered in favour of 1038573 B.C. Ltd;
  - (b) a search at the Personal Property Registry (the "**PPR**") through BC Registries and Online Services using the search criteria "1038573 B.C. Ltd.". Attached hereto and marked as **Exhibit "L"** is a true copy of the PPR search results showing no registered liens or encumbrances were found on file;
  - (c) a search at the BC Registry Services through BCOOnline using the search criteria "1038573 B.C. Ltd." Attached hereto and marked as **Exhibit "M"** is a true copy of the BC Company Summary for 1038573 B.C. Ltd. which was incorporated on June 3, 2015; and



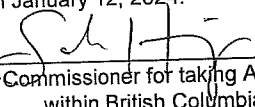
# PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference December 07, 2022.

BETWEEN:

**THE OWNERS, STRATA PLAN NW289**  
c/o Lawson Lundell LLP  
1600 Cathedral Place  
925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2

(the "Vendor")

This is Exhibit "A" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.  
  
A Commissioner for taking Affidavits within British Columbia.

AND:

**1038573 B.C. LTD.**  
c/o Purchaser's Agent

(the "Purchaser")

WHEREAS:

- A. The Vendor is a strata corporation that is the duly authorized entity to offer for sale the Property and the Liquidator will be the legal and beneficial owner of the Property on the Completion Date; and
- B. The Purchaser wishes to purchase all of the legal and beneficial interest in the Property from the Vendor and/or the Liquidator, and the Vendor wishes to sell 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 the mutual covenants, agreements, conditions and provisos contained herein, and the payment of \$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:

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

The following terms will have the following meanings:

B

- (a) “**Agent**” means the Vendor’s Agent and the Purchaser’s Agent;
- (b) “**Appliances**” means all washers, dryers, refrigerators, ovens, stoves, and built in dishwashers within any of the Strata Lots as of the date hereof or replacements thereof in working order;
- (c) “**Assignment of Leases**” has the meaning ascribed thereto in subsection 7.1(b);
- (d) “**Assignment of Service Contracts**” has the meaning ascribed thereto in subsection 7.1(h);
- (e) “**BCSC**” has the meaning ascribed thereto in subsection 6.1(b);
- (f) “**Business Day**” means a day that is not a Saturday, Sunday or a day when land title offices are closed in British Columbia;
- (g) “**Completion Date**” has the meaning ascribed thereto in subsection 3.1;
- (h) “**Contamination**” means the presence of any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use (including as part of any existing building or improvement), transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws or the existence of which in or as part of the soils or groundwater of the Property will or may require the remediation thereof under Environmental Laws;
- (i) “**Court Order**” has the meaning ascribed thereto in subsection 6.1(b);
- (j) “**Deposit**” means collectively, the First Deposit and, when paid, and any subsequent deposits;
- (k) “**Environmental Laws**” means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Property in force with respect, in any way, to the environment, health or occupational health and safety, including with respect, in any way, to the protection of people, plants, animals, natural ecosystems and the natural environment (including in the context of the development of land, workplace safety and otherwise), and including all applicable policies, guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time;
- (l) “**Equipment**” means all the chattels, personal property, goods, equipment, inventory and supplies used by the Vendor or anyone on the Vendor’s behalf exclusively in connection with the operation, use, enjoyment, maintenance or management of the Property and owned by the Vendor or subject to a conditional

sale agreement in favour of the Vendor as of the reference date set out above, but for clarity shall not include any Appliances;

- (m) “ETA” means the *Excise Tax Act* (Canada);
- (n) “Execution Date” means the date this Agreement is fully executed and delivered by each of the parties hereto;
- (o) “Expense Items” has the meaning ascribed thereto in Section 3.3;
- (p) “First Conditions” has the meaning ascribed thereto in subsection 6.1(a);
- (q) “First Conditions Period” means January 25, 2023, or such longer period as the Vendor and Purchaser may mutually agree to in writing;
- (r) “First Deposit” means the amount paid by the Purchaser pursuant to subsection 2.3(a);
- (s) “General Assignment” has the meaning ascribed thereto in subsection 7.1(l);
- (t) “GST” means federal goods and services tax and/or any other similar or replacement tax;
- (u) “Individual Strata Lot Contracts” has the meaning ascribed thereto in section 10.1;
- (v) “Land Title Office” has the meaning ascribed thereto in Section 3.4;
- (w) “Leases” means every agreement, whether written or oral, partly written and partly oral, pursuant to which any person has any interest in the Property in the nature of a tenancy or a right to occupy premises, including any modification or extension thereof, and “Lease” means any of such Leases;
- (x) “Liquidator” means the liquidator appointed in respect of, and vested with the ownership of, the Property in furtherance of the terms hereof;
- (y) “Permitted Encumbrances” means the charges, reservations and restrictions set out in Schedule A hereto;
- (z) “Person” includes a firm, partnership, limited partnership, corporation or other entity;
- (aa) “Project Documents” means:
  - (i) current surveys or real property reports of the Property;
  - (ii) copies of plans and specifications for and relating to the Building, including mechanical, architectural, electrical and “as-built” drawings and

8

- building specifications, and any development, building or occupancy permits for the Property, all if in the Vendor's possession;
- (iii) all environmental reports on the Property in the Vendor's possession;
  - (iv) copies of all Service Contracts that the Vendor requires the Purchaser to assume;
  - (v) any and all Leases in the possession and control of the Vendor; and
  - (vi) copies of all current *Strata Property Act* Form K's in the possession or control of the Vendor.
- (bb) "**Property**" means all of the lands and premises within Strata Plan NW289, municipally located at 3925 Kingsway, Burnaby, British Columbia, V5H 3Y7 and 5715 Jersey Avenue, Burnaby, British Columbia, V5H 2L3 and more particularly described in Schedule "B" hereto together with all improvements thereon and rights and benefits appurtenant thereto;
- (cc) "**Purchase Price**" means the amount set out in Section 2.2;
- (dd) "**Purchaser's Agent**" means the agent as designated by the Purchaser in writing;
- (ee) "**Purchaser's Solicitors**" means the solicitor, firm or firms of lawyers qualified to practice law in British Columbia as may be retained by the Purchaser from time to time and notice of which is provided to the Vendor;
- (ff) "**Sale Approval**" has the meaning ascribed thereto in subsection 6.1(b);
- (gg) "**Second Condition**" has the meaning ascribed thereto in subsection 6.1(b);
- (hh) "**Second Condition Period**" means the period of Ninety (90) days from the waiver or satisfaction of the First Conditions, or such longer period as the Vendor and Purchaser may agree in writing;
- (ii) "**Service Contracts**" means all agreements entered into by the Vendor with respect to the furnishing of supplies or services to the Property or with respect to the management or operation of the Property (including agreements with janitors, building managers and other management or maintenance personnel other than owners, officers and employees of the Vendor);
- (jj) "**Strata Lot Owners**" means all of the owners of the Strata Lots, and "**Strata Lot Owner**" means the owner of any Strata Lot;
- (kk) "**Strata Lots**" means all of the strata lots in the Strata Plan, and "**Strata Lot**" means any of the Strata Lots;
- (ll) "**Strata Plan**" has the meaning ascribed thereto in subsection 6.1(b);



- (mm) "Transfer" has the meaning ascribed thereto in subsection 7.1(a);
- (nn) "Vendor's Agent" means the Brokers and the Designated Agents as defined in the Exclusive Listing Agreement made among the Vendor, the Brokers and the Designated Agents dated June 28, 2022; and
- (oo) "Vendor's Solicitors" means Lawson Lundell LLP.

## ARTICLE 2 PURCHASE PRICE AND PAYMENT

### 2.1 Agreement

The Purchaser hereby agrees to purchase the Property, the Equipment, the Project Documents and the Appliances from the Vendor and/or the Liquidator, subject to and on the terms and conditions set forth herein, and the Vendor agrees to sell the Property to the Purchaser, subject to and on the terms and conditions set forth herein.

### 2.2 Purchase Price

The purchase price for the Property will be **Sixty One Million Dollars (\$61,000,000)** subject to adjustment pursuant to section 3.3.

### 2.3 Payment of Purchase Price

The Purchase Price will be paid as follows:

- (a) as to Three Million Dollars (\$ 3,000,000) (the "First Deposit"), by payment of such amount by the Purchaser to the Purchaser's Solicitors in trust within three (3) Business Days of the satisfaction of all of the conditions precedent set out in subsection 6.1(a); and
- (b) as to the balance of the Purchase Price (subject to the adjustments made pursuant to Section 3.3), by payment of such amount by the Purchaser to the Liquidator by way of solicitor's certified trust cheque, bank draft or wire transfer on behalf of the Vendor on the Completion Date.

### 2.4 Investment of Deposit

The Deposit will be invested by the Purchaser Solicitors in an interest-bearing trust account or certificate of deposit, with interest for the account of the Purchaser unless the Deposit and interest thereon is paid to the Liquidator on behalf of the Purchaser pursuant to subsection 2.5(a)(ii).

### 2.5 Application of Deposit

Upon waiver or satisfaction of the Second the Vendor and Purchaser authorizes the Purchaser's solicitors to release from the Deposit up to \$100,000 in aggregate, to pay the Vendor's costs to

satisfy the Second Conditions, including legal and liquidator fees, provided the Vendor has first given the Purchaser an accounting of such costs.

The remainder of the Deposit will be:

- (a) paid to the Liquidator on behalf of the Purchaser:
  - (i) on the Completion Date on account of the Purchase Price, if the Liquidator and the Purchaser complete the sale and purchase of the Property on the Completion Date; or
  - (ii) together with interest earned on the Deposit, upon the default of the Purchaser, if the Purchaser is in default of its obligation to complete the purchase of the Property hereunder, unless such default is waived in writing by the Liquidator, and the Deposit so paid to the Liquidator will be absolutely forfeited to the Liquidator on behalf of the Vendor as liquidated damages as the Liquidator's and Vendor's sole and exclusive remedy and this Agreement will terminate forthwith upon such payment being made; or
- (b) paid to the Purchaser (less the \$10.00 paid by the Purchaser to the Vendor pursuant to Section 6.1):
  - (i) together with interest earned on the Deposit, if the Vendor and the Liquidator, respectively, do not notify the Purchaser of the satisfaction of all of the conditions precedent set out in subsections 6.1(b) in the manner and within the time provided herein;
  - (ii) together with interest earned on the Deposit, if the Purchaser does not notify the Vendor of the satisfaction or waiver of all of the First Conditions set out in subsection 6.1(a) in the manner and within the time provided herein;
  - (iii) together with interest earned on the Deposit, upon the default of the Liquidator, if the Liquidator is in default of its obligation to complete the sale of the Property hereunder, unless such default is waived in writing by the Purchaser or the Purchaser has elected to complete the purchase of the Property, without prejudice to any other right or remedy of the Purchaser; or
  - (iv) if the Purchaser terminates this Agreement pursuant to Section 3.4.

### ARTICLE 3 COMPLETION, POSSESSION AND ADJUSTMENTS

#### 3.1 Completion

The completion of the transactions contemplated by this Agreement will occur on October 25, 2023 (the "Completion Date"), or such other date as may be agreed to in writing by the Vendor

and the Purchaser, and the place of closing will be the offices of the Purchaser's Solicitors in Vancouver, British Columbia.

### 3.2 Possession

The Liquidator will deliver to the Purchaser possession of the Property free from all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances on the Completion Date.

### 3.3 Adjustments

The Purchaser will be responsible for all taxes, rates, assessments and other charges and will be entitled to receive all income relating to the Property from and including the Completion Date and all adjustments, both incoming and outgoing, of whatsoever nature will be made as of the Completion Date and the payment due pursuant to subsection 2.3(b) will be adjusted accordingly. Adjustments will be made for rent, taxes, local improvement rates and charges, water and assessment rates, utilities, fuel costs and all other items ordinarily adjusted in similar transactions in the City of Burnaby (all such items, excluding rent, are hereinafter referred to as the "Expense Items"). If any of the Expense Items has not been paid up to the Completion Date, the Purchaser shall have the right to pay out of the portion of the Purchase Price due on completion such amount or amounts as may be necessary to bring the Expense Item completely current as of the Completion Date. Any tenant inducements, damage deposits, leasing commissions and landlord's work and tenant improvements outstanding at the Completion Date (whether due before or after the Completion Date) shall be for the Vendor's account and adjusted in favour of the Purchaser on the Completion Date. The Liquidator on behalf of the Vendor shall not be credited for arrears of rent or other accounts receivable (if any) which accrue prior to the Completion Date. Such amounts (if any) shall remain the property of the Liquidator on behalf of the Vendor and the Liquidator on behalf of the Vendor shall retain the right to pursue recovery of the same. 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.

If the sale and purchaser of the Property proceeds in accordance with Section 10.1, the solicitor for the Strata Lot Owners will hold and deal with the Holdback Amount in accordance with this Section 3.3.

### 3.4 Risk

The Property will be at the Vendor's risk until the acceptance of the Transfer for registration in the applicable Land Title Office (the "Land Title Office") and thereafter at the Purchaser's risk. Pending completion, the Vendor, or the Liquidator on behalf of the Vendor, will hold all insurance policies and any proceeds derived therefrom in trust for the Purchaser and in the event of loss or damage to the Property occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection, war or otherwise howsoever, the Purchaser may, at its option, apply the amount of such insurance proceeds paid or payable to the Vendor with respect thereto (and any applicable deductible amount) in reduction of the Purchase Price and complete the purchase of the Property or terminate this Agreement.

**ARTICLE 4**  
**VENDOR'S COVENANTS AND REPRESENTATIONS AND WARRANTIES**

**4.1 Vendor's Covenants**

The Vendor covenants and agrees that it will:

- (a) permit the Purchaser and the Purchaser's employees, engineers, agents and advisors to enter onto the Property upon reasonable written notice and carry out such inspections, tests, studies, surveys and investigations of the Property as the Purchaser may reasonably require, including, but not limited to, taking samples of soils, groundwater and other materials located in, on or under the Property;
- (b) deliver, or cause to be delivered, to the Purchaser, within ten (10) Business Days of the Execution Date:
  - (i) copies of all Leases in the Vendor's possession;
  - (ii) a list of all of the Service Contracts together with copies of all written Service Contracts and relevant particulars of all unwritten Service Contracts; and
  - (iii) the Project Documents;
- (c) maintain in force insurance covering loss or damage to the Property and covering public liability, in both cases against such risks and to such limits as are in accordance with past practices;
- (d) from the Execution Date until the Completion Date, conduct or cause to be conducted all business in respect of the Property in accordance with prudent business practices given the nature of the Property, and without limiting the generality of the foregoing:
  - (i) provide the Purchaser with particulars of any Service Contract entered into or modified after delivery of the material referred to in subsection 4.1(b);
  - (ii) use its commercially reasonable efforts to preserve the Property intact as would a prudent owner;
  - (iii) not enter into or permit to be entered into any contract or agreement or any transaction whatsoever in respect of the Property other than in the ordinary and usual course of business;
  - (iv) if any Strata Lot Owner enters into, modifies, terminates or accepts a surrender of any Lease, or enters into a replacement Lease on similar terms, the Vendor will provide or cause to be provided a copy of same, and of any new *Strata Property Act* Form K received, to the Purchaser as soon as reasonably possible. The Vendor shall not be in breach of this

Agreement, if any of the Strata Lot Owners enters into a month-to-month lease of their Strata Lot and fails to provide the same to the Vendor;

- (e) cancel and terminate, or cause to be cancelled and terminated, all contracts, including the Service Contracts, which relate to the Property excepting only those that the Purchaser elects in writing before the expiry of the Second Conditions Period to have assigned to it, effective as of the Completion Date;
- (f) pay all amounts due, owing or payable pursuant to the Service Contracts to and including the Completion Date;
- (g) execute, or cause to be executed, and return to the Purchaser or the Purchaser's Solicitors as soon as is reasonably possible all consents or letters of authority which it may be necessary for the Vendor to execute in order for the Purchaser to conduct such due diligence searches with respect to the Vendor and the Property as it determines to be necessary in connection with the transactions contemplated herein;
- (h) does hereby consent to and authorize the Purchaser to enter into discussions and negotiations with the City of Burnaby or any other relevant authority and to make applications, in the name of the Vendor, for any permits or approvals required by the Purchaser in connection with any proposed development of the Property, and the Vendor will execute and deliver, or cause to be executed and delivered, any consents requested in respect of such applications and agrees not to oppose or otherwise seek to hinder or delay, or permit any opposition, hindrance or delay with respect to, any such discussions, negotiations or applications, or any approvals arising therefrom; and
- (i) upon removal by the Purchaser of the First Conditions, use commercially reasonable efforts to fulfill the Second Conditions.

#### 4.2 Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser as representations and warranties that are true at the date hereof and will be true at the time of completion and that are to continue and to survive the purchase of the Property by the Purchaser thereafter regardless of any independent investigations that the Purchaser may cause to be made and regardless of the removal or waiver of any condition precedent, that, subject to the limitations, if any, expressed herein:

- (a) the Liquidator will have good and marketable legal and beneficial title to the Property on the Completion Date, free and clear of all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances;
- (b) all necessary action on the part of the Vendor and the Strata Lot Owners has been or will be taken to authorize and approve the execution and delivery of this Agreement and the completion of the transactions contemplated herein;





































































































































































































































































