



CITY OF CRANBROOK

Request for Proposals

Commercial Realty Services

RFP NO.: CRA2026-R-004

Issue Date:

March 30, 2026

Closing Time:

**Thursday, April 16, 2026 by 2:30 PM
Mountain Daylight Time (MDT)**

Closing Location:

City Hall

**Attention: Mark Fercho, Chief Administrative Officer
40-10th Ave S, Cranbrook, BC V1C 2M8**

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1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

1.1 Request for Proposals

The City of Cranbrook has applied for conduct of sale of East Kootenay Assessment Area, The Corporation of the City of Cranbrook, Parcel Identifier: 024-959-804, Lot A District Lots 28 and 2871 Kootenay District Plan NEP68546 Except Plan EPP47497 (locally known as the Former Tembec Industrial Lands) referred to as “Industrial Lands”. The application is currently set to be heard on April 17, 2026. The City of Cranbrook requests proposals from realtors who are interested in entering into a listing agreement if the application for conduct of sale is successful.

The Corporation of the City of Cranbrook is seeking proposals from qualified parties for the provision of commercial realty services, following foreclosure proceedings in respect of the Industrial Lands, in which the City of Cranbrook obtained an order nisi (attached) which set a redemption period expiring April 6, 2026. If the Industrial Lands are not redeemed or refinanced prior to April 16, 2026, the City of Cranbrook intends to apply to court for an order giving it the power to engage a realtor to list and market the Industrial Lands.

The City of Cranbrook is now requesting proposals from qualified realtors for listing the Industrial Lands, which set out, among other things, the proposed listing price, commission, listing period, a description of the marketing team, the proposed marketing strategy and a synopsis of relevant experience. Note that the proposed listing relates to the lands only, and does not include personal property situated thereon.

1.2 Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) “Addenda” means all additional information regarding this RFP including amendments to the RFP;
- b) “BC Bid” means the BC Bid website located at www.bcbid.gov.bc.ca;
- c) “City” means the Corporation of the City of Cranbrook;
- d) “Closing Location” includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- e) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- f) “Contract” means the written agreement resulting from the RFP executed by the City and the successful proponent;
- g) “Contract Administrator” means the City staff member who has been duly hired by the City of Cranbrook to fulfill the duties of that position or his/her designated representative;
- h) “Contractor” or “Consultant” means the successful proponent selected from this RFP who enters into a contract with the City;
- i) “Industrial Lands” means East Kootenay Assessment Area, The Corporation of the City of Cranbrook, Parcel Identifier: 024-959-804, Lot A District Lots 28 and 2871 Kootenay

District Plan NEP68546 Except Plan EPP47497 and for greater certainty, “Industrial Lands” means the lands only, and not the personal property situated thereon;

- j) “Must, “mandatory, or “required” means a requirement that must be met in order for a proposal to receive consideration;
- k) “Proponent” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP
- l) “Proposal” means a written response to the RFP that is submitted by a Proponent;
- m) “Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;
- n) “Should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the RFP;

1.3 **Delivery of Proposals**

Proposals **MUST** be in English and **MUST** be submitted using one of the submission methods below:

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements (found at www.bcbid.gov.bc.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as signature.

Hard Copy Submission: Proponents may submit two (2) hard-copies of their proposal as outlined in Section 1.4 (f) of this RFP.

Email and facsimile submissions will not be accepted.

All proposal submissions **MUST** include a completed and signed *Summary Form of Proposal* plus the information required as described in Section 1.5 of this RFP.

Proposals received after the Closing Time will not be accepted.


There will be no public opening for this RFP.

1.4 **Submission of Proposals**

- a) Proposals **MUST** be submitted before the Closing Time to the Closing Location using one of the submission methods set out in Section 1.3 of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete proposal, including all attachments or enclosures, before the Closing Time.
- b) For BC Bid electronic submissions, the following applies:
 - i. File uploads are limited to 500 MB per file. There are an unlimited number of attachments.

- ii. Proponents submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.
 - iii. The closing time on BC Bid is shown in Pacific Time (PT). The City's Closing Time in this RFP is in Mountain Time (MT). Proponents must ensure their submission is uploaded and completed prior to the Closing Time.
- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
 - d) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.
 - e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and BC Bid.
 - f) Hard copy submissions **MUST** be received in a sealed envelope at the Closing Location by registered mail, courier, or hand delivery before the Closing Time.

(TO HELP IDENTIFY YOUR SUBMISSION, WE ASK THAT YOU PLEASE CUT OUT THE LABEL ON THE NEXT PAGE AND AFFIX THIS LABEL TO THE OUTSIDE OF YOUR PROPOSAL SUBMISSION)

 <p style="text-align: center;">MOUNTAINS OF OPPORTUNITY CRANBROOK</p> <p>City of Cranbrook 40 10th Avenue South Cranbrook, BC V1C 2M8</p>	
Attention: Mark Fercho, Chief Administrative Officer	
REFERENCE NUMBER:	CRA2026-R-004
PROJECT NAME:	Commercial Realty Services
CLOSING DATE: Thursday, April 16, 2026	CLOSING TIME: 2:30:00 P.M. MOUNTAIN DAYLIGHT TIME

1.5 **Proposal Submission Format and Checklist**

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

- a) Title Page, showing Proponent’s name, contact person and title, address and contact information;
- b) Completed *Summary Form of Proposal* (**Mandatory Form - signature required**);
- c) Qualifications and Experience as described in Section 3.1;
- d) Service, Communication and Reports as described in Section 3.2;
- e) References as described in Section 3.4.

1.6 **Contact**

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and on the City website.

Mark Fercho, Chief Administrative Officer
Phone: (250) 489-0211
Email: mark.fercho@cranbrook.ca

The cut-off for submitting any questions relating to this RFP will be 48 hours before the Closing Time. Questions received after this time may not be answered.

1.7 **Environmental Considerations for Proposal Delivery:**

The City encourages Proponents to consider submitting an electronic proposal. When submitting in hard copy, the City encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re-use), and/or be made of post-consumer recycled content.

2. PROJECT OBJECTIVES AND SCOPE OF WORK

2.1 General Information

The City of Cranbrook requests proposals from qualified and experienced proponents to provide commercial realty services for the listing, marketing, and sale of the Industrial Lands.

The City requires the following:

1. Listing the Industrial Lands
 - a. Determining proposed listing price
 - b. Outlining commission from the sale
 - c. Determining the listing period
2. Proposed marketing strategy and description of marketing team

2.2 Additional Information

Any proposed sale will be subject to Court approval in the subject foreclosure proceedings, as set out in the attached Order Nisi (October 6, 2025).

All offers must be accompanied by a standard form Schedule "A", setting out, among other things, that all sales are subject to Court approval.

The City does not have an appraisal for the property. The assessed value of the property at BC Assessment shows \$8,116,000.00.

2.3 Future Work

The City of Cranbrook reserves the right to negotiate additional and future work with the winning proponent from this call for proposals, for a term of up to three (3) years.

3. PROPOSAL

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.4 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.

3.1 Qualifications and Experience

The proponent shall provide the following:

- A brief history of your company.
- A general statement of specialization and expertise.
- The size of the firm nationwide and of the account office in terms of people and businesses.
- The number of years your company has been conducting business as a commercial realty firm.
- The business carried out by the account office and firm nationwide in terms of class of business, volume, types of commercial property marketed, and other services offered.
- The number of years of local experience in providing identified services to similar corporate clients – provide a list of municipalities which are currently serviced locally.
- A statement on your firm's corporate policy with regard to contingent commissions and how you will ensure the fair placement of the City's Industrial Lands should your firm be awarded the Contract.
- Details of the individual within your firm that is proposed to have overall responsibility for the City's account (Account Executive), and who will back up the Account Executive during absences, including qualifications, experience, awards, memberships and certifications. Provide a summary of experience that these personnel have provided to local and regional governments.
- Provide information about your firm's access and leverage with commercial realty markets. Include the top five financially acceptable markets you expect to utilize. Outline in detail your capability to negotiate commercial property prices.

3.2 Service, Communication and Reports

The proponent shall provide the following:

- A description of your process for marketing and listing the Industrial Lands.
- A description in detail of your approach to managing the City's account.
- Details on how your firm will provide the best value for the City. Include any creative, unique and innovative ideas that have been implemented with other clients that are similar to the City.
- Information on what assistance your firm is willing to make available to assist the City in compiling accurate information for the proposed sale of the Industrial Lands.

- A description of how the City will be provided with complete copies of all documentation and how you plan to communicate the commercial land sale with the City to ensure understanding.
- A description of the method and frequency by which information relevant to the City (i.e. market changes) would be communicated.
- Details on the types of reports and frequency you plan to provide to the City in the normal course of business.
- Any other information you deem appropriate to support why the City should select your firm.

3.3 **Fees for Services**

Proponents **MUST** complete the Fees for Services section on the *Summary Form of Proposal* included with this RFP. The bid should include all pricing information relative to performing the services as described in this RFP.

3.4 **References**

Proponents should provide a minimum of three (3) references for whom they have provided similar services, preferably references from municipalities and organizations of similar size. Please include the name, email, and telephone number of the principal client contact.

4. **EVALUATION CRITERIA**

Evaluation of proposals will be by a committee formed by the City and may include employees and contractors of the City and other appropriate participants.

The City's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

4.1 **Mandatory Criteria**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
a) The proposal must be received at the Closing Location before the Closing Time.
b) The proposal must be in English.
c) The proposal must be submitted using one of the submission methods set out in Section 1.3 of this RFP.
d) Hard copy submissions must be received in a sealed envelope.
e) The proposal must include a signed copy of the <i>Summary Form of Proposal</i> .

4.2 **Evaluation Criteria**

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight
Service, Communication and Reports (Section 3.2)	25
Qualifications and Experience (Section 3.1)	25
Fees for Services (Section 3.3)	40
References (Section 3.4)	10
TOTAL	100

4.3 **Price Evaluation**

Only proposals that meet all mandatory requirements will be evaluated. The lowest total price will be awarded all the points allocated to price. All other proposals will be evaluated using the following formula:

$$\frac{\text{Lowest Total Price}}{\text{This Proposal's Total Price}} \times \text{Maximum points available}$$

5. TERMS AND CONDITIONS

5.1 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all of the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

5.2 Additional Information

All Addenda will be posted on the City's website and BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

5.3 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

5.4 Proposal Validity

Proposals will be open for acceptance for at least ninety (90) days after the Closing Time.

5.5 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise for this contract project of the Industrial Lands sale. Future contracts will be negotiated by mutual agreement.

5.6 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

5.7 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

5.8 **Liability for Errors**

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

5.9 **Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

5.10 **No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.

5.11 **Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

5.12 **Contract**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the City.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

5.13 **No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent will not be an exclusive contract for the provision of the goods or services described in Section 2. The City may contract with others for goods and services the same as or similar to those described in Section 2 or may obtain such goods and services internally.

5.14 **Solicitation**

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the City, including members of the evaluation committee and any elected or appointed officials of the City, or with the media, may result in disqualification of the Proponent.

5.15 **Workers Compensation Act**

The Contractor must provide to the City their WorkSafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be on City property.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Contractor, may terminate the Contract.

5.16 **Indemnity and Liability Insurance**

For the purpose of any Contract the City may enter into with the successful Proponent, the Contractor must indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this RFP. Such indemnification must survive termination of the Contract.

The Contractor must provide to the City proof of \$2 million General Liability Insurance with the City named as an additional insured party. The City reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

5.17 **Compliance with Laws and Permits**

The Contractor must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Contractor must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

5.18 **Trade Agreements**

This RFP has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

5.19 **Freedom of Information**

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Proponent or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the City in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

5.20 **Conflict of Interest**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any proposal submitted by a Proponent who in the City's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

CITY OF CRANBROOK

SUMMARY FORM OF PROPOSAL

RFP NO: CRA2026-R-004

NAME OF PROJECT: COMMERCIAL REALTY SERVICES

FEES FOR SERVICES (TOTAL PRICE):

Commission from Industrial Land sale (fixed for the term of the contract)	\$
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CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND:

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent agrees that they have reviewed and considered all Addenda (if any) and have taken that into account with determining the price(s) proposed above;
- c) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- d) The Proponent agrees to be bound by the statements and representations made in its Proposal.

Proponent Name (please print): _____

Name & Title of Authorized Representative (please print): _____

Signature of Authorized Representative: _____

Address: _____

Telephone: _____ **Email:** _____

Executed this _____ **day of** _____, **20**_____

SCHEDULE "A" TO PURCHASE CONTRACT

The following terms and conditions replace, modify, and where applicable override, the terms of the contract of purchase and sale to which this Schedule "A" is attached, and any modifications, amendments, additions or addenda thereto (collectively, the "**Contract**"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" (the "**Agreement**") will apply.

Notwithstanding anything in the Contract to the contrary:

1. The Buyer (referred to herein as the "**Purchaser**") acknowledges that the Seller (referred to herein as the "**Vendor**") is selling the Property (as defined in the main body of this Contract of Purchase and Sale) pursuant to a Court Order.
2. The Contract is subject to the following:
 - a) court approval;
 - b) the Vendor being restrained or enjoined from completing this sale by a Court of competent jurisdiction or the filing or registration of any document preventing the Vendor from giving good title to the Purchaser; and
 - c) the Vendor being able to complete the sale pursuant to the Court Order.
3. In the event that:
 - a) the court does not approve the sale to the Purchaser or the Vendor determines, in its sole discretion, not to seek court approval for any reason whatsoever; or
 - b) the Vendor is otherwise unable to complete the sale pursuant to the Court Order for any reason,then the Vendor shall have the right to terminate the Contract and upon the Vendor giving written notice to the Purchaser that it is so doing, the Contract shall be cancelled, without interest or deduction and the Purchaser will receive back any deposit paid as its sole and exclusive remedy. Written notice shall be deemed to be validly given if received by the agent, solicitor or notary for the Purchaser.
4. The Vendor shall not be required to furnish any title documents and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.
5. The Purchaser acknowledges and agrees that there are no representations and/or warranties with respect to the Property and/or any personal property therein, including without limitation the fitness, condition (including environmental condition), zoning or lawful use of the Property and agrees to accept the Property and any personal property remaining therein as of the completion date in an "as is where is" condition and subject to any outstanding work orders or notices of infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including sub-division agreements and easements.

6. The Purchaser acknowledges and agrees that the Vendor is making no representations and/or warranties whatsoever with respect to the Property and/or any personal property therein. The Purchaser acknowledges and agrees that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of revenue.
7. The Purchaser acknowledges and agrees that the fixtures and personal property on the premises are to be taken by the Purchaser at the Purchaser's own risk completely, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such fixtures and personal property. Without limitation, separate arrangements will have to be made by the Purchaser with any owner or secured creditor of any personal property in order for the Purchaser to take title to any personal property (notwithstanding any personal property viewed by the Purchaser at the Property on any given date and any terms of the Contract pertaining thereto).
8. The Purchaser further acknowledges and agrees that it is solely responsible for and shall perform its own due diligence on the Property and/or any personal property therein and that any information supplied, provided or to be provided to the Purchaser by the Vendor or its agents or representatives is and was supplied or provided without any representation or warranty, is and was supplied or provided solely for the Purchaser's convenience, and is, was or will be obtained from a variety of sources, and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Purchaser.
9. If the transaction that is the subject of the Contract does not complete for any reason, then the Purchaser shall promptly deliver to the Vendor all due diligence materials, analyses, reports, and any third-party or consultant studies, whether in written or electronic form, that were obtained, prepared, or used by the Purchaser in connection with the proposed transaction. The Vendor shall have the unrestricted right to use, rely upon and distribute such materials for its own purposes, including but not limited to, providing them to any future prospective buyer or other interested parties. The Purchaser hereby waives any claim or right to compensation or reimbursement for the delivery and use of such materials by the Vendor.
10. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulation in respect thereto.
11. The Purchaser waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Vendor and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Vendor and/or registered or beneficial owner(s) of the Property. In that regard, the Purchaser agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Vendor and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.

12. The Purchaser expressly acknowledges and agrees that the Purchase Price for the Property does not include Goods and Services Tax ("GST") or Provincial Sales Tax ("PST") or any other tax that may be applicable. The Purchaser will be liable for and shall pay all GST, PST and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Vendor to the Purchaser. On the completion date for the sale, the Purchaser will provide the Vendor with a certificate signed by the Purchaser or its officer confirming the Purchaser's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction that is the subject of the Contract as well as an indemnity in that regard in a form acceptable to the Vendor, and, in any event, the Purchaser shall pay any GST and PST and property transfer tax payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act. Purchaser shall obtain its own legal, accounting and other professional advice as to GST and PST and any other applicable taxes.
13. The Vendor shall provide the Purchaser with only those keys to the premises that are in its possession.
14. If the Property is occupied, then the Vendor, while still required to deliver vacant possession to the Purchaser, may wait to deliver vacant possession until after the Vendor has obtained and enforced a court order for vacant possession and any ancillary or related proceedings have concluded. The Purchaser acknowledges and agrees that if vacant possession is unavailable on the Possession Date, then the Purchaser must complete the purchase of the Property in any event. In such event, the Purchaser acknowledges and agrees that the Vendor shall not be liable to the Purchaser for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Vendor's failure to deliver vacant possession to the Purchaser on the Possession Date or thereafter provided that the Vendor makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Vendor considers advisable in its sole discretion.
15. The Purchaser acknowledges and agrees to provide the net sales proceeds to the Vendor by way of bank draft or certified cheque.
16. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.
17. The parties to this Agreement acknowledge and agree that the Vendor will not be responsible for paying any commission to a listing agent or any other realtor or agent if the Property is redeemed by the Vendor, or by the mortgagor of the Property or by any other person, such that the foreclosed mortgage is in good standing prior to closing of this transaction, or if the Vendor is restrained or enjoined from completing this sale by a Court of competent jurisdiction, or if the filing or registration of any document prevents the Vendor from giving good and clear title to the Purchaser, or if the Vendor is

otherwise not able to complete the sale pursuant to the Court Order, or if the Vendor sells the Property to a company or other person related to the Vendor, or if the Vendor directly introduces the Purchaser to the Property.

Vendor by Court Order

Purchaser

Per:

Per:

Per:

Per:



FORM 35 (RULES 8-4(1), 13-1(3) AND 17-1(2))

No. 33821
Cranbrook Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWE

THE CITY OF CRANBROOK

Petitioner

AND:

PEAK CRANBROOK PROPERTIES LTD.
DYNAMIC CAPITAL EQUIPMENT FINANCE INC.
PEAK INDUSTRIES (CRANBROOK) LTD.
APPLIED COMPRESSION SYSTEMS (2023) LTD.
FEDEX GROUND PACKAGE SYSTEM CORPORATION
ALL TENANTS OR OCCUPIERS OF THE SUBJECT LANDS AND PREMISES

Respondents

**ORDER MADE AFTER APPLICATION
(ORDER NISI OF FORECLOSURE)**

BEFORE) ASSOCIATE JUDGE KEIM) OCTOBER 6, 2025

On the application of the petitioner, THE CITY OF CRANBROOK, coming on for hearing at The Law Courts, 102 – 11th Avenue South, Cranbrook, B.C., on October 6, 2025 and on hearing Jonathan L. Williams, counsel for the petitioner, Kyla Shinkewski, counsel for APPLIED COMPRESSION SYSTEMS (2023) LTD., and no-one else appearing, although given notice in accordance with the rules of the court, and on reading the materials filed herein;

THIS COURT DECLARES AND ORDERS THAT:

- A. The mortgage and assignments of rents dated November 13, 2020 made between the respondent, PEAK CRANBROOK PROPERTIES LTD., as borrower, and THE CITY OF CRANBROOK, as lender, and registered in the Kamloops Land Title Office on November 16, 2020 under numbers CA8573182 and CA8573183 and modified by way of modification of mortgage registered under number CA8694522 (collectively, the “**Mortgage**”), is a mortgage charging the following lands:

East Kootenay Assessment Area
The Corporation of the City of Cranbrook
Parcel Identifier: 024-959-804
Lot A District Lots 28 and 2871 Kootenay District Plan NEP68546 Except Plan EPP47497

(the “**Lands**”)

to and in favour of the petitioner in priority to the interests therein or claims thereto of the respondents and their respective heirs, executors, administrators, successors and assigns, and any persons claiming by, through or under them.

Checked AF

- B. The respondent, PEAK CRANBROOK PROPERTIES LTD., has made default under the Mortgage and, as a result, the full balance due and owing thereunder is now due and payable to the petitioner.
- C. The amount of money due and owing under the Mortgage and the amount of money required to redeem the Lands is the sum of \$2,306,926.08 as of October 6, 2025 plus per diem interest currently at the rate of \$341.64 from and including October 7, 2025 subject to fluctuation based on changes to the Prime Rate and increases based on annual compounding.
- D. The rate of interest chargeable pursuant to the Mortgage is 1.00% per annum above the prime rate of Bank of Montreal as declared from time to time (“**Prime Rate**”), which Prime Rate is currently 4.70% per annum, so that the rate of interest chargeable under the Mortgage is currently 5.70% per annum, compounded annually, not in advance.
- E. The last date for redemption shall be APRIL 6, 2026.
- F. Upon the respondents, or any of them, paying into court to the credit of this proceeding at The Law Courts, 102 – 11th Avenue South, Cranbrook, B.C. V1C 2P3, or paying to the solicitor of record for the petitioner or, if no such solicitor exists then paying to the petitioner, the amount required to redeem the Lands as aforesaid, together with the petitioner’s costs of this proceeding at Scale A, on or before pronouncement of either an order absolute of foreclosure or an order confirming the sale of the Lands, the petitioner shall reconvey the Lands free and clear of all encumbrances in favour of it or any person claiming by, through or under it and shall deliver up, upon oath if required, all deeds, titles and documents in its custody, possession or power relating thereto to the respondents so paying or to whom they shall appoint.
- H. If the Lands not be redeemed, then the petitioner shall be at liberty to apply for an order absolute of foreclosure and upon pronouncement of the order absolute of foreclosure the respondents and all persons claiming by, through or under them shall henceforth stand absolutely debarred and foreclosed of and from all right, title, interest and equity of redemption in and to the Lands and all monies paid under the Mortgage shall become the property of the petitioner free from any right of the respondents and that thereupon the petitioner shall recover vacant possession of the Lands.
- I. The petitioner is granted liberty to apply to this court for a further summary accounting of any amounts due to the petitioner, including for interest, taxes, arrears of taxes, insurance premiums, costs, charges, expenses or otherwise since the date of the pronouncement of this order.
- J. All other relief sought in the petition is adjourned generally including judgment against the respondent, PEAK CRANBROOK PROPERTIES LTD.

- K. The petitioner is awarded its costs of the proceeding to date at Scale A and the basis or scale of any further costs shall be determined by the court, and the costs of the proceeding to date and any further costs so ordered shall be added to the amount required to redeem the Lands.
- L. Endorsement of this Order by counsel appearing on this application other than the petitioner is dispensed with.

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.



Signature of the lawyer for the petitioner, THE
CITY OF CRANBROOK, Jonathan L. Williams

BY THE COURT

REGISTRAR

No. 33821
Cranbrook Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE CITY OF CRANBROOK

Petitioner

AND:

PEAK CRANBROOK PROPERTIES LTD.
DYNAMIC CAPITAL EQUIPMENT FINANCE INC.
PEAK INDUSTRIES (CRANBROOK) LTD.
APPLIED COMPRESSION SYSTEMS (2023) LTD.
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ALL TENANTS OR OCCUPIERS OF THE SUBJECT LANDS AND PREMISES

Respondents

**ORDER MADE AFTER APPLICATION
(ORDER NISI OF FORECLOSURE)**

OWEN BIRD LAW CORPORATION

P.O. Box 1 - Vancouver Centre II
2900 – 733 Seymour Street
Vancouver, BC V6B 0S6
Attention: Jonathan L. Williams
File No. 42028-0000
