Winnipeg

**Community Services Department • Services communautaires**
*Licensing & Bylaw Enforcement • Permis et exécution des règlements*
395 Main Street • 395, Rue Main • Winnipeg • Manitoba • R3B 3N8
Tel./Tél. : 204-986-2234 • Fax/Téléc. : 204-986-4094 • www.winnipeg.ca

# COMPLIANCE ORDER

**SCHEDULE A**
**The Vacant Buildings By-law No. 79/2010**

**DATE: March 25, 2026**

**NOTICE TO: A B Kung Ltd.**

## ORDER NUMBER: 5336195
## RE: 748 BANNING ST
## LOT 1//2 PLAN 33551 60//63 ST JA TOG WITH ROW FOR ALL PURPOSES & AS APPURTENANT TO SAID LOT 2 OVER & UPON LOT 4 SAID PLAN

Folder: 26 134145 5336195 NO

An inspection of the premises at 748 Banning St (LOT 1//2 PLAN 33551 60//63 ST JA TOG WITH ROW FOR ALL PURPOSES & AS APPURTENANT TO SAID LOT 2 OVER & UPON LOT 4 SAID PLAN) in the City of Winnipeg revealed that you are in contravention of The Vacant Buildings By-Law 79/2010 in the following respects:

1. Schedule A Section 6(1) Every floor must be maintained: (b) free of holes or cracks and other defects that may be a fire, health or other hazard.
2. Schedule A Section 6(2) Any vertical opening on a floor, including service spaces, chutes, air vents and elevator shafts, must be covered or barricaded in a manner that prevents accident or injury.
3. Schedule A Section 12(1) Unless approved in writing by an enforcement officer, (a) combustible materials; or (b) flammable or combustible liquids or gases; must not be stored within a vacant building.

**OFFICER'S OBSERVATIONS:**
**Floor hazards - Vertical drop/holes in floor.**
**Combustibles throughout.**

**CORRECTIVE ACTION: Repair all areas with holes or cracks and other defects that may be a fire, health and safety hazard. Any vertical opening on a floor, including service spaces, chutes, air vents and elevator shafts, must be covered or barricaded in a manner that prevents accident or injury.**

You are hereby ordered to take such actions as are necessary to remedy the above noted contravention(s) by the compliance date stated below. All repairs to the subject dwelling shall be made in a manner accepted as good workmanship in the trade concerned and with materials suitable and sufficient for the purpose.

Any work involving structural changes to a building, or to a drainage or plumbing system, or to an electrical system, requires a permit from The City of Winnipeg.

-OR-

**Alternatively, you must obtain the necessary demolition permit and comply with the conditions set out in the Demolition Permit.**

The City has the right to register this Order by way of caveat against the property at the Land Titles Office.

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Tel./Tél. : 204-986-2234 • Fax/Téléc. : 204-986-4094 • www.winnipeg.ca

**COMPLIANCE DATE:** **June 25, 2026**

Issued by: Bylaw Enforcement Officer #3833

All enquiries regarding this notice and any conditions therein should be made to:
Licensing & Bylaw Enforcement Officer, at

## Failure to Comply

**Please be advised that, if you fail to comply with this order, the City is entitled to:**

1. Charge an Inspection Fee in the amount imposed by council.
2. Initiate a prosecution against you in Provincial Judges Court for failing to comply with The City of Winnipeg Vacant Buildings By-Law 79/2010 and/or for failing to comply with an order issued under the By-law. If convicted, you could face a penalty that will be imposed at the discretion of a Judical Justice of the Peace; and/or
3. Take actions or measures referred to in this Order to bring the property into compliance, and add the costs to the property taxes.
4. When applicable a $1000 monetary penalty will be added to the property taxes.

## Appeal

If you object to this Order, you are entitled to appeal it to the Standing Policy Committee on Property and Development, Heritage and Downtown Development. Your appeal must be in writing, and the appeal must be received by the City Clerk within (a) the date specified for compliance or (b) within 14 days of being served with this Order, whichever is earlier. A $250.00 administrative fee must be paid at the time you file your appeal - your appeal will not be accepted without the administrative fee. It is possible that the appeal body may refund this administrative fee if it concludes that the appeal has been made in good faith and has merit.
Your appeal should be addressed to:

The Standing Policy Committee on Property and Development, Heritage and Downtown Development
The City Clerk, Susan A. Thompson Building, 510 Main Street
Winnipeg, Manitoba R3B 1B9
Inquiries can be made to CLK-Appeals@winnipeg.ca or phone: 311

Late submissions will not be heard. Appeals must identify this Order and must include your name and address and should indicate what part of the Order you are appealing. A hearing date will be set by the City Clerk's Office and communicated to you. You are entitled to attend the appeal hearing and speak to the issues raised.

## IMPORTANT INFORMATION

**1. Empty Building Fee**
Effective July 18, 2024, all vacant buildings that have been the subject of three or more "Schedule A" inspections will be assessed an annual Empty Building Fee equal to the amount of 2% of the most recent assessed value of the vacant building.

Winnipeg

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**2. Fire Protection Service Fees**
Vacant Buildings under enforcement of the Vacant Buildings Bylaw 79/2010 that have one or more "Schedule A" (vacant building) inspections can be subject to fire protection service fees should they experience a fire. Any questions pertaining to fire protection service fees can be directed to the Winnipeg Fire Paramedic Service

---

For Office Use Only

Service Details: 1. (Downtown / C / ST. MATTHEWS)

"Exhibit 2" - Appeal - The Vacant Buildings By-law No. 79/2010 – 748 Banning Street – Compliance Order

April 7, 2026

TO: city clerk. SUSANA. THOMSON Building. 510 MAIN STREET

I WANT TO appeal THE ORDERED OF: 748 BANNING

- VACANT SECURITY ORDER - DATE ISSUE: MARCH 24. 2026
ORDER NUMBER: 5334744. FOLDER: 26 133378

- COMPLIANCE ORDER: ISSUE DATE: MARCH 25. 2026
ORDER NUMBER: 5336195. FOLDER: 26 134145 5336195 NO

YOUR TRULY.

A B KING LTD

Jennifer

JENNIFER TU

City Clerk's Department
Bureau du Greffier

REGISTERED MAIL RN 688 172 432 CA

April 8, 2026

File EX

A B Kung Ltd.

Attention: Jennerfer Tu

**Appeals – The Vacant Buildings By-law No. 79/2010 – 748 Banning Street**

This will acknowledge receipt of your communication dated April 7, 2026, appealing two Orders dated March 24, 2026 and March 25, 2026, from the By-law Enforcement Officer, Licensing and By-law Enforcement, Community Services Department, regarding provisions of The Vacant Buildings By-law No. 79/2010 for the premises located at 748 Banning Street.

Please be advised that the appeals will be heard by the Standing Policy Committee on Property and Development at its meeting on Monday, May 25, 2026, at 9:30 a.m. in the Council Building, 510 Main Street.

Please note that Section 22(3) of the Vacant Buildings By-law No. 79/2010 requires you to post Notice of Appeal signs for seven consecutive days prior to your appeal hearing date. Please call 204-986-2234 to make arrangements to pick up your signs. Failure to post the required signage is grounds to invalidate your appeals.

The purpose of the appeal hearings is to allow interested persons to make submissions, ask questions or register objections with respect to this matter.

If you wish to speak on these matters at the meeting, or submit documentation, please fill out the public representation form available at winnipeg.ca/publichearings and submit it prior to noon (12:00 p.m.), Friday, May 22, 2026 to make the necessary arrangements to register.

Information or documents concerning these matters are available for inspection in the City Clerk's Department, 510 Main Street, or can be accessed four business days prior to the meeting via the Decision Making Information System at winnipeg.ca/CLKDMIS. A description of the procedure to be followed at the hearing can be accessed at winnipeg.ca/publichearings

City Clerk's Department
Bureau du Greffier



Leah Cowan
Senior Committee Clerk

c. C. Fernandes, Director of Community Services
H. Borys, Director of Planning, Property and Development
T. Cormier, Acting Manager, Licensing & Bylaw Enforcement, Community Services Department
W. Black, Community By-law Enforcement Officer, Community Services Department
C. Burgess, Acting Administrative Coordinator, By-law Operations, Licensing & Bylaw Enforcement, Community Services Department

Winnipeg | Community Services
Services communautaires

# LICENSING & BYLAW ENFORCEMENT

Appearing before the Standing Policy Committee on Property and Development

| | |
|---|---|
| **Hearing Date** | May 25, 2026 |
| **Appeal Hearing of** | Order 5336195 issued under Vacant Buildings By-Law 79/2010 |

With respect to the property known as 748 Banning St

| | |
|---|---|
| **Appellant Name** | Jennifer Tu |
| **Property Owner** | A B KUNG LTD. |
| **Owner on record since** | October 25, 2007 |

Appeal of an order issued as allowed under section 116(2) of The City of Winnipeg Charter Act.

**Licensing & Bylaw Enforcement (LBE)** became involved with the above named property on or about April 2, 2015.

A By-law Enforcement Officer acting as a Special Constable for the City of Winnipeg for the enforcement of the By-law, issued the Order and affirms it was served by Registered Mail to owner in accordance with Section 117(1) of The City of Winnipeg Charter Act.

Does LBE involvement pre-date this ownership timeframe: **NO**

| | |
|---|---|
| Orders Caveated | 1 |
| Orders Re-issued | 0 |

## Enforcement Summary

| ACTION | DATE |
|---|---|
| Request for Service Received | 45 |
| Onsite Investigation | 107 |
| Declared Vacant | April 2, 2015 |
| Information Package | |
| # of Requests for Service (Community Complaints) | 19 |
| # By-law Orders Issues | 18 |
| # of Remediations performed by City | 3 |
| # of Enforcement Actions (tickets) | 11 |

## LBE Orders Issued

| Order # | Order Type | Issue Date | Compliance Date | Status |
|---|---|---|---|---|
| 15 132364 | Commercial Schedule A Order | June 4, 2015 | July 13, 2015 | Open |
| 2867375 | Littering and Garbage | August 13, 2019 | August 23, 2019 | Closed |
| 2867381 | Vegetation Control Order | August 13, 2019 | August 23, 2019 | Closed |
| 3361910 | Boarded Building Order | January 18, 2021 | February 2, 2021 | Closed |
| 2969031 | Littering and Garbage | December 2, 2019 | December 13, 2019 | Closed |
| 3079195 | Littering and garbage | April 29, 2020 | May 13, 2020 | Closed |
| 3122550 | Littering and Garbage | June 10, 2020 | June 23, 2020 | Closed |
| 3577302 | Littering and Garbage | July 21, 2021 | August 2, 2021 | Closed |
| 3888995 | Littering and Garbage | May 24, 2022 | June 2, 2022 | Closed |
| 4936872 | Vacant Security Order | January 29, 2025 | February 15, 2025 | Closed |
| 4657912 | Schedule A order | April 4, 2024 | July 4, 2024 | Open |
| 4657922 | Littering and Garbage | April 4, 2024 | April 15, 2024 | Closed |
| 4936868 | Littering and Garbage | January 29, 2026 | February 7, 2025 | Closed |
| 5003219 | Littering and Garbage | April 16, 2025 | April 28, 2025 | Closed |
| 5334744 | Vacant Security Order | March 24, 2026 | April 10, 2026 | Appeal |
| 5336195 | Schedule A order | March 25, 2026 | June 25, 2026 | Appeal |

## LBE Fees Assessed

| Invoice # | Invoice type | Date Payable | Status |
|---|---|---|---|
| 15 132365 | Vacant Building Inspection Invoice | June 12, 2015 | Paid |
| 16 169762 | Vacant Building Inspection Invoice | November 3, 2016 | Paid |
| 18 106940 | Vacant Building Inspection Invoice | February 2, 2018 | Paid |
| 19 110229 | Vacant Building Inspection Invoice | February 12, 2019 | Paid |
| 20 116934 | Vacant Building Inspection Invoice | February 28, 2020 | Paid |
| 21 123072 | Vacant Building Inspection Invoice | March 5, 2021 | Paid |
| 22 127822 | Vacant Building Inspection Invoice | March 23, 2022 | Paid |
| 23 130952 | Vacant Building Inspection Invoice | March 31, 2023 | Paid |
| 24 137324 | Vacant Building Inspection Invoice | April 17, 2024 | Paid |
| 25 136925 | Vacant Building Inspection Invoice | April 28, 2025 | Not Paid |

## Communication

| | |
|---|---|
| # of Phone calls | 34 |
| # of emails | 6 |
| # of in-person | 7 |

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 – 748 Banning Street – Compliance Order

Winnipeg | Community Services
Services communautaires

# INSPECTION REPORT

## INSPECTION DECLARATION OF PUBLIC NOTICE FOR:

Order Number : **5336195**

Folder Number : 26-134145-NO

Date of Appeal Hearing : **May 25, 2026**

**Appellant Information**

- **Name** : AB Kung Lt
- **Phone** : _____

1. The Notice of Appeal is to be erected by **the Appellant/Property Owner** in a manner that it is:
   a) no further than 3 feet from the front property line and
   b) in a manner that is not obstructed so that it is visible from the public right of way at the property of:

**Compliance Inspection:**

**748 Banning St**

**LOT 1/2 PLAN 33551 60/63 ST JA TOG WITH ROW FOR ALL PURPOSES & AS APPURTENANT TO SAID LOT 2 OVER & UPON LOT 4 SAID PLAN**

1. Premises Inspected on : May 19, 2026
2. Officer Badge Number : 2806
3. Notice posted in Compliance? : Affirmative
   a. Cause for Non-Compliance : _____ **the Notice of Appeal was not posted**
   b. Cause for Non-Compliance : _____ **the Notice of Appeal was posted further than 3 feet**
   c. Cause for Non-Compliance : _____ **the Notice of Appeal was not visible or obstructed**

**Sworn before me this day of:**
May 19, , 2026
**at The City of Winnipeg, in the Province of Manitoba**

2002

**A Commissioner of Oaths in and for the Province of Manitoba.**

**My Commission Expires:** 2027-01-20

**Name of By-law Enforcement Officer**
C. Burgess
**Signature of By-law Enforcement Officer**

**Badge Number:** 2806
**Licensing & By-Law Enforcement Services**

## INSPECTION PHOTOS







PUBLIC NOTICE
APPEAL HEARING
748 BANNING STREET
PUBLIC NOTICE
APPEAL HEARING
748 BANNING STREET
May 19, 2026 at 08:50:26
49.896733° N, 97.171863° W ±2.82m
Winnipeg, MB
BEC CB 2806

Property Address: **748 Banning Street**

**2015**


















Property Address: **748 Banning Street**

**2016**


















Property Address: **748 Banning Street**

**2017**
















Property Address: **748 Banning Street**

**2018**















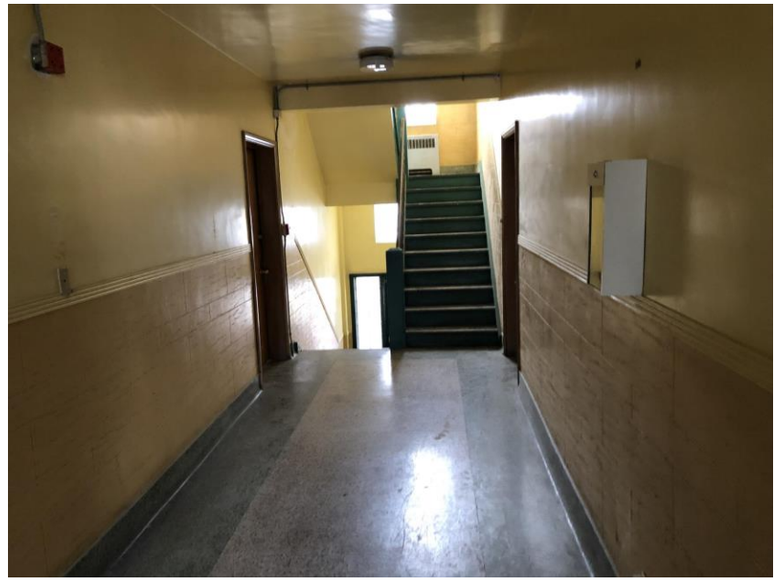



Property Address: **748 Banning Street**

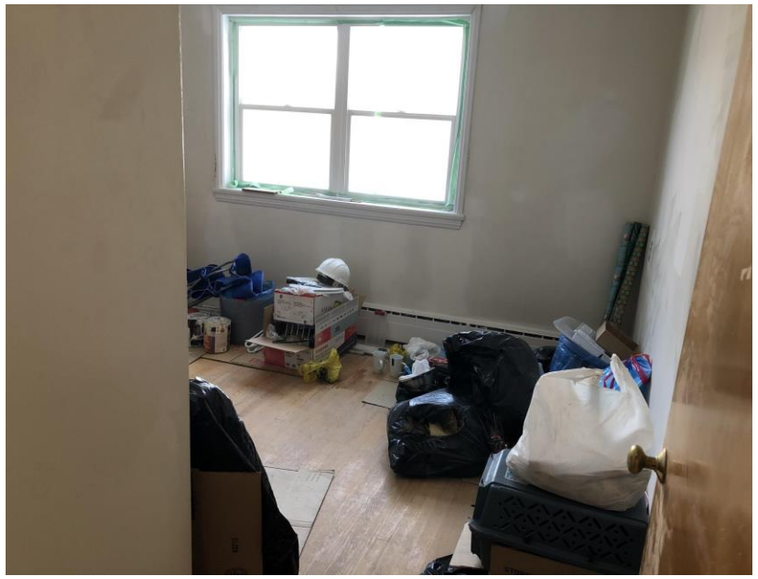
**2019**









Property Address: **748 Banning Street**

**2020**


















Property Address: **748 Banning Street**

**2021**
















Property Address: **748 Banning Street**

**2022**





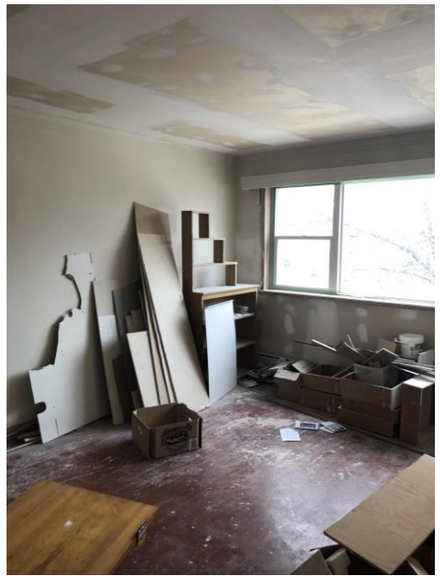


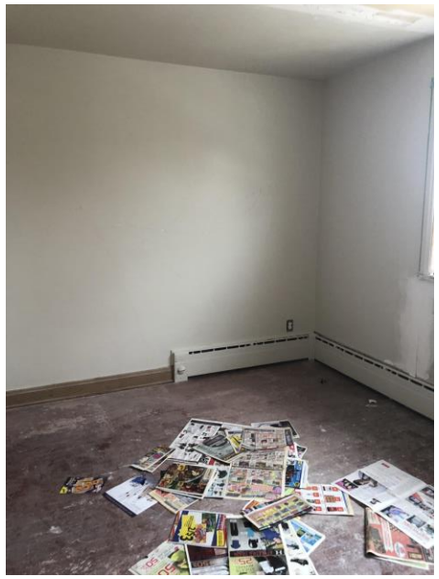










Property Address: **748 Banning Street**

**2023**


















Property Address: **748 Banning Street**

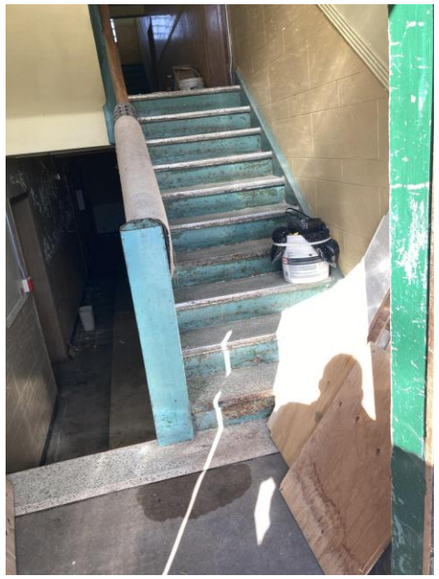
**2024**













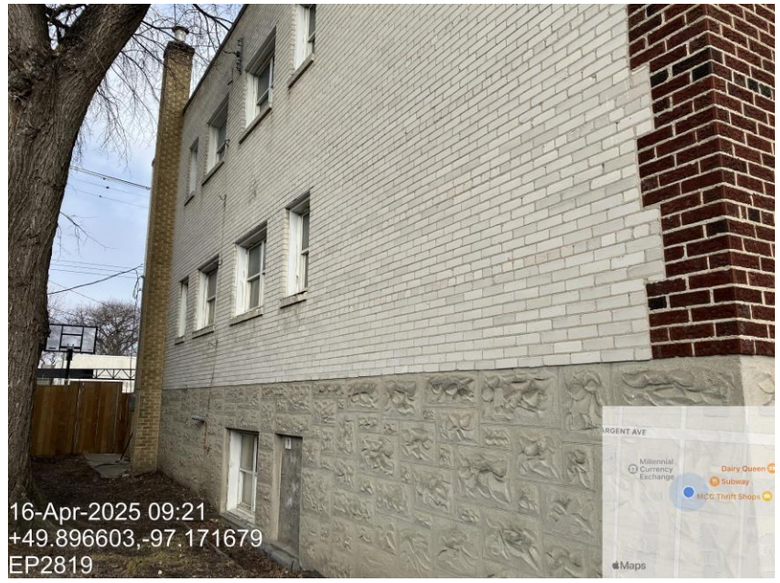
Property Address: **748 Banning Street**

**2025**





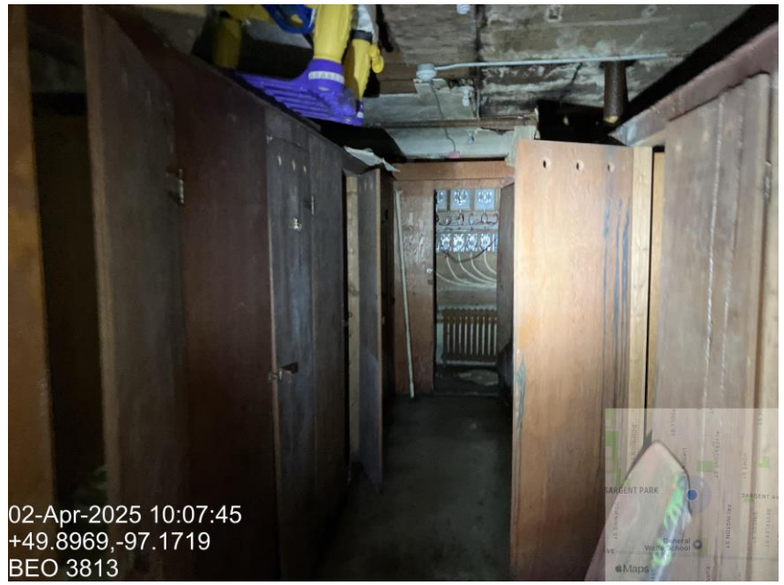








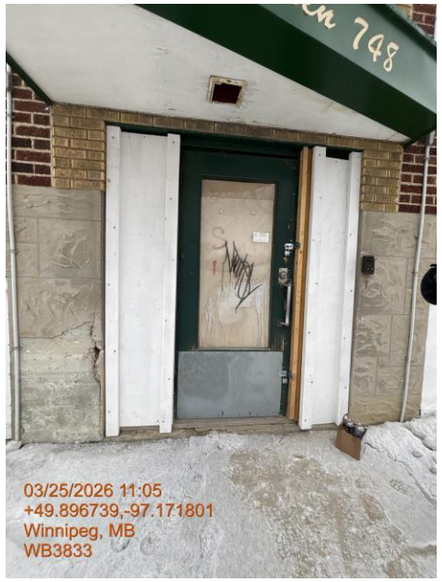


Property Address: **748 Banning Street**

**2026**



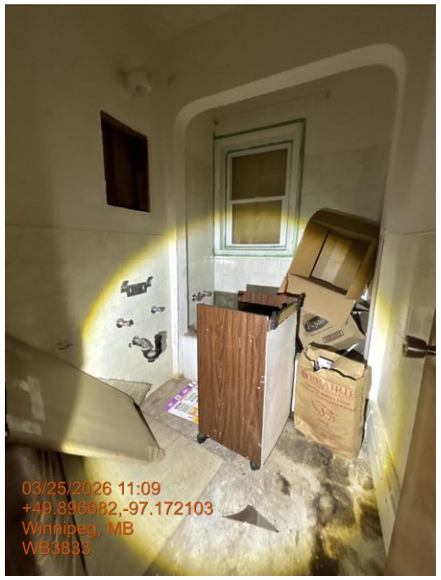






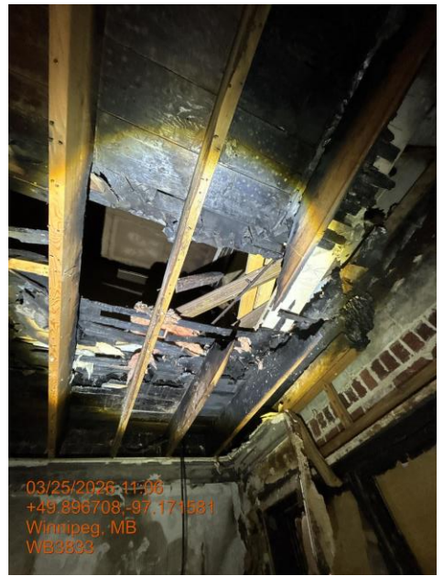


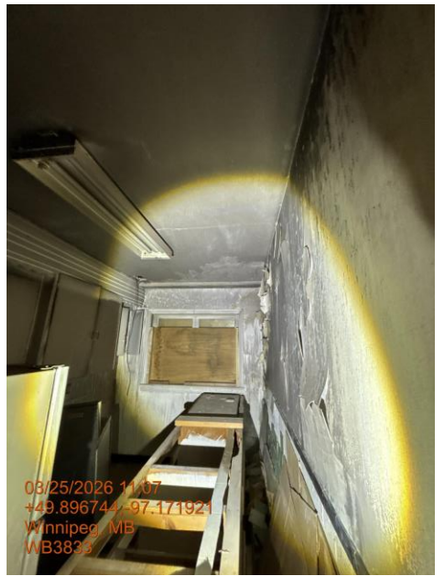


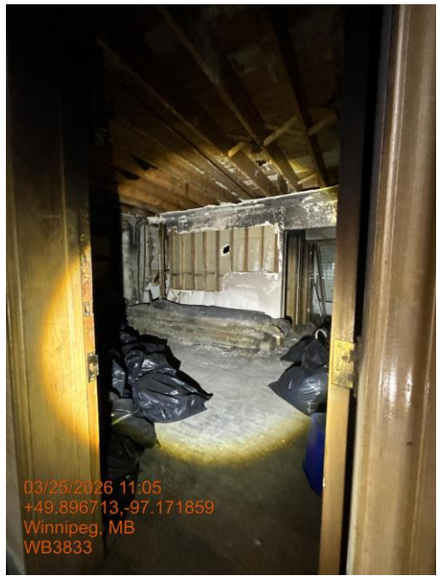








Name: City Clerk's Department

Fax Number:

Date: May 23, 2026 # of Pages: 19
(including cover sheet)

**FROM:**

Name: Jennerfer Tu

Contact Number:

**Subject:** Request to postpone hearing ☑ Urgent ☐ Please Reply

**Message:**

Please see the attachments for my request to postpone my hearing on May 25, 2026.

Templates by Vertex42.com

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

File EX

A B Kung Ltd.

Attention: Jennerfer Tu

**Appeals – The Vacant Buildings By-law No. 79/2010 – 748 Banning Street**

This will acknowledge receipt of your communication dated April 7, 2026, appealing two Orders dated March 24, 2026 and March 25, 2026, from the By-law Enforcement Officer, Licensing and By-law Enforcement, Community Services Department, regarding provisions of The Vacant Buildings By-law No. 79/2010 for the premises located at 748 Banning Street.

Please be advised that the appeals will be heard by the Standing Policy Committee on Property and Development at its meeting on Monday, May 25, 2026, at 9:30 a.m. in the Council Building, 510 Main Street.

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Information or documents concerning these matters are available for inspection in the City Clerk's Department, 510 Main Street, or can be accessed four business days prior to the meeting via the Decision Making Information System at winnipeg.ca/CLKDMIS. A description of the procedure to be followed at the hearing can be accessed at winnipeg.ca/publichearings



"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

September. I am unable to get a contractor to do repairs for at least a month due to their full schedule.

I also believed that the properties were going to be purchased by the Collaborative Housing Alliance REIT in "as is" condition, making repairs unnecessary. However, during the 40 day Due Diligence period, the Alliance chose not to purchase the properties. I got sick before they declined to purchase the properties and wasn't able to complete the necessary repairs.

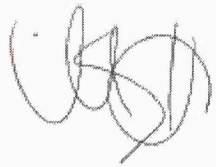
I will do my best to ensure the repairs are completed by the end of September but it depends on being able to secure a contractor. No one that I have contacted is even able to come out to do an estimate at this time. If the repairs haven't been able to be completed by the end of September, I would request another extension until I can hire a contractor.

Sincerely,

Jennerfer Tu

Jennerfer Tu

Sincerely,



Mohammad Shanti (Clinic), MD
**Electronically Reviewed to Expedite Delivery**



"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

**Street, Winnipeg, Manitoba**

The Vendor accepts the above noted Offer to Purchase and all its terms and conditions subject to the following amendments, exceptions and /or additions:

**Purchase Price**

1) **Clause 1** The Purchase Price is amended to [redacted] Thousand Dollars [redacted]

2) **Clause 1(a) & (b)** Initial Deposit and Second Deposit payable to Century 21 Carrie Realty, in Trust.

3) **Clause 1(c)** Further Payment amended to [redacted] Thousand dollars [redacted]

**Purchaser's Conditions**

~~1) **Clause 7 (c)(d)(e)(f)(g)(h)(i)**~~ Due Diligence of forty (40) calendar days shall commence upon offer acceptance date.

**Agency Representation**

1) **Clause 30** Reference to MMI Group Inc. deleted and replaced by Avison Young Commercial Real Estate (Manitoba) Inc.

This Acceptance and Counter Offer to Purchase shall be open for acceptance by the Vendor until **9:00 PM** on the **13th day of March, 2026** after which time, if not accepted by the Purchaser this Acceptance and Counter Offer shall be null and void.

(Signatures on Following Page)



"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

Banning Street, both in the City of Winnipeg, in the Province of Manitoba and legally described as:

748 Banning Street:

SP LOTS 1 AND 2 PLAN 33551 WLTO
TOGETHER WITH A RIGHT OF WAY FOR ALL PURPOSES AND AS APPURTENANT TO SAID SP LOT 2, OVER AND UPON SP LOT 4 ON SAID PLAN IN RL 60 TO 63 PARISH OF ST JAMES

757 Banning Street:

LOTS 34 AND 35 BLOCK 2 PLAN 205 WLTO (W DIV)
EXC OUT AND BOTH SAID LOTS THE ELY 8 FEET IN RL 63 PARISH OF ST JAMES

(collectively, the "Property")

on the following terms and conditions: See page 1 of "acceptance and Counter-offer"

**1. Purchase Price**. The purchase price shall be $1,983,750.00 (the "Purchase Price") payable as follows:

| | | |
|---|---|---|
| (a) | An initial deposit payable by cheque to the Vendor's solicitor and delivered within five (5) business days following acceptance of this Offer; | $50,000.00 |
| (b) | A further deposit payable by cheque to the Vendor's solicitor and delivered five (5) business days after the date on which all of the Purchaser's conditions and Vendor's conditions, if any, have been either satisfied or waived; | $50,000.00 |
| (c) | A further payment plus or minus adjustments (payable by solicitor's trust cheque or by certified cheque) to the Vendor's solicitor on or before the Closing Date (as hereinafter defined) or by the proceeds of a new first mortgage (the allocation between cash and the new first mortgage to be in the Purchaser's discretion). | $1,883,750.00 |

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

**2. Deposit.**

(a) The monies paid to the Vendor's solicitor pursuant to Section 1 (the "Deposit") shall be deposited, after acceptance of this Offer, in the trust account for the Vendor's solicitor with interest accruing to the account of the Purchaser from the date of the deposit until the earlier of the Closing Date or the time the Deposit is returned to the Purchaser if the Deposit is returned in accordance with the terms of this Offer. Upon the closing of this transaction the Deposit shall be paid over to the Vendor as part of the Purchase Price when the Vendor has carried out its obligations under this Offer, and any interest earned on the Deposit that has accrued to the account of the Purchaser shall be paid to the Purchaser.

(b) The Deposit (together with interest earned thereon) shall be fully refundable to the Purchaser in the event of a termination of this Offer for failure to satisfy or waive the Purchaser's conditions or the Vendor's conditions. After satisfaction or waiver of all of the Purchaser's conditions and the Vendor's conditions, the Deposit shall be non-refundable to the Purchaser and, if the Purchaser fails to complete the purchase on the Closing Date, shall be payable to the Vendor together with interest earned thereon, as liquidated damages and without prejudice to any claim that the Vendor may have as a result of such default by the Purchaser, unless the transaction is not completed as a result of a default by the Vendor.

(c) If the transaction is not completed as a result of a default by the Vendor, the full amount of the Deposit, together with all interest earned thereon, shall be forthwith refunded to the Purchaser, without prejudice to any claim that the Purchaser may have as a result of such default by the Vendor.

**3. Property Included in Purchase Price.** The Purchase Price shall include all buildings, structures, erections, fencing, improvements, appurtenances and fixtures situated in or upon the land forming part of the Property, if any, and all systems, machinery and equipment used or intended to be used in connection with the operation and maintenance thereof, if any (the "Building"), including, but not limited to, all electrical fixtures, panels and switch boxes, heating fixtures and equipment, air conditioning units and equipment, plumbing and bathroom fixtures as installed, doors, window blinds, partitions, power wiring and installations, pumps and compressors, washers, dryers, dishwashers, refrigerators, stoves and other household appliances (the "Equipment") which are now situate on the land forming part of the Property, if any, all of which are to be free and clear of all liens, charges, encumbrances and security interests. For clarification, wherever the term Property is used herein it includes the Property, the Building, and the Equipment.

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

between Vendor and Purchaser in writing (the "Closing Date") which shall be the date on which vacant possession of the Property is to be given to the Purchaser.

**6. Adjustments.** All realty taxes, security deposits, rentals, mortgage interest, or any mortgage being assumed, charges under any maintenance or other contract assumed by the Purchaser and any other item normally adjusted for in a transaction of this nature shall be adjusted for proportionately on the Closing Date, with the Closing Date to be for the account of the Purchaser. Provided that any rents or other amounts due from tenants for the month in which the Closing Date falls which have not been received by the Closing Date shall be prorated to the Closing Date as and when received by the Purchaser, and the Purchaser shall remit to the Vendor the Vendor's pro rata share of such amounts upon determination. The Purchaser shall use its reasonable commercial efforts to collect any such amounts. All delinquent rents or other amounts due from any tenants other than for the month in which the Closing Date falls shall be applied by the Purchaser to then current delinquencies and the balance, if any, shall be paid to the Vendor to be applied to delinquencies attributable to the period before the Closing Date. Provided further that if any adjustment cannot be accurately determined at the Closing Date, the parties shall make further adjustments on a post-closing basis as may be necessary to reflect the provisions hereof, as soon as the amounts in question have been finalized and determined but, in any case, not later than twelve (12) months from the Closing Date. The Purchaser shall be responsible for land transfer tax, if any, payable in connection with the registration of the transfer of the title to the Property.

**7. Purchaser's Conditions.** This Offer shall be subject to the following conditions for the benefit of the Purchaser and shall be terminated unless these conditions are satisfied or waived by the time set out herein for completion:

(a) The representations and warranties of the Vendor contained herein shall be true and correct as at the Closing Date, with the same force and effect as if such representations and warranties were made at and as of such time, and all of the terms, covenants and conditions of this Offer to be complied with by the Vendor shall have been complied with in all material respects;

(b) The Purchaser shall have ~~ten (10) business days from the acceptance of the Offer (the "Legal Approval Date")~~ 40 calendar days from offer acceptance date to obtain its lawyer's approval of this Offer as to form and content;

(c) The Purchaser shall have sixty ~~(60) calendar days from the Legal Approval Date (the "Board Approval Date")~~ 40 calendar days from offer acceptance date to obtain board and trustee approval of the transaction satisfactory to the Purchaser in its sole discretion;

(e) The Vendor shall deliver to the Purchaser by ~~the Legal Approval Date~~ any structural, mechanical and electrical drawings, roof reports, environmental reports, mechanical reports, surveyor's certificate, building location certificate, zoning memorandum, current realty tax assessments and property tax bills. The Purchaser shall then have ~~sixty (60) days from the Legal Approval Date~~ to review and approve same; 40 calendar days from offer acceptance date

(f) The Purchaser shall have sixty ~~(60)) days from the Legal Approval Date~~ 40 calendar days from offer acceptance date to review and approve the title to the Property and ascertain that the Property and its uses, including proposed uses, complies or will comply with all building, zoning and use restrictions affecting the Property;

(g) The Purchaser shall have ~~sixty (60) days from the Legal Approval Date~~ 40 calendar days from offer acceptance date to obtain an environmental assessment of the Property satisfactory to the Purchaser in its sole discretion;

(h) The Purchaser shall have ~~sixty (60) days from the Legal Approval Date~~ 40 calendar days from offer acceptance date to satisfy itself with respect to the condition of the Building including, but not limited to, all mechanical, electrical, heating and air conditioning equipment as well as the roof and structural condition of the Building; and

(i) The Purchaser shall have ~~sixty (60) calendar days from the Board Approval Date (the "Provincial Approval Date")~~ 40 calendar days from offer acceptance date to obtain approval from the Province of Manitoba of the transaction satisfactory to the Purchaser in its sole discretion.

**8. Vendor's Conditions.** This Offer shall be subject to the following conditions for the benefit of the Vendor and shall be terminated unless these conditions are satisfied or waived by the time set out herein for completion:

(a) The Vendor shall have ten (10) business days from the acceptance of the Offer to obtain its lawyer's approval of this Offer as to form and content.

**9. Satisfaction of Conditions:** The foregoing conditions contained in the preceding two sections are conditions inserted herein exclusively for the benefit of the Purchaser (or Vendor as the case may be), as conditions precedent to the Purchaser's obligation (or the Vendor's obligation as the case may be) to complete the purchase (or the sale as the case may be), and if not satisfied by the time each such condition is due, any one or more of the Purchaser's conditions may be waived by the Purchaser at any time prior to the time it is due and any one or more of the Vendor's conditions may be waived by the Vendor at any time prior to the time it is due; and once

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

(a) To pay the Purchase Price on the Closing Date in the manner specified herein and to otherwise observe, perform and comply with the terms and conditions contained herein which are the responsibility of the Purchaser.

**11. Vendor's Representations, Warranties and Covenants.** The Vendor represents, warrants and covenants with the Purchaser that:

(a) The Vendor is duly existing and governed by the laws of Manitoba and has the necessary authority, power and capacity to sell the Property, to enter into this Offer and to carry out this Offer, the documents and transactions contemplated herein on the terms and conditions herein and therein contained;

(b) The obligations hereunder and the documents and transactions contemplated herein have been duly authorized and constitute legal, valid and binding obligations of the Vendor, enforceable against the Vendor in accordance with their terms;

(c) There is not now and will not at the Closing Date be:

(i) Any agreement, right or option for the purchase of the Property other than the agreement resulting from an acceptance of this Offer;

(ii) Any lease, right-of-way or other easement howsoever created upon, over or in respect of the Property except for any now registered against the title to the Property, if any, which the Purchaser shall assume; and

(iii) Any other encumbrance, lien, charge or registration in respect of the Property except for any development, zoning or building restriction agreements now registered against the title to the Property, if any, which the Purchaser shall assume, and except for the Vendor's financing charges, if any, which shall be discharged by the Vendor from the sale proceeds.

(d) The Vendor has no notice of or knowledge of any development, zoning or building restrictions or covenants in respect of the Property, other than those registered against the Property, which are in any way adverse to its interest therein.

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

(ii) there are no pending or outstanding orders or directives of which the Vendor has received notice relating to the Property (including without limitation with respect to any environmental matters) requiring any work, repairs, construction or capital expenditures with respect to the Property and/or the conduct of any business relating thereto;

(iii) there are no writs, injunctions, orders or judgments outstanding, statements of claim or lawsuits, other claims, pending litigation orders, proceedings or investigations pending or threatened and no claims which would result in litigation (including without limitation any action pending or threatened by an adjacent land owner relating to the use of the Property by the Vendor) with respect to the ownership, use, maintenance or operation of the Property;

(iv) no notices of violation of any of the matters referred to in subparagraphs (i) to (iii) inclusive relating to the Property or the use of the Property have been received by the Vendor; and

(v) there are no pending or threatened special assessments, local improvement levies, development charges or any other governmental assessments pertaining to the Property.

(g) At the Closing Date all accounts for work, labour and materials with respect to the Property shall have been fully paid and the time for filing liens pursuant to *The Builders' Liens Act* (Manitoba) shall have expired without any liens having been filed.

(h) There are no service or maintenance contracts or any other contracts relating to the Property to which the Vendor is a party other than those which will be terminated by the Vendor on or before the Closing Date.

(i) The Vendor has not received any complaint, order or direction from any competent authority concerning the use of or condition of the Property under any applicable statute, law, by-law, regulation or ordinance affecting the use and occupation of or condition of same, other that any complaint, order or direction complied with by the Vendor.

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

(l) The Vendor has no knowledge of any expropriation proceedings or any action, proceeding or investigation pending or threatened (or any basis therefor) which either affect or may affect the title of the Vendor to the Property or the validity and enforceability of this Offer, or the ability of the Vendor to carry out the terms of this Offer.

(m) To the best of the Vendor's knowledge, no hazardous material, waste, pollutant or similar substance that may impair or adversely affect the natural environment, injure or damage property, human, animal or plant life, impair or adversely affect the health or safety of any person or that is regulated under any environmental law is present above, upon, within or beneath the ground surface of, or is migrating to or from, any of the Property, except in compliance with any federal, provincial or local law, statute, ordinance, code, rule, regulation, order, protocol, standard, judgment, decree, injunction, guideline or legally enforceable requirement of any governmental authority currently in effect.

(n) All structures and improvements comprising the land forming part of the Property are wholly situate within the boundaries of the Property and there shall be no encroachments of any improvements on, to or from the adjoining properties onto the land forming part of the Property, and the locations of the Building, structures and improvements comprising the Property comply and conform with all municipal government laws and regulations and other applicable restrictions, and do not encroach upon any easement or utility right of way on the land forming part of the Property.

(o) As of the Closing Date, all municipal taxes, rates, levies and assessments due with respect to the Property and improvements thereon will have been paid in full by the Vendor and there will be no charges in respect of the Property except as currently set out as a charge on the annual real property tax statements applicable to the Property which the Purchaser shall assume.

(p) The Vendor is the sole registered and beneficial owner of the Property.

(q) No bankruptcy, insolvency or receivership proceedings have been instituted or threatened or are pending against the Vendor.

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

title to the Property free and clear of all liens, charges, mortgages, encumbrances and registrations. There are no permitted encumbrances and all encumbrances registered on title to the Property shall be discharged by the Vendor at the Vendor's sole cost and expense. As of the date hereof, there are no liens, charges, mortgages, encumbrances and registrations on the Property other than the following, all of which are to be discharged by Vendor prior to the Closing Date at the Vendor's sole cost and expense:

757 Banning Street: Caveat No. 3385478/1, Caveat No. 3551273/1, Builders Lien No. 4792182/1, Request to Issue Notice No. 4800748/1, Caveat No. 5335101/1 and Certificate of Judgment No. 5710461/1

748 Banning Street: Caveat No. 3385477/1, Caveat No. 3551274/1, Builders Lien No. 3857320/1, Certificate of Judgment No. 4241355/1, Caveat No. 4933307/1, Caveat No. 5270892/1 or Certificate of Judgment No. 5710461/1

The representations and warranties contained in this Offer shall not merge, be extinguished or come to an end upon the closing of the transactions contemplated hereby, but rather shall survive the closing for twenty-four (24) months after the Closing Date, and thereafter shall be of no further force or effect, except to the extent the Purchaser gives the Vendor notice in writing of a breach prior to the expiry of such survival period.

**12. Limited Representation Being Made by the Vendor.** The Purchaser agrees to accept the Property on the Closing Date as it exists as of the date of this Offer provided the Vendor has complied with its obligations hereunder and subject to the foregoing representations and warranties. The Purchaser acknowledges and agrees that the Vendor has not made, does not make and shall not be required to provide any warranty or representation with respect to the condition of the Property, environmental or otherwise, or with respect to any other matter except as specifically set out herein. The Vendor shall have no other liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or any work required thereto, environmental or otherwise and will have no obligations or responsibility to the Purchaser after closing with respect to any matter related to the Property unless set out herein. The Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, subject to the representations and warranties of the Vendor expressly set out herein.

**13. Return of Information.** If the transaction contemplated pursuant to this Offer is not completed for any reason, then the Purchaser shall promptly return to the Vendor all documents, and copies thereof, delivered to the Purchaser by the Vendor.

damage or to assume the benefit of the Vendor's insurance policy, and to complete the purchase; or (b) cancel this transaction and thereupon have the Deposit including interest earned thereon returned to the Purchaser without interest or penalty whereupon this Offer shall be terminated.

**16. Conduct to Closing.** Pending completion of the sale, the Vendor will not encumber the Property or negotiate or complete any new lease or renewals of existing leases with respect to the Property, except with the express written consent of the Purchaser; will maintain the Property in its present state except for normal wear and tear; will hold all insurance policies in good standing and the proceeds thereof in trust for the parties as their interests may appear; will maintain in good standing all service, maintenance and management contracts and other contracts or agreements of similar nature relating to the Property; and will ensure that all warranties respecting the Building or the Equipment are maintained in good standing to the Closing Date.

**17. Vendor's Closing Deliveries.** On or before the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

(a) Statement of Adjustments, to be provided to the Purchaser no later than three (3) business days before the Closing Date.

(b) Evidence of payment of any real property taxes, business taxes, local improvements and assessment rates, hydro-electric charges, water rates, charges under maintenance or other contracts with respect to the operation of the Property required to be paid by the Vendor to the Closing Date and all such other items as the parties hereto may mutually agree upon.

(c) Transfer of title to the Property in registerable form in favour of the Purchaser or its nominee subject only to those encumbrances which the Purchaser agrees to or is required to assume as set out herein. The transfer of land shall vest title to the Property in the name of the Purchaser or its nominee free and clear of all liens, charges and encumbrances.

(d) A bill of sale in respect of any chattel property included in this transaction.

(e) All contracts, agreements and warranties which the Vendor may have in relation to the Property which the Purchaser is assuming and assignments thereof.

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

(i) A certificate of an officer of the Vendor confirming that the representations and warranties contained in the section above entitled Vendor's Representations, Warranties and Covenants are true and correct as at the Closing Date with the same force and effect as if each of such representations and warranties were made at and as of the Closing Date.

(j) A mutual undertaking to readjust for any items not determinable on the Closing Date as contemplated by the adjustment provisions contained herein.

(k) Evidence of discharge of all encumbrances registered on the titles to the Property.

**18. Purchaser's Closing Deliveries.** On or before the Closing Date, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

(a) A solicitor's trust cheque, bank draft or certified cheque payable to the Vendor's lawyer for the balance of the Purchase Price, subject to the adjustments provided for herein or, if part of the Purchase Price is being paid by way of the proceeds of a mortgage arranged by the Purchaser as set out herein, for the difference between the outstanding balance of the Purchase Price and the expected net proceeds of the Purchaser's new mortgage;

(b) A mutual undertaking to readjust for any items not determined on the Closing Date as contemplated by the adjustment provisions contained herein; and

(c) A declaration and indemnity regarding registration of the Purchaser for the purposes of goods and services tax ("GST") if required pursuant to the Goods and Services provisions contained herein.

**19. Goods and Services Tax.** With respect to any GST payable pursuant to the Excise Tax Act (Canada) (the "Act") as a result of this transaction, and only to the extent GST is actually payable as a result of this transaction, the parties agree as follows:

(a) subject to subsection (b) below, the Purchaser shall pay to the Vendor on the Closing Date by certified or solicitor's trust cheque all GST payable as a result of this transaction in accordance with the Act, and the Vendor shall remit such GST to the Receiver General for Canada when and to the extent required by the Act;

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

of the Purchaser set out in this section together with all loss, costs and expenses resulting from such breach; and

(d) the provisions of this section shall survive the closing of this transaction.

**20. Access to Property.**

(a) From and after the date of acceptance of this Offer, the Purchaser, its consultants and employees shall, subject to the rights of any existing tenants of the Property, have reasonable access to the Property upon reasonable prior notice to the Vendor, at the Purchaser's sole risk and expense for the purpose of making any of the Purchaser's inspections, including without limitation physical and structural inspections, tests and environmental audits. Such access shall be in the company of a representative of the Vendor if requested by, and reasonably accommodated by, the Vendor.

(b) The Purchaser hereby indemnifies the Vendor against any and all damage to the Property, and any claims made against the Vendor, directly or indirectly, arising out of such access and inspections by the Purchaser, its consultants or employees. The Purchaser shall repair forthwith any damage to the Property arising from such access and inspections at the Purchaser's expense.

(c) The Purchaser shall be permitted to conduct inspections of records held by government departments concerning the Property, at its sole cost and expense, as part of its due diligence inquiries.

**21. Confidentiality.** The Purchaser shall keep in strict confidence all non-public confidential information of the Vendor obtained with respect to the Property until such time as the closing herein is completed. The Purchaser agrees to instruct its agents, advisers and consultants to comply with the provisions of this section. The Purchaser shall also keep in confidence all such information and all discussions between the Vendor and the Purchaser with respect to the Property in connection with the review by the Purchaser of the Property except that nothing herein contained shall restrict or prohibit the Purchaser from disclosing confidential information in or in connection with any legal proceeding arising out of this Offer to which the Purchaser is a party or to the extent necessary to satisfy the Purchaser's Conditions in Section 7 hereof.

**22. Nomination.** The Purchaser shall have the right to nominate in writing any person, firm or corporation, including, without limitation, a corporation to be hereinafter incorporated, to take title

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

**24. Further Assurances.** Each of the Vendor and Purchaser shall from time to time at the request of the other execute and deliver all such documents, and do all such acts and things as the other acting reasonably may from time to time request be executed or done in order to better evidence or perfect or give effect to any provision of the agreement formed by acceptance of this Offer or any of the respective obligations intended to be created hereby.

**25. Governing Law.** This Offer shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada applicable herein.

**26. Entire Agreement.** This Offer constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material, any representations or writings whatsoever made by or on behalf of either of the parties or their respective agents not expressly incorporated herein in writing.

**27. Headings.** The insertion of headings in this Offer are for convenience of reference only and shall not be considered in or affect its interpretation or construction.

**28. Gender and Enurement.** This Offer and its acceptance is to be read with all changes of gender or number required by the context, and this Offer shall enure to and be binding upon the heirs, executors, administrators and assigns of the parties to it.

**29. Notices.** Any notice required or permitted to be given under this Offer may be sufficiently given by personal delivery, by sending the same by prepaid registered mail (with acknowledgement of receipt requested) addressed to the party to whom it is being given or by transmission via electronic facsimile or e-mail to the parties hereto as follows:

to the Purchaser:

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order

_____

_____

Attention:
Email:

and the Vendor's Solicitor:

_____

_____

_____

Attention:
Email:

Any notice or other document so mailed shall be deemed to have been received (3) days following the date of mailing, or in the case of facsimile or e-mail, the later of 9:00 a.m. (local time) on the first business day following delivery or eight (8) hours after its transmissions by facsimile or electronic mail facilities. In the event of interruption of mail services through strike or similar reasons, all notices or delivery must be made by personal delivery, electronic facsimile transmission or e-mail. → Avison Young Commercial Real Estate (Manitoba) Inc.

Clause

**30. Agency Disclosure and Brokerage Commissions.** The parties acknowledge and agree that ~~MMI Group Inc.~~ represents the Purchaser and Century 21 Carrie Realty represents the Vendor. The Vendor shall be responsible for all commissions payable in this transaction which shall be equal to three percent (3%) of the Purchase Price, plus GST, split 50-50 between ~~MMI Group Inc.~~, and Century 21 Carrie Realty. **3% of $2,350,000 = $70,500 + GST ($3525) = Total payable: $74,025**

Avison Young Commercial Real Estate (Manitoba) Inc.

**31.** No Shop. Notwithstanding that the Purchaser's purchase of the Property remains conditional on the satisfaction or waiver of the Purchaser's conditions contained herein, the Vendor shall immediately cease, and shall cause to be ceased, all marketing and offering for sale of the Property and the Vendor will not, directly or indirectly, seek, solicit, pursue, respond to or entertain any "backup" offer for the Property. The Vendor covenants to respond to any inquiries or potential offers on the Property following its acceptance hereof by indicating that same has been sold, and will deal exclusively with the Purchaser and no others with respect to the Property.

**32. Acceptance and Application of Deposit.** The Vendor shall have until 4:00 p.m. CST on the day that is five (5) business days from the date of the Purchaser's signature below to accept this Offer, after which the Offer will be null and void and the Deposit, if any, returned to the Purchaser.

*Signature page to follow*

## ACCEPTANCE

The Vendor hereby accepts the above offer and agrees to and with the Purchaser to duly complete the sale of the Property on the terms and conditions contained herein and to observe and perform the covenants and undertakings herein set out.

Dated by the Vendor this _____ day of March, 2026.

**VENDOR**
**A B Kung Ltd.**

PER: Jennifer Tu
signature (I have the authority to bind the corporation)

Jennifer Tu
print name

"Exhibit 4" - Appeal - The Vacant Buildings By-law No. 79/2010 - 748 Banning Street - Compliance Order