Prince George
Registry No. 0934298

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

J. A. BRINK INVESTMENTS LTD.

PLAINTIFF

AND

B.C.R. PROPERTIES LTD.

DEFENDANT

NOTICE OF CIVIL CLAIM

CLAIM OF THE PLAINTIFF

This action has been started by the Plaintiff(s) for the relief set out in Part 2 below.

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

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the Plaintiff(s),

(a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

Part 1: STATEMENT OF FACTS

1. The Plaintiff J.A.Brink Investments Ltd. is a company incorporated pursuant to the laws of British Columbia having a registered office at 900 - 550 Victoria Street, in the City of Prince George, in the Province of British Columbia.

2. The Defendant, BCR Properties, is a company incorporated pursuant to the laws of British Columbia having a registered office at 1200 Waterfront Centre, 200 Burrard Street, in the City of Vancouver, in the Province of British Columbia.

3. The Defendant is the registered owner in fee simple of lands and premises located in Prince George, British Columbia. Legally described under two separate Property Identifier numbers, namely: PID 015-047-652 and PID 015-048-781, with both properties being contiguous and within District Lot 749, Cariboo District, and collectively having a street address of 1077 Boundary Road, Prince George, BC (hereinafter referred to as the "Premises"). The Premises were located within the boundaries of the City of Prince George ("the City"), and was subject to the City's bylaws, development and subdivision procedures.

4. On April 21, 2005, Brink Forest Products Ltd. ("Brink") and JAB Properties Inc. executed an Offer to Lease agreement with the Defendant for the Property which contained an option to purchase the Premises (hereinafter referred to as the "Offer to Lease").

5. JAB Properties Inc. sold and assigned all of its rights, title, and interest in and to the Offer to Lease to 525073 B.C. Ltd. which subsequently undertook a legal name change to J.A. Brink Investments Ltd., the Plaintiff in the herein action.

6. John Brink ("Mr. Brink"), the President, director and sole shareholder of the Plaintiff has

been involved in the Forest Industry in British Columbia nearly fifty years. He has constructed and modified numerous sawmills and value added manufacturing facilities such as finger-joint plants (end gluing of small pieces of lumber to make higher quality,

longer pieces of lumber); and re-manufacturing facilities (cutting the defects out of longer, wider lumber in order to make two-by-fours and other products in both Canada and his native Holland. Throughout his life he has played a key role in pioneering, designing, constructing and operating such facilities.

7. Prior to 2005, Mr. Brink, for various business reasons, wanted all his manufacturing facilities to be consolidated in one area. His plan included the construction of a sawmill, a log sorting facility, and the consolidation of his existing facilities on the Premises, which include three finger-joint lines, a re-manufacturing plant as well as the construction of a new pellet plant on the Premises. In designing this complex, Mr. Brink determined he would need at least 100 acres in order to bring his plan to fruition.

8. At about the same time, the Government of British Columbia through legislation directed the Defendant to sell all of the real estate assets which it held. At the time, the Defendant was the largest holder of industrial real estate in the Province of British Columbia. One of the Defendant properties in the Prince George area was a large tract of land on which a number of sawmills and other plants were located. The Defendant had surveyed this tract of land, and had plans to subdivide it into smaller parcels. One of those parcels was ideally suited to fit the Plaintiff's development and consolidation plans.

9. The Plaintiff wanted operations to commence within a year and advised the Defendant of this. Time was critical, in that a large inventory or beetle-killed timber was available to be manufactured into lumber. The Plaintiff's plan took this into account and with his remanufacturing and finger-jointing operations, the Plaintiff was well equipped to take advantage of this opportunity. The Plaintiff could utilize low grade, dead timber in its operations, because small, sound pieces of wood could be extracted from a decaying or low quality log, and such pieces could be either end-glued in a finger-jointing plant or converted into fuel pellets or other end uses. It was important for the business plan to proceed quickly, since the inventory of beetle-killed trees is diminishing, as these trees eventually either rot or fall in windstorms, are destroyed in fires or are being harvested by other forest companies. The Plaintiff repeatedly made it known to the Defendant that time was of the essence and that the required area size was as a minimum 100 acres.

10. The Offer to Lease contained within it an Option to Purchase ("the Option"). Terms dealing with the exercise of that Option are as follows:

Option, clause a.

a. The purchase price (the "Price") to be paid for the Premises shall be determined by an appraiser (the "Appraiser") who will be engaged by the Landlord;

b. *The Landlord agrees to appoint an Appraiser, who is an independent third party, an accredited member of the Appraisal Institute of Canada and an individual who has significant experience in evaluating similar properties in the region;*

c. *The Appraiser shall determine the fair market value of the Premises on the basis that the Premises shall be valued for the highest and best use, taking into account the environmental condition of the Premises on May 1, 2005 by reference to such evidence of such environmental conditions as may be provided to the Appraiser by the Landlord or by Brink;*

d. *A copy of any such environmental report is to be contemporaneously delivered to the other party thereto;*

e. *Any such environmental assessment is prepared by a person or persons duly qualified to conduct site examinations and to provide reports and opinions as may be expressed therein;*

f. *All communication with the Appraiser by Brink or the Landlord shall be in writing and a copy of all such communications shall be delivered to the other side contemporaneously with the delivery of such communication to the Appraiser;*

g. *The Appraiser shall provide a written appraisal within thirty (30) days of his engagement and the Price shall be determined according to the principles set forth above, which determination shall be final and binding upon the parties;*

Option, clause b.

h. *The Option may be exercised by Brink at any time after the Subdivision and prior to the expiry of the Term of the Lease by written notice to the Landlord, but the Landlord shall have the right at any time after the Subdivision to accelerate the expiry of the exercise period by giving Brink written notice...then Brink shall only have a period of forty (40) days after receipt of such notice to exercise the Option;*

11. Once the Offer to Lease was executed, Mr. Brink immediately began taking steps to construct the sawmill, and, within 6 months had constructed the foundations and superstructure of the mill, and had installed a number of the machines required to convert the timber into lumber. Brink intended to start processing logs and lumber in the winter of 2005/2006. He acquired many other items including control systems, machinery, rolling stock and construction materials to finish the project.

12. It was Mr. Brink's belief, based on the representations of BCRP officials that the property had been remediated and was clean, and, as such, there were no environmental impediments blocking the construction of the sawnmill and other manufacturing facilities on the site in question.

13. After the Lease was executed, and after the superstructure of the sawmill had been erected, Mr. Brink became aware that the property was heavily contaminated. The contamination included a 22 acre landfill ("the landfill") which contained log yard and sawmill residue in addition to heavy and light petroleum compounds, heavy metals, clinker, copper, mercury and zinc, phenols, tires and many other deleterious substances. This landfill was approximately 5 - 10 meters deep. This fact was well known to the Defendant, and the Defendant in fact had in its possession more than 30 environmental reports detailing various aspects of this contamination. The Premises had a number of areas that were considered "High Risk" by the Ministry of Environment ("MOE"). One of those areas was the landfill. The Defendant failed to produce reports it had in its possession for many years and then produced these reports to the Plaintiff's environmental consultants in a reluctant and piecemeal fashion in the fall of 2008 and in 2009 and thereafter.

14. The Plaintiff had no knowledge of the landfill as the landfill was buried in a valley, was capped, and had vegetation growing on it. It was not visible on inspection.

15. Because of the nature of the Landfill cover it is not possible to construct any structure, building, factory or mill on top of it, nor could a road be built on top of it. It is also not possible for logs or lumber to be placed upon it and further it is not possible to use it as a parking area for vehicles. This landfill straddles a corner of the premises in such a manner that it renders approximately 40 acres of the Premises unusable or inaccessible to the remainder of the land. In effect, it left the Plaintiff with 60 usable acres.

16. The Defendant, through its representatives, was aware of the said landfill, and fraudulently failed to disclose this fact to the Plaintiff. The Defendant well knew that

there could be no construction or building of any description on the landfill. Because of these factors The Plaintiff has suffered prejudice, damage and loss.

17. The Defendant, through its representatives, prepared, on or about May 12, 2005 a false and misleading "Site Profile" ("the First Site Profile") prepared pursuant to the Contaminated Sites Regulation, BC Reg 375/96 and amendments thereto ("the Regulation"). A Site Profile is readily available to the public, and is relied upon by purchsors, bankers and Governments, and provides, at a glance, the salient environmental profile of the property in question. The First Site Profile is false and misleading in the following respects:

(a) it indicated that there were no government orders or notifications pertaining to the environmental conditions of soil, water or ground water when this was not the case;

(b) it indicated that there were no government notifications relating to past environmental conditions when in fact there were;

(c) the Regulation provides for "Schedule 1" and "Schedule 2" activities. Schedule 1 activities are considered areas of potential concern (for contaminants) and are identified by boxes for "yes" (there ae potential contaminants) or "no" (there are no potential contaminants).

(d) the said regulation provides for "Schedule 2" Activities. Such activities are considered high risk by MOE. The following Schedule 2 activities are listed in the May 12 Site Profile:

E1 – equipment cleaning
F5 – petroleum products disposing
H23 – waste oil storage
I4 – treated wood storage
I7 – wood treatment
E2 – ash deposits from wood waste burner

18. The Site Profile does not list the following activities listed in Schedule 2:

V. (A) fill, dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities under Schedule 2.

19. Schedule 2 also refers to the following activities which, while present in abundance are not listed in the Site Profile:

C 6 - Welding and Machine Shop
G 2 – Automobile/ Vehicular Repair
H 7 - Contaminated soil storage, treatment or disposal
H 12 - Industrial waste storage, recycling or land filling.
H 13 - Industrial wood waste (logyard waste, hogfuel) disposal.

H 20 - Special (hazardous) waste storage, treatment or disposal.
I 9 - Sawmills

20. There were numerous government orders related to the landfill. These orders ought to have been disclosed; however the section of the Site Profile where this ought to have been disclosed is left blank.

21. The Defendant, through its representatives, prepared on or about May 19, 2005 another false and misleading Site Profile which was sent in support of the Subdivision Application to the City of Prince George on or about June 24, 2005. This Site Profile contains all "no" and no "yes" answers with respect to Schedule #1 activities. There should have been eleven "yes" answers. The Site Profile showed on Schedule #2 only two commercial activities, whereas there should have been thirteen.

22. The Defendant had, prior to 2005, many reports dealing with the environmental state and history of the property and specifically the landfill, how large it was in both acreage and in fill volume, and the nature of the contamination therein. None of these reports were provided to the Plaintiff until the fall of 2008, and thereafter.

23. After the lease was executed, Mr. Brink, on behalf of the plaintiff, began, through letters, emails and telephone calls to various employees of the Defendant to urge the Defendant to urge the defendant to enquire of the City why it was taking an inordinate length of time to create the subdivision, and what could be done to expedite the subdivision process. Bank financing could not be obtained without a proper subdivision to create the Premises as a separate title. The City of Prince George could not, pursuant to its Bylaws, proceed with the Subdivision until an Environmental "Release Letter" was provided by MOE stating that the Premises were remediated and environmentally acceptable.

24. Clause "e" under the heading "Subdivision" of the Lease, provides that in the event that the Defendant has not, on or before May 2007 made reasonable commercial efforts to achieve the Subdivision, the Plaintiff could, upon written notice to the Landlord, take over and proceed with the subdivision. In such an event, the Defendant was required to deliver to the Plaintiff all "surveys, applications, documents, correspondence and other relevant documentation to allow the Plaintiff to effect the Subdivision."

25. By mid-March 21st, 2008, after 3 years of requests, and 3 years of the Defendant advising Brink that the Subdivision Plan would be put in place in the near future, the Plaintiff, through its solicitors exercised this clause and demanded all of the relevant Defendant documentation so that the Plaintiff could proceed with the subdivision.

26. In response to this action the Senior Environmental Engineer working for the Defendant sent a release request letter, dated April 21, 2008 to the MOE. This was done in order to avoid the requirement for a Detailed Site Investigation and potentially a remediation order, prior to subdivision. This letter was addressed to the Senior Environmental Engineer, Contaminated Site Section MOE, which stated, in part, the following:

This letter is to request subdivision release of the forgoing PIDs (two of which involved the Premises), subject to the following commitments by the site owner, BCR Properties Ltd. After subdivision is accomplished, BCRP will:

1. *Submit a new site profile for each subdivided lot, referencing its new PID*
2. *Proceed with property sale without further Ministry involvement of those lots which have no Schedule 2 uses and no "yes" answers on the Site Profile and no likelihood of migration issues*
3. *Provide the Ministry with evidence of transfer of liability (indemnification) from vendor to purchaser for all lots, where feasible*
4. *Where vendor-to-purchaser indemnity is not feasible, for any reason, BCRP will commission a roster professional to conduct a PSI and if warranted a DSI ("PSI" refers to Preliminary Site Inspection" and "DSI" refers to "Detailed Site Inspection")*
5. *BCRP will pursue a Ministry "instrument" (COC or AIP) ("COC refers to "Certificate of Compliance" and "AIP" refers to "Agreement in Principle")*

This approach is consistent with our requests to make a distinction between lots having a potential to be contaminated and those which have no such potential, and to devote our efforts and budget to the former, a strategy which would be mutually beneficial to the Ministry and to BCR Properties Ltd.

The request letter also had a Site Profile attached, dated May 12, 2005. This Site Profile contained false and misleading information.

27. On March 3rd, 2008 a further Site Profile had been prepared by the Senior Environmental Engineer of the Defendant, which in fact contained only one "yes" answer within it. This document contains false and misleading information, with the only "yes" answer referring to underground fuel tanks, a fact that was well known to the City and the Plaintiff. A special arrangement had been put in place to deal with the underground fuel storage tanks. The Schedule should have included the following under "Description of Schedule 2 Activities:

a) C6-Welding or Machine Shop;

b) F5-Petroleum Products dispensing;

c) G2-Automotive/Vehicular Repair;

d) H7-containated soil storage;

e) H12-Industrial waste storage or Land filling;

f) I7-wood treatment (anti-sap stain or preservatives);

g) I9-Sawmills;

h) I4-treated wood storage;

i) E1-Equipment cleaning;

j) H23-Waste oil storage;

k) E2-Ash deposit of wood burner waste

28. Additional, there ought to have been "yes" answers on the schedule for the following matters:

a) IV-A Petroleum, solvent or other polluting substance spills to the environment greater than 100 litres;

b) IV-D Contamination resulting from migration of substances from other properties;

c) V-A Fill, dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities listed under Schedule 27;

d) VI-A Materials such as household garbage, mixed municipal refuse, or demolition debris;

e) VII-A Underground fuel or chemical storage tanks other than storage tanks for compressed gas;

f) VII-B Above ground fuel or chemical storage tanks other than the storage tanks for compressed gas;

g) VIII-A PCB-containing electrical transformers or capacitors either at grade, attached above ground to poles, located within buildings, or stored;

h) VIII-C Paints, solvents mineral spirits or waste pest control product containers stored in volumes greater than 205 litres

29. Based on the commitments made by the Defendant to MOE, MOE delivered two conditional "Release Letters" dated June 3, 2008, one for each PID, to the City and BCR Properties.. This cleared the way to the City to proceed with Subdivision.

The first Release Letter stated the following:

Re: Site Profile Submission—Subdivision Application
Brink's Properties, Pacific Street, Willow Cale and Boundary Road,
Prince George PID's 015-048-781:

"This letter is to acknowledge receipt of a satisfactorily completed site profile...Based on the information submitted and the commitments provided by

BC Rail in the (April 21) letter, and in accordance with section 7(1) of the Contaminated Sites Regulation, the ministry does not require or order site investigation under section 41 of the Environmental Management Act to provide site profiles for each resulting lot within 60 days of completion of the subject subdivision...the absence of a requirement to undertake a site Investigation does not necessarily mean that the site is not a contaminated site...

Please be advised of the following:
The absence of a requirement to undertake a site investigation does not necessarily mean that the site is not a contaminated site. It is recommended that the proponent retain a qualified environmental consultant to indentify and characterize any soil and/or groundwater of suspect environmentla quality encountered during any subsurface work at the subject site;

Those persons undertaking site investigations and remediation at contaminated sites in BC are required to do so in accordance with the requirements of the Environmental Management Act and Regulaions (e.g Contaminated Site Regulations and Hazardous Waste Regulations (etc.. The Ministry considers these persons responsible for identifying and addressing any human health or environmental impacts associated with the contamination.

30. The second "Release Letter" stated the following:

Re: Site Profile Submission-Subdivision Application;
Brink Properties, Pacific Street, Willow Cale and Boundary Road;
Prince George PID 015-047-652

"This letter is in response to the proponents reuest for release of the above-referenced subdivision application in accordance with S. 85.1 of the Land Title Act. According to our records, there is an outstanding requirement for a site investigation as outlined in our 16 January 2007 Site Profile decision letter. We also acknowledge BCR Properties Ltd. Letter dated 21 April 2008 listing their commitments in support of release of the subdivision application for the site.

Based on the site information provided to the ministry and the commitments provided by BC Rail in the above referenced letter, I am rescinding the previous decision requiring site investigation in accordance with section 7(1) of the Contaminated Sites Regulation, the Ministry does not require or order site investigation under section 41 of the Environmental Management Act prior to subdivision. However, the applicant is ordered under section 40(8) of the Environmental Management Act to provide Site Profiles for each resulting lot within 60 days of the completion of the subject subdivision.

31. On June 3rd, 2008, a senior official at MOE advised the City that MOE had received "a satisfactorily completed site profile" pertaining to the Premises, which

led to the creation of the subdivision plan on or about Feb, 10, 2009, thereby creating "the Premises". A new PID was assigned to the Premises, which were now consolidated under one title, namely PID 027-828-057. A further Site Profile was prepared on March 25, 2009 by a senior engineer of the Defendant and delivered to both the MOE and the City. This Site profile contained all "no" answers to the Schedule 2 activities, except for a reference to underground storage tanks which had been dealt with through another arrangement. This Site Profile also contained false and misleading information.

32. In proceeding in this manner, the Defendant fraudulently, and with intent to deceive, distorted the truth about the extent of the contamination on the Premises. Both the City of Prince George and the Plaintiff fell victim to this fraudulent conduct.

33. Contrary to the Option Agreement, on March 3, 2009, the Defendant retained North Country Appraisals (1985) Ltd. ("North Country" or, alternatively, "the First Appraiser") to appraise the property. North Country had been the primary Appraiser for BCR Properties for at least the last 20 years and did virtually all of their Appraisals. North Country had appraised these Premises numerous times before for the Defendant. Between 2005 and 2009 North Country had billed the Defendant nearly $4 million for appraisal work. Contrary to the Option Agreement, North Country was never an "Independent" Appraiser.

34. The Defendant, through its counsel, provided 6 environmental reports to North Country. Not all of these reports were given promptly to the Plaintiff. In fact, one report was identified only by a question mark. The Appraisal was prepared and delivered to the parties on or about March 10 2009, notwithstanding that the term for preparing the appraisal was, pursuant to the Option Clause, 30 days. The Appraiser ignored these reports, and instead, relied on a report that was provided to him by the Defendant, but was not provided to the Plaintiff, namely an earlier DSI ("Detailed Site Investigation") prepared for a third party. The appraiser was not prepared to wait until he received a report from an environmental engineer retained by the Defendant, and delivered his report before the Defendant had an opportunity to respond. It was upon reviewing these reports that the Plaintiff became aware of the extent of the contamination on the Premises, and that there was a substantial landfill on the Premises. The Plaintiff further discovered that the Defendant had at least 30 environmental reports in its possession dealing with the Premises.

35. The option had a sub clause "b" that required, upon written notice, that the option clause be exercised in 40 days. Such notice was given on February 2, 2009 when the Plaintiff still was not fully aware of the extent of the contamination on the Premises. The plaintiff was unable, with this short time frame, and with the deceit of the Defendant, to exercise the option in 40 days, or by April 14, 2009. The Plaintiff wanted to review all of the documentation that the Defendant had in its possession or control dealing with contamination issues. The Defendant would not agree to an extension of time, and on May 7, 2009 the Plaintiff brought on an injunction application enjoining the Defendant from selling, disposing or encumbering the Premises in any manner that would be inconsistent with the Option Agreement for a 90 day period to accommodate the hearing

of a summary trial of the Plaintiff's claim that the Appraisal was biased and should be set aside. The extension was granted by Meiklem, J. Had the extension not been granted, the environmental liability would have, in accordance with the Defendant's April 21 2008 letter, been transferred from vendor to purchasor.

36. On October 6, 2009, Brown, J, ordered that the appraisal be set aside on the basis of an apprehension of bias on the part of North Country. The Defendant retained a new appraiser. Evidence of this Bias is particularized in paragraph 32 of the Notice of Civil Claim.

37. On October or November 2009, the Defendant unilaterally authorized the new appraiser to have its environmental consultant conduct drilling and data collection of the Premises. The Plaintiff was not afforded the opportunity to have its environmental consultant on site to review and consider the work being performed by the Defendant environmental consultant. This was contrary to the agreement as set out in the Option Clause. The Option clause likewise did not permit the New Appraiser to, on his own accord, hire environmental consultants and conduct an investigation of the Premises.

38. On December 2, 2009, the Defendant had brought on a Petition wherein it sought the following declarations:

> That the terms of the Option to Purchase contained in the Offer to Lease dated April 21, 2005 between the Petition and the respondent permit William Gossett and the Altus Group (the new appraiser) to retain and instruct Keystone Environmental Ltd. ("Keystone") to provide consulting services and to conduct site investigation work as deemed necessary by the appraiser; with Brink to pay the costs of the environmental consultant.

39. Blok, J., who gave reasons for judgment dismissing the Defendant's claim with costs. The court further confirmed that the Option Agreement requires the appraiser to take into account the environmental condition of the property by reference to reports supplied to the appraiser by the parties.

40. The Defendant, to the present day, is using the services of Keystone to drill holes and otherwise investigate the environmental condition of the Premises. Mr. Brink has requested, on numerous occasions, that Keystone contact him when drilling or investigation is planned, so that the Plaintiff can have its own Environmental Consultant on site to check the work being done by Keystone. The Defendant has repeatedly and willfully directed Keystone to enter the Premises and conduct various investigations without coordinating this with the Plaintiff.

41. The Defendant subsequently had its own experts determine the cost of removing the landfill and remediating the Premises. These costs are estimated to be $14,460,000.

42. The Plaintiff's project has been delayed by 8 years, and, because of the diminishing volumes of beetle killed pine timber, is now much less feasible than in 2005. The initial delay occurred because it took the Defendant 4 years to subdivide the Premises, which in turn took place because the Defendant did not address the problems posed by the contamination and the Landfill on the Premises, and in fact, willfully and deliberately and with fraudulent intent attempted to hide the true state of the Premises from the Plaintiff and from the City of Prince George by issuing false and misleading Site Profiles and making statements to the Plaintiff that the Premises were remediated. Once it became apparent that the Landfill was as large as it was, and the contamination was as severe as it was the project could not conclude because the Plaintiff would not have sufficient acreage to support the project envisioned the land, less the Landfill and areas cut off by the Landfill.

43. With the severity of the contamination on the Premises, the Plaintiff was unable to obtain financing from banks or investors to conclude the project.

44. As a result of the conduct of the Defendant particularized above, the Plaintiff was unable to bring the project to fruition, and the Plaintiff, in addition to claiming for the costs to remediate the Premises, claims against the Defendant for 15 years of foregone profits.

45. The Plaintiff claims damages against the Defendant for Fraud and for Breach of the Agreement to Lease contract.

46. Without limiting the Plaintiff's claim for damages, the Plaintiff also seeks an order for a Declaration that the Plaintiff based on the Appraisal has exercised the Option submitted by the Plaintiff and that the Plaintiff is the owner in fee simple of the Premises.

Part 2: RELIEF SOUGHT

1. The Plaintiff claims against the Defendant for:

   a. General damages
   b. Special damages;
   c. Punitive damages;
   d. Interest pursuant to the *Court Order Interest Act* R.S.B.C. 1996, c. 79;
   e. Costs; and
   f. Such further and other relief as this Honourable Court may deem just and meet.

Part 3: LEGAL BASIS

THE PLAINTIFF HAD A CONTRACT WITH THE DEFENDANT, NAMELY THE AGREEMENT TO LEASE,

WHICH SAID CONTRACT WAS BREACHED BY THE DEFENDANT, AS A RESULT OF WHICH THE PLAINTIFF SUSTAINED INJURY, DAMAGES AND LOSS. THE PLAINTIFF FURTHER ALLEGES THAT THE WILLFUL NON-DISCLOSURE OF THE LANDFILL, AND THE CONTAMINATION THAT EXISTED ON THE PREMISES AND THE FALSE SITE PROFILES CONSTITUTED A FRAUD UPON THE PLAINTIFF, AS A RESULT OF WHICH THE PLAINTIFF SUSTAINED INJURY, DAMAGE AND LOSS.

Plaintiff's address for service: Dick Byl Law Corporation
900 – 550 Victoria Street
Prince George, BC V2L 2K1

Place of trial: Prince George, British Columbia

The address of the registry is: 250 George Street, Prince George, BC V2L 5S2.

Dated: February 18, 2013

Signature of Dick Byl
☐ Plaintiff X lawyer for plaintiff(s)

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) Prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX

[*The following information is provided for data collection purposes only and is of no legal effect.*]

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

☐ a motor vehicle accident

- ☐ personal injury, other than one arising from a motor vehicle accident
- ☐ a dispute about real property (real estate)
- ☐ a dispute about personal property
- ☐ the lending of money
- ☐ the provision of goods or services or other general commercial matters
- ☐ an employment relationship
- ☐ a dispute about a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3:

1. *Negligence Act*, R.S.B.C. 1996 c. 333; and
2. *Court Order Interest Act*. R.S.B.C. 1996 c.79