



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

NO. S-238586  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

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

DEFENDANTS

AND:

1038573 B.C. LTD.

DEFENDANT BY WAY OF COUNTERCLAIM

**AFFIDAVIT**

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

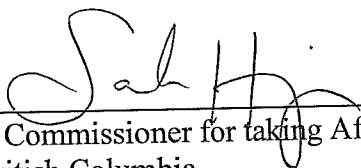
1. I am a Paralegal employed with the law firm of Lawson Lundell LLP, solicitors for the Defendants, The Owners, Strata Plan NW289 ("**Cameray Gardens**") as represented by the liquidator, Crowe Mackay & Company Ltd. (the "**Liquidator**") herein, and as such have personal knowledge of the facts hereinafter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

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

(d) a search of Court Services Online (“CSO”) using the search criteria “1038573”. Attached hereto and marked as **Exhibit “N”** is a true copy of the CSO search results.

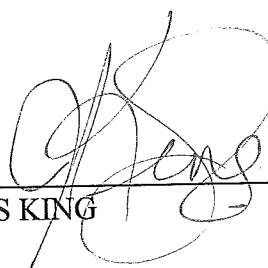
13. Attached hereto and marked as **Exhibit “O”** is a true copy of a draft Bill of Costs prepared by Lawson Lundell LLP.

SWORN BEFORE ME at the City of  
Vancouver in the Province of British  
Columbia, this 12<sup>th</sup> day of January, 2024.



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A Commissioner for taking Affidavits for  
British Columbia.

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JAS KING

**SARAH B. HANNIGAN**  
*Barrister & Solicitor*  
1600 - 925 WEST GEORGIA ST.  
VANCOUVER, B.C. V6C 3L2  
(604) 685-3456

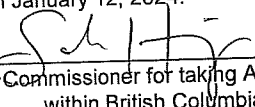
# PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference December 07, 2022.

BETWEEN:

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

(the "Vendor")

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

AND:

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

(the "Purchaser")

WHEREAS:

- A. The Vendor is a strata corporation that is the duly authorized entity to offer for sale the Property and the Liquidator will be the legal and beneficial owner of the Property on the Completion Date; and
- B. The Purchaser wishes to purchase all of the legal and beneficial interest in the Property from the Vendor and/or the Liquidator, and the Vendor wishes to sell all of the legal and beneficial interest in the Property to the Purchaser on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions and provisos contained herein, and the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

The following terms will have the following meanings:

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

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

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

8

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



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

## ARTICLE 2 PURCHASE PRICE AND PAYMENT

### 2.1 Agreement

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

### 2.2 Purchase Price

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

### 2.3 Payment of Purchase Price

The Purchase Price will be paid as follows:

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

### 2.4 Investment of Deposit

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

### 2.5 Application of Deposit

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

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

The remainder of the Deposit will be:

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

### ARTICLE 3 COMPLETION, POSSESSION AND ADJUSTMENTS

#### 3.1 Completion

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

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

### 3.2 Possession

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

### 3.3 Adjustments

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

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

### 3.4 Risk

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

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

**4.1 Vendor's Covenants**

The Vendor covenants and agrees that it will:

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

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

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

#### 4.2 Vendor's Representations and Warranties

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

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

- (c) there is no action, suit, claim, litigation or proceeding pending or to the Vendor's knowledge threatened against the Vendor or in respect of the Property or the use or occupancy thereof before any court, arbiter, arbitration panel or administrative tribunal or agency which, if decided adversely to the Vendor, might materially affect the Vendor's ability to perform any of the Vendor's obligations hereunder and no state of facts exists which could constitute the basis of any such action, suit, claim, litigation or proceeding;
- (d) except as contemplated herein, no consent or approval of or registration, declaration or filing with, any governmental commission, board, court or other regulatory body is required for the execution or delivery of this Agreement by the Vendor, the validity or enforceability of this Agreement against the Vendor or the Liquidator;
- (e) neither the Vendor entering into this Agreement nor the performance by the Vendor of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, document or agreement to which the Vendor is bound or subject;
- (f) the Property and the use thereof do not contravene any registered covenant and the Vendor has not received and has no knowledge of any notice or request from any governmental authority or official, insurance company or board of fire underwriters requesting the performance of any work or alteration in respect of any of the Property;
- (g) the Vendor is "resident" in Canada for the purposes of the *Income Tax Act* (Canada) though individual Strata Lot Owners may not be;
- (h) the Vendor has no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off site services, utilities or similar services in connection with the Property;
- (i) to the best of the Vendor's knowledge, there is no improvement on any lands adjoining the Property encroaching upon the Property and no improvement on the Property encroaching on any adjoining lands;
- (j) the Vendor has received no notice of and has no knowledge of any proposed expropriation of the Property or any part thereof or any intention of the applicable municipal authority to alter its zoning bylaw so as to affect or potentially affect the Property;
- (k) to the best of the Vendor's knowledge, all materials, services and utilities in use for the operation, use or occupation of the Property (including, without limitation, mechanical, drainage, electrical, plumbing, ventilating systems, elevators, sidewalks, streets, curbs, sewers, storm and water main connections):
  - (i) have been maintained in all material respects in a manner which a prudent strata corporation of a similar property of a similar age would adopt;

- (ii) are in normal operating condition and in a reasonable state of repair and are free of all material defects, normal wear and tear excepted; and
  - (iii) have been paid for in full and all installation and connection fees and all local improvement, municipal, real property, school and other taxes and assessments of any kind whatsoever levied by any governmental authority having jurisdiction which are due or payable by the Vendor in respect of the foregoing, are paid in full to the due date for payment thereof except for current charges for utilities consumed in the Property and, except as disclosed to the Purchaser in writing on the Completion Date, will be paid in full to the Completion Date or adjusted for as of the Completion Date;
- (l) the Equipment will, on the Completion Date:
- (i) be free and clear of all claims, liens, charges and encumbrances;
  - (ii) be assignable by the Vendor to the Purchaser; and
  - (iii) have been maintained in a manner which a prudent owner of such property would adopt, subject to normal wear and tear;
- (m) to the best of the Vendor's knowledge, there are no Leases except those disclosed pursuant to Section 4.1(b)(i);
- (n) each of the Service Contracts is in good standing and assignable to the Purchaser, there being no default thereunder by the Vendor or the other contracting parties thereto, and contains the entire agreement between the parties identified therein;
- (o) the Vendor will not have any employees or be party to any employment agreements as of the Completion Date; and
- (p) the Vendor has not failed to disclose to the Purchaser any material fact or information relating to or concerning the Property of which the Vendor is aware.

#### 4.3 Survival of Representations and Warranties and Indemnity

The representations and warranties contained in Section 4.2 shall survive the Completion Date for a period of 12 months. The Vendor will indemnify the Purchaser against, and save it harmless from, any loss, cost or damage of any nature whatsoever sustained by the Purchaser directly or indirectly by reason of a breach, inaccuracy or incompleteness of any of the warranties or representations set forth in Section 4.2. The Vendor acknowledges and agrees that the Purchaser has entered into this Agreement relying on such warranties and representations and the other warranties, representations, terms and conditions set out in this Agreement.

#### 4.4 As Is Where is

The Purchaser acknowledges and agrees that other than the representations and warranties made by the Vendor in Section 4.2, the Vendor makes no representations or warranties respecting the Property and Equipment or the condition, including environmental condition (respecting which

the Vendor shall have no obligation to provide a site profile) thereof, and that the Purchaser is purchasing the same on an "as is, where is" basis and shall satisfy itself as to all aspects thereof.

## ARTICLE 5 PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

### 5.1 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to the Vendor as representations and warranties that are true at the date hereof and will be true as of the Completion Date as follows:

- (a) the Purchaser is a body corporate duly continued and validly existing under the laws of the Province of British Columbia and duly qualified to purchase and own the Property and the Purchaser has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;
- (b) all necessary corporate action on the part of the directors and shareholders of the Purchaser has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein;
- (c) there is no action or proceeding pending or to the Purchaser's knowledge threatened against the Purchaser before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform its obligations hereunder; and
- (d) neither the Purchaser entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject.

### 5.2 Survival of Representations and Warranties and Indemnity

The representations and warranties contained in Section 5.1 shall survive the Completion Date for a period of 12 months. The Purchaser will indemnify the Vendor against, and save it harmless from, any loss, cost or damage of any nature whatsoever sustained by the Vendor directly or indirectly by reason of a breach, inaccuracy or incompleteness of any of the warranties or representations set forth in Section 5.1. The Purchaser acknowledges and agrees that the Vendor has entered into this Agreement relying on such warranties and representations and the other warranties, representations, terms and conditions set out in this Agreement.

## ARTICLE 6 CONDITIONS PRECEDENT

### 6.1 Conditions Precedent

The obligation of the Purchaser and the Vendor to complete the purchase of the Property on the Completion Date is subject to the following conditions precedent being satisfied, or waived if expressly permitted hereunder, in the manner and within the time provided herein:



- (a) by 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to
- (i) the physical condition of the Property, including the results of any environmental and geotechnical investigations by or on behalf of the Purchaser;
  - (ii) the status, form and substance of the Leases (including the rent payable and the tenants' covenants thereunder), and the Service Contracts;
  - (iii) the Purchaser being, satisfied in its sole discretion, able to secure satisfactory financing for the purchase and development of the Property,
- (collectively, the "First Conditions");
- (b) by 4:00 p.m. (Vancouver time) on the last day of the Second Condition Period, this Agreement having been approved and ratified by a resolution passed by a three quarter (3/4) vote resolution of the Strata Lot Owners at a special general meeting of the Vendor
- (i) the sale of the Property in accordance with the terms and conditions of this Agreement by the Liquidator to the Purchaser having been approved by the BCSC (the "Sale Approval"); and
  - (ii) all applicable appeal periods in respect of the Court Order and the Sale Approval will have expired without any appeal of the Court Order and/or the Sale Approval being filed,
- (collectively, the "Second Conditions").

The parties agree that this Agreement will become an unconditional contract for the sale and purchase of the Property forthwith upon the satisfaction or waiver of all of the Second Conditions.

On the Completion Date, prior to the filing of the Transfer (as defined in Section 7.1(a)) by the Purchaser' Solicitors pursuant to Section 8.2, the Liquidator will file the Court Order with the Land Title Office for the purposes of vesting in the Liquidator title to the Property, obtain a post-filing registration check of the property index in accordance with Section 8.3, and provide same to the Purchaser. The parties agree and acknowledge that full registration of the Court Order and related documents, and issuance of a title for the resulting consolidated Property by the Land Title Office is a condition of closing for the benefit of the Purchaser, subject always to section 10.1

In consideration of \$10.00 non-refundable to be paid by the Purchaser to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of this Agreement while this Agreement remains subject to any of the Second Conditions. For greater certainty, the Purchaser acknowledges and agrees that the \$10.00 paid to the Vendor pursuant to this paragraph is the

absolute property of the Vendor and in no event shall such \$10.00 be returnable to or paid to the Purchaser pursuant to subsection 2.5(b).

## 6.2 Satisfaction and Waiver of Conditions Precedent

- (a) The First Conditions are for the Purchaser's sole benefit and each may be waived unilaterally by the Purchaser, at the Purchaser's election, and if the Purchaser does not give the Vendor notice of the satisfaction or waiver of such conditions precedent within the time herein provided then the Purchaser's obligation to purchase the Property will be at an end and, subject to subsection 2.5(b), this Agreement will forthwith terminate. However, if the Purchaser does not waive or satisfy the First Conditions, it shall provide the Vendor with a written summary of its due diligence results including copies of any written reports commissioned and received by the Purchaser.
- (b) The Second Condition is for the mutual benefit of the Purchaser and the Vendor and may not be declared satisfied or waived unilaterally by either party. If the Vendor or the Liquidator, in the case of the Second Condition, does not give the Purchaser notice of the satisfaction of such conditions precedent (together with reasonable supporting documentation to show that such conditions precedent have been satisfied) within the time herein provided then the Purchaser's obligation to purchase the Property will be at an end and, subject to subsection 2.5(b), this Agreement will forthwith terminate.

## ARTICLE 7 PREPARATION OF CLOSING DOCUMENTS

### 7.1 Vendor's Delivery of Closing Documents

On or before the Completion Date, the Vendor will cause the Vendor's Solicitors to deliver to the Purchaser's Solicitors, the following items, duly executed by the Vendor, and/or the Liquidator, as applicable, and in registrable form wherever appropriate, to be dealt with pursuant to Article 8:

- (a) a Form A Freehold Transfer (the "**Transfer**") conveying the Property from the Liquidator to the Purchaser, subject only to the Permitted Encumbrances;
- (b) an assignment (the "**Assignment of Leases**") to the Purchaser of the interest of the Liquidator in the Leases, including provision for continued responsibility of the Vendor, or any Strata Lot Owners, for liabilities and defaults thereby incurred or committed prior to the Completion Date and an indemnity therefrom in favour of the Purchaser with respect thereto and an assumption by the Purchaser of the landlord obligations under the Leases for the period from and after the Completion Date and an indemnity in favour of the Vendor and the Liquidator in respect of liabilities arising or defaults occurring during the period from and after the Completion Date;
- (c) copies of the Leases;

- (d) directions to all tenants of the Property directing the tenants to pay future rental payments to the Purchaser or as directed by the Purchaser;
- (e) a certificate pursuant to Section 116 of the *Income Tax Act* (Canada) confirming that the Vendor is not a non-resident of Canada;
- (f) a Vendor's statement of adjustments prepared in accordance with Section 3.3;
- (g) a registrable bill of sale conveying and assuring to the Purchaser good and marketable title in and to all of the Appliances and all of the Equipment, free and clear from any lien, claim, charge or encumbrance of any kind or nature whatsoever, and all warranties in respect of the Equipment which are assignable;
- (h) an assignment (the "**Assignment of Service Contracts**") to the Purchaser of any Service Contracts that the Purchaser has elected to acquire in accordance with subsection 4.1(e);
- (i) a notification to all contracting parties (other than the Vendor) to each Service Contract that the Purchaser has elected to acquire in accordance with subsection 4.1(e), that such Service Contract has been assigned to the Purchaser together with the consent of such contracting parties to the assignment if required pursuant to the Service Contract;
- (j) a copy of the notices by which the Liquidator has terminated the Service Contracts excepting those only, if any, which the Purchaser has elected to acquire in accordance with subsection 4.1(e);
- (k) an agreement by which the Vendor agrees to indemnify and save harmless the Purchaser from any claim pursuant to the Services Contracts not assigned to the Purchaser;
- (l) a general assignment (the "**General Assignment**") to the Purchaser of all right, title and interest and benefit in and to all contracts, covenants, warranties, representations, indemnities, studies, tests, reports, plans, drawings, applications and permits or any other benefits or rights which are assignable and which pertain to the Property and which the Purchaser has elected to have assigned to it;
- (m) all keys and like devices for the Property which are in the possession or control of the Vendor or the Liquidator;
- (n) all instructions, manuals, plans and other documents associated with any of the Equipment or any of the improvements on the Property which are in the possession or control of the Vendor or the Liquidator;
- (o) a certificate of a member of the strata council of the Vendor on the Completion Date that each of the warranties and representations of the Vendor set out herein is true and accurate on the Completion Date except as disclosed therein;

- (p) a reference plan prepared pursuant to section 100(1)(A) of the *Land Title Act* consolidating the Strata Lots into a single lot; and
- (q) such other usual and customary documents for real estate transactions of the nature set out in this Agreement as may be required by the Liquidator or the Purchaser, each acting reasonably, or which are reasonably necessary to complete the purchase and sale of the Property.

## 7.2 Preparation of Closing Documents

The closing documents contemplated in Section 7.1, will be prepared by the Purchaser's Solicitors or the Purchaser's land surveyor (to the extent that preparation is required) at the Purchaser's sole cost and expense and delivered to the Vendor's Solicitors prior to the Completion Date.

## 7.3 Purchaser's Delivery of Closing Documents

On or before the Completion Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors the following items, duly executed by the Purchaser, to be dealt with pursuant to Article 8:

- (a) the Assignment of Leases;
- (b) the Assignment of Service Contracts, if any;
- (c) the General Assignment;
- (d) a certificate of an officer of the Purchaser on the Completion Date that each of the warranties and representations of the Purchaser set out herein is true and accurate on the Completion Date except as disclosed therein; and
- (e) such other usual and customary documents for real estate transactions of the nature set out in this Agreement as may be required by the Vendor or Purchaser, each acting reasonably, or which are reasonably necessary to complete the purchase and sale of the Property.

## ARTICLE 8 CLOSING PROCEDURE

### 8.1 Payment in Trust

On or before the Completion Date the Purchaser will pay to the Purchaser's Solicitors in trust the amount due to the Vendor pursuant to subsection 2.3(b), as adjusted pursuant to Section 3.3, less the amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser.

### 8.2 Registration

Forthwith following the payment in Section 8.1 and after receipt by the Purchaser's Solicitors of the documents and items referred to in Section 7.1, on the Completion Date, the Purchaser will cause the Purchaser's Solicitors to file the Transfer in the appropriate Land Title Office concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property.

### 8.3 Closing

Forthwith following the filing referred to in Section 8.2 and upon the Purchaser's Solicitors being satisfied as to the Purchaser's title to the Property after conducting a post-filing for registration check of the property index disclosing only the following:

- (a) the existing title number to the Property;
- (b) the Permitted Encumbrances;
- (c) the pending number assigned to the Transfer;
- (d) the pending numbers assigned to any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property; and
- (e) any charges granted by the Purchaser,

the Purchaser will cause the Purchaser's Solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the purchase of the Property, to either wire transfer or make available for pick up by the Vendor's Solicitors at the offices of the Purchaser's Solicitors a solicitor's certified trust cheque or bank draft for the amount due to the Vendor pursuant to the Vendor's statement of adjustments, and to release the items referred to in Section 7.1 to the Purchaser and concurrently therewith the Deposit will be released to the Vendor's Solicitors and any interest earned on the Deposit will be released by the Vendor's Solicitors to the Purchaser.

### 8.4 Concurrent Requirements

It is a condition of this Agreement that all requirements of this Article 8 are concurrent requirements and it is specifically agreed that nothing will be completed on the Completion Date until everything required to be paid, executed and delivered on the Completion Date has been so paid, executed and delivered and until the Purchaser's Solicitors have satisfied themselves as to the Purchaser's title pursuant to Section 8.3.

### 8.5 Clearing Vendor's Title

If the Property is encumbered by any encumbrance or charge that is not a Permitted Encumbrance, the Vendor's Solicitors shall be entitled to use the proceeds received pursuant to Section 8.3 to obtain a discharge of such encumbrances or charges on or after the Completion Date provided the Vendor's Solicitors undertake to the Purchaser's Solicitors to cause such encumbrances or charges to be discharged from title to the Property.

## ARTICLE 9 INTERPRETATION

### 9.1 References

Any reference in this Agreement to a designated "Article", "section", "subsection", "paragraph" or other subdivision is a reference to the designated Article, section, subsection, paragraph or other subdivision of this Agreement and the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, section, subsection, paragraph or other subdivision of this Agreement.

### 9.2 Headings

The headings used in and the organization of this Agreement are solely for convenience of reference and will not in any way affect, limit, amplify or modify the terms hereof and will not be construed in any way in the interpretation hereof to be part of this Agreement.

### 9.3 Non-limiting

The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation") is used with reference thereto.

### 9.4 Gender and Number

Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.

### 9.5 Governing Law

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof, and the courts of the Province of British Columbia will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

### 9.6 Statutes

Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statutes or any regulations that may be passed which have the effect of supplementing or superceding such statutes or regulations.

### 9.7 Confidentiality

The parties agree that the contents of this Agreement shall remain confidential and shall not be disclosed to any person with the exception of each party's legal, accounting and tax advisors, agents, lenders, consultants, advisors, potential investors, affiliates, the Strata Lot Owners, or as

required by law. If any such person is required by law to disclose the terms of this Agreement to persons other than those identified above, all other parties shall be notified immediately.

## ARTICLE 10 MISCELLANEOUS

### 10.1 Conversion to Individual Strata Lot Contracts

If one hundred percent (100%) of the Strata Lot Owners approve and ratify this Agreement at a special general meeting of the Vendor pursuant to subsection 6.1(b) above, the Purchaser and the Strata Lot Owners, with the consent and approval of the Vendor, may enter into individual contracts of purchase and sale (the "**Individual Strata Lot Contracts**") to facilitate the sale of all of the Strata Lots without having to obtain the Court Order pursuant to subsection 6.1(b); and wind up the Vendor. If the Purchaser and the Strata Lot Owners, with the consent of the Vendor, choose to enter into Individual Strata Lot Contracts, the following terms shall apply:

- (a) the Strata Lot Contract shall be on a form of contract to be prepared by the Vendor's Solicitors, with reasonable amendments as may be agreed to by a Strata Lot Owner and the Purchaser;
- (b) the completion date for each Strata Lot Contract shall be on October 25, 2023, or such other date as may be agreed to in writing by the Vendor and the Purchaser, and the place of closing will be the offices of the Purchaser's Solicitors in Vancouver, British Columbia;
- (c) notwithstanding the execution and delivery of the Individual Strata Lot Contracts, this Agreement shall remain in effect with the provisions thereof regarding the Completion Date being held in abeyance pending the completion of the transactions contemplated in the Individual Strata Lot Contracts.

If all Strata Lot Owners agree to enter into the Individual Strata Lot Contracts prior to the special general meeting of the Vendor pursuant to subsection 6.1(b) above, then the completion date for the Individual Strata Lot Contracts shall be on the Completion Date.

### 10.2 Increase in Purchase Price

If one hundred percent (100%) of the Strata Lot Owners enter into the Strata Lot Contracts, the Purchase Price shall be increased by an amount equal to fifty percent (50%) of the Property Transfer Tax Savings.

### 10.3 Contingency Reserve Fund and Operating Fund

Notwithstanding that the Purchaser intends to purchase the Property from the Vendor and/or Liquidator, the Purchaser and Vendor acknowledge and agree that the Purchaser will have no right to the funds maintained by the Vendor on account of the Vendor's operating fund or contingency reserve fund, and that all such monies may be transferred by the Vendor to the Vendor's Solicitors on the Completion Date, or held by the Vendor's strata management firm,

with such funds to be used to pay any accounts of the Vendor due up to the Completion Date and subsequently disbursed to the Strata Lot Owners.

#### 10.4 Time

Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder. If any date or deadline for the doing of any action or delivery of any item or notice falls on a day that is not a Business Day, such date or deadline shall be extended to the next occurring day that is a Business Day.

#### 10.5 No Waiver

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

#### 10.6 Tender

It is agreed that any tender of documents or money may be made upon the respective solicitors for the parties and that it will be sufficient to tender a solicitor's trust cheque rather than cash.

#### 10.7 GST

With respect to GST exigible in respect of the purchase and sale of the Property:

- (a) the Vendor declares that the sale of the Property is exempt from GST under Section 2, Part I of Schedule V to the ETA;
- (b) if the foregoing declaration is incorrect, the Purchase Price shall be deemed to include any GST exigible with respect to the sale of the Property in accordance with Section 194 of the ETA and the Vendor shall account for and pay or cause to be paid such GST as required under the ETA and indemnify and save harmless the Purchaser from any liability for such payment; and
- (c) the Vendor represents and warrants to the Purchaser that:
  - (i) the Property being sold hereunder is a "multiple unit residential complex" within the meaning of the term as defined for the purposes of the ETA;
  - (ii) the Vendor is not a "builder", within the meaning of the term as defined for the purposes of the ETA, of the Property or any addition to the Property;



- (iii) neither the Vendor nor any Strata Lot Owner has undertaken a "substantial renovation" of the Property, within the meaning of that term as defined for the purposes of the ETA; and
- (iv) neither the Vendor nor any Strata Lot Owner has claimed nor will it claim any input tax credits for GST paid or payable in respect of the Vendor's or any Strata Lot Owner's last acquisition of the Property or any part thereof or in respect of any "improvement" to the Property, within the meaning of the term as defined for the purposes of the ETA.

#### 10.8 Fees and Expenses

Except as provided in Section 2.5, each party will pay its own legal fees. The Purchaser will be responsible for all registration fees and property transfer taxes payable in connection with the registration of the Transfer.

#### 10.9 Agent's Commission

The Vendor will pay any real estate commission payable to the Vendor's Agent as a result of the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser and the Liquidator harmless therefrom. The Vendor will pay any real estate commission payable to the Vendor's Agent any other agent or broker of the Vendor resulting from the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser harmless therefrom. The Vendor confirms that it has not dealt with any real estate broker other than the Vendor's Agent.

The Vendor will pay any real estate commission payable to the Purchaser's Agent being an amount equal to 1.0% of the Purchase Price as a result of the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser harmless therefrom. The Vendor will pay any real estate commission payable to the Purchaser's Agent any other agent or broker of the Purchaser resulting from the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser harmless therefrom. The Purchaser confirms that it has not dealt with any real estate broker other than the Purchaser's Agent.

#### 10.10 Disclosure

The Vendor and the Purchaser acknowledge and agree that:

- (a) in accordance with the Code of Ethics of the Canadian Real Estate Association the Vendor's Agent is represented by:
  - (i) Marshall MacLeod of NAI-Commercial;
  - (ii) Brett Aura of TRG Commercial;
  - (iii) David Ho of CBRE Limited; and
  - (iv) Robert Veerman of CBRE Limited

(together, the "designated agents") have disclosed that they are representing the Vendor in the transaction described in this Agreement;

and

- (b) the Purchaser's Agent representative is to be confirmed in writing by the Purchaser in accordance with the Code of Ethics of the Canadian Real Estate Association;
- (c) the Vendor shall pay the commission and compensation plus applicable taxes due to the Agent pursuant to the transaction described in this Agreement to the Agent.

#### **10.11 Entire Agreement**

This Agreement and the schedules hereto and the agreements, instruments and other documents entered into pursuant to this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

#### **10.12 Survival of Representations and Warranties**

All representations, warranties, guarantees, promises and agreements made by the parties will survive the Completion Date and the transfer of the Property to the Purchaser.

#### **1.1 Delayed Possession**

Each Strata Lot Owner whose Strata Lot is not occupied by a tenant, and is occupied by the Owner of a family member, on the Closing Date will have a period of up to Two (2) months beginning on the day after the Closing Date without payment of any rent or license fee to the Purchaser.

In the event the Strata Lot is not occupied by Owner but is occupied by a tenant, the Purchaser shall assume the tenancy as required by the Residential Tenancy Act.

#### **10.13 Amendment**

This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

#### **10.14 Further Assurances**

Each of the parties hereto will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

#### **10.15 Notices**

B

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, sent by facsimile or other electronic means or sent by postage prepaid mail and addressed to the parties as follows:

to the Vendor:

The Owners, Strata Plan NW289  
c/o Lawson Lundell LLP  
1600 Cathedral Place  
925 West Georgia Street  
Vancouver, British Columbia  
V6C 3L2

Attention: Edward L. Wilson  
Facsimile: (604) 669-1620  
Email: ewilson@lawswonlundell.com

with a copy to:

Cameray Gardens Real Estate Agents Group

Email: Robert.Veerman@cbre.com;  
David.Ho@cbre.com;  
mmacleod@naicommercial.ca;  
brett.aura@trgcommercial.ca>>

to the Purchaser:

1038573 B.C. LTD.  
c/o Purchaser's Agent  
contact information to be confirmed in writing  
by the Purchaser

with a copy to Purchaser's Lawyer:

1038573 B.C. LTD.  
c/o Purchaser's Solicitors  
contact information to be confirmed in writing  
by the Purchaser

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by facsimile or other electronic means, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be

delivered or sent by facsimile or other electronic means rather than mailed.

#### 10.16 Assignment

The Purchaser may, without the consent of the Vendor, assign this Offer to Purchase directly or indirectly (including by way of any change of control of the Purchaser) to any other person without the prior written consent of the Vendor. Any and all proceeds are to benefit, monetary or otherwise, will be for the benefit of the Purchaser. Upon any assignment of the rights and interest of the Purchaser under this Agreement:

- (i) the Purchaser will not be released from and will remain liable for all terms, covenants, conditions, representations, warranties, provisions and obligations (including releases and indemnities) of the Purchaser hereunder;
- (ii) any assignee of the Purchaser's interest hereunder will have the benefit of all covenants, representations, warranties and obligations (including releases and indemnities) of the Vendor hereunder, in each case without any further act or agreement being required on the part of the parties.

#### 10.17 Change of Control

Any actual or proposed transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription, from time to time of all or any part of the corporate shares or partnership interests of the Purchaser or of any parent or subsidiary corporation or partnership of the Purchaser or any corporation or partnership which is an associate or affiliate of the Purchaser (as those terms are defined in the British Columbia *Business Corporations Act*), which results in any change in:

- (a) the present effective voting control of the Purchaser by the person holding such voting control at the date of execution of this Agreement (or at the date an assignment of this Agreement to a corporation or partnership is permitted); and/or
- (b) the identity(ies) of the person(s) with decision-making power, directly or indirectly, in respect of: (i) the exercise of some or all of the Purchaser's rights under this Agreement; and/or (ii) the performance of some or all of the Purchaser's obligations under this Agreement, whether such change is or might be immediate, deferred, conditional, exclusive, non-exclusive, permanent or temporary and whether by operation of law or otherwise, but specifically excluding any changes in the identity(ies) of the directors and/or officers of: (x) the Purchaser; or (y) any corporation which is an associate or affiliate of the Purchaser,

("control" or a "change of control", as the context requires),

then any such action resulting in any such change of control of the Purchaser shall be deemed to be an assignment for the purposes of this Agreement, and all provisions in Section 10.17 applicable to an assignment shall apply to any such any change of control of the Purchaser. The

Purchaser shall make available to the Vendor, or its lawful representatives, all corporate or partnership books and records of the Purchaser for inspection at all reasonable times, in order to ascertain whether there has been any change of control of the Purchaser corporation or partnership.

However, this Section 10.18 shall not apply to the Purchaser if and so long as:

- (c) the Purchaser is a public corporation whose shares are traded and listed on any recognized stock exchange in Canada or the United States; or
- (d) the Purchaser is a private corporation but is controlled by a public corporation defined as aforesaid;

so long as in either case prior to or as soon as reasonably possible after any such change of control of the Purchaser, the Vendor receives assurances satisfactory to the Vendor that there shall be continuity of the existing management of the Purchaser, and of its business practices and policies (including those affecting the advertising and promotion of the business in the Premises), notwithstanding any such change of control. The Purchaser may not assign its interest in this Agreement except with the written consent of the Vendor and such consent may unreasonably withheld.

#### **10.18 No Side Deals**

The Vendor and Purchaser agree that, except as contemplated by Section 10.1, all negotiations and other dealings regarding the potential winding up and sale of the Property (including any Strata Lots therein), will be conducted solely between the Vendor and the Purchaser, or their authorized agents. For certainty, during the term of this Agreement, the Purchaser will not enter into any agreements with any Strata Lot Owners regarding the Purchaser's purchase of the Property (including any Strata Lots therein) such that any Strata Lot Owner receives a payment or any other consideration from the sale of the Property or that Owner's Strata Lot that all other Owners are not entitled to receive or to participate in, pursuant to the terms of this Agreement.

#### **10.19 Counterparts**

This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the reference date set out above, and only one of which need be produced for any purpose.

#### **10.20 Binding Effect**

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.

#### **10.21 Electronic Execution**

This Agreement may be executed by the parties and transmitted by facsimile or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

**10.22 Currency**

All dollar amounts referred to are Canadian dollars.

**10.23 Construction**

The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

**10.24 Governing Law**

This Agreement shall be governed by the laws of British Columbia.

**10.25 Acceptance Date**

This offer, or counter-offer, will be open for acceptance until 5:00 p.m. on December \_\_\_\_\_, 2022, unless withdrawn in writing by the Purchaser.

*[Signature Page Follows]*

IN WITNESS WHEREOF the parties have executed this Agreement.

Executed by the Vendor this 2nd day of December, 2022.

**THE OWNERS, STRATA PLAN NW289 by  
its Liquidator Crowe MacKay & Company  
Ltd.**

Per: \_\_\_\_\_  
Name: Derek Lai  
Title: Insolvency Trustee

Executed by the Purchaser this 07 day of December, 2022.

**1038573 B.C. LTD.**


Per: \_\_\_\_\_  
Name: Kush Bhatia  
Title: Director

I have authority to bind the Corporation.

IN WITNESS WHEREOF the parties have executed this Agreement.

Executed by the Vendor this 2nd day of December, 2022.

**THE OWNERS, STRATA PLAN NW289 by  
its Liquidator Crowe MacKay & Company  
Ltd.**

Per:   
Name: Derek Lai  
Title: Insolvency Trustee

Executed by the Purchaser this 07 day of December, 2022.

**1038573 B.C. LTD.**

Per:   
Name: Kush Bhatia  
Title: Director

I have authority to bind the Corporation.



SCHEDULE A

PERMITTED ENCUMBRANCES

Title to each strata lot:

Nil

Common Property Index:

Nil

Leases (existing) and replacement Leases entered into by Strata Lot Owners on similar terms, between the Execution Date and the Completion Date.



**SCHEDULE B  
LEGAL DESCRIPTION AND TITLE SEARCH OF THE LANDS**

PID	LEGAL DESCRIPTION	ADDRESS
001-262-921	STRATA LOT 1	105 – 3925 KINGSWAY
001-262-939	STRATA LOT 2	106 – 3925 KINGSWAY
001-262-947	STRATA LOT 3	107 – 3925 KINGSWAY
001-262-963	STRATA LOT 4	108 – 3925 KINGSWAY
001-262-971	STRATA LOT 5	109 – 3925 KINGSWAY
001-262-980	STRATA LOT 6	110 – 3925 KINGSWAY
001-262-998	STRATA LOT 7	111 – 3925 KINGSWAY
001-263-005	STRATA LOT 8	112 – 3925 KINGSWAY
000-938-530	STRATA LOT 9	114 – 3925 KINGSWAY
001-263-013	STRATA LOT 10	115 – 3925 KINGSWAY
001-263-021	STRATA LOT 11	116 – 3925 KINGSWAY
001-263-030	STRATA LOT 12	117 – 3925 KINGSWAY
001-263-048	STRATA LOT 13	118 – 3925 KINGSWAY
001-263-056	STRATA LOT 14	119 – 3925 KINGSWAY
001-263-064	STRATA LOT 15	101 – 3925 KINGSWAY
001-263-081	STRATA LOT 16	102 – 3925 KINGSWAY
000-859-389	STRATA LOT 17	103 – 3925 KINGSWAY
000-739-979	STRATA LOT 18	104 – 3925 KINGSWAY
001-263-099	STRATA LOT 19	205 – 3925 KINGSWAY
001-263-102	STRATA LOT 20	206 – 3925 KINGSWAY
001-263-111	STRATA LOT 21	207 – 3925 KINGSWAY
001-263-137	STRATA LOT 22	208 – 3925 KINGSWAY
001-263-145	STRATA LOT 23	209 – 3925 KINGSWAY
001-263-153	STRATA LOT 24	210 – 3925 KINGSWAY
001-263-161	STRATA LOT 25	211 – 3925 KINGSWAY
001-263-170	STRATA LOT 26	212 – 3925 KINGSWAY

001-263-188	STRATA LOT 27	214 – 3925 KINGSWAY
001-263-196	STRATA LOT 28	215 – 3925 KINGSWAY
001-263-200	STRATA LOT 29	216 – 3925 KINGSWAY
001-263-218	STRATA LOT 30	217 – 3925 KINGSWAY
001-263-226	STRATA LOT 31	218 – 3925 KINGSWAY
001-263-234	STRATA LOT 32	219 – 3925 KINGSWAY
001-263-242	STRATA LOT 33	201 – 3925 KINGSWAY
001-263-251	STRATA LOT 34	202 – 3925 KINGSWAY
001-263-269	STRATA LOT 35	203 – 3925 KINGSWAY
001-263-277	STRATA LOT 36	204 – 3925 KINGSWAY
001-263-285	STRATA LOT 37	305 – 3925 KINGSWAY
001-263-293	STRATA LOT 38	306 – 3925 KINGSWAY
000-613-754	STRATA LOT 39	307 – 3925 KINGSWAY
001-025-953	STRATA LOT 40	308 – 3925 KINGSWAY
001-263-307	STRATA LOT 41	309 – 3925 KINGSWAY
001-263-315	STRATA LOT 42	310 – 3925 KINGSWAY
001-263-323	STRATA LOT 43	311 – 3925 KINGSWAY
001-263-340	STRATA LOT 44	312 – 3925 KINGSWAY
001-263-358	STRATA LOT 45	314 – 3925 KINGSWAY
001-263-366	STRATA LOT 46	315 – 3925 KINGSWAY
001-263-374	STRATA LOT 47	316 – 3925 KINGSWAY
001-263-382	STRATA LOT 48	317 – 3925 KINGSWAY
001-263-391	STRATA LOT 49	318 – 3925 KINGSWAY
000-564-885	STRATA LOT 50	319 – 3925 KINGSWAY
001-263-404	STRATA LOT 51	301 – 3925 KINGSWAY
001-263-421	STRATA LOT 52	302 – 3925 KINGSWAY
001-263-439	STRATA LOT 53	303 – 3925 KINGSWAY
001-263-447	STRATA LOT 54	304 – 3925 KINGSWAY
001-263-455	STRATA LOT 55	112 – 5715 JERSEY AVENUE
000-814-377	STRATA LOT 56	114 – 5715 JERSEY AVENUE

8

001-263-463	STRATA LOT 57	115 – 5715 JERSEY AVENUE
001-263-480	STRATA LOT 58	116 – 5715 JERSEY AVENUE
001-263-498	STRATA LOT 59	101 – 5715 JERSEY AVENUE
001-263-528	STRATA LOT 60	102 – 5715 JERSEY AVENUE
001-263-544	STRATA LOT 61	103 – 5715 JERSEY AVENUE
001-263-561	STRATA LOT 62	104 – 5715 JERSEY AVENUE
001-035-118	STRATA LOT 63	105 – 5715 JERSEY AVENUE
001-263-579	STRATA LOT 64	106 – 5715 JERSEY AVENUE
001-263-595	STRATA LOT 65	107 – 5715 JERSEY AVENUE
001-263-609	STRATA LOT 66	108 – 5715 JERSEY AVENUE
001-263-617	STRATA LOT 67	109 – 5715 JERSEY AVENUE
001-263-625	STRATA LOT 68	110 – 5715 JERSEY AVENUE
001-263-633	STRATA LOT 69	111 – 5715 JERSEY AVENUE
001-263-641	STRATA LOT 70	214 – 5715 JERSEY AVENUE
001-263-650	STRATA LOT 71	215 – 5715 JERSEY AVENUE
001-263-676	STRATA LOT 72	216 – 5715 JERSEY AVENUE
001-263-684	STRATA LOT 73	217 – 5715 JERSEY AVENUE
001-263-706	STRATA LOT 74	201 – 5715 JERSEY AVENUE
001-263-714	STRATA LOT 75	202 – 5715 JERSEY AVENUE
001-263-731	STRATA LOT 76	203 – 5715 JERSEY AVENUE
001-263-749	STRATA LOT 77	204 – 5715 JERSEY AVENUE
001-263-757	STRATA LOT 78	205 – 5715 JERSEY AVENUE
000-473-774	STRATA LOT 79	206 – 5715 JERSEY AVENUE
001-263-765	STRATA LOT 80	207 – 5715 JERSEY AVENUE
001-263-773	STRATA LOT 81	208 – 5715 JERSEY AVENUE
001-263-781	STRATA LOT 82	209 – 5715 JERSEY AVENUE
001-263-790	STRATA LOT 83	210 – 5715 JERSEY AVENUE
001-263-811	STRATA LOT 84	211 – 5715 JERSEY AVENUE
001-263-820	STRATA LOT 85	212 – 5715 JERSEY AVENUE

001-263-838	STRATA LOT 86	314 – 5715 JERSEY AVENUE
001-263-846	STRATA LOT 87	315 – 5715 JERSEY AVENUE
001-263-854	STRATA LOT 88	316 – 5715 JERSEY AVENUE
001-263-862	STRATA LOT 89	317 – 5715 JERSEY AVENUE
001-263-871	STRATA LOT 90	301 – 5715 JERSEY AVENUE
001-263-889	STRATA LOT 91	302 – 5715 JERSEY AVENUE
001-263-897	STRATA LOT 92	303 – 5715 JERSEY AVENUE
001-263-919	STRATA LOT 93	304 – 5715 JERSEY AVENUE
001-263-927	STRATA LOT 94	305 – 5715 JERSEY AVENUE
001-263-935	STRATA LOT 95	306 – 5715 JERSEY AVENUE
001-263-943	STRATA LOT 96	307 – 5715 JERSEY AVENUE
001-263-951	STRATA LOT 97	308 – 5715 JERSEY AVENUE
001-263-960	STRATA LOT 98	309 – 5715 JERSEY AVENUE
001-263-978	STRATA LOT 99	310 – 5715 JERSEY AVENUE
001-263-994	STRATA LOT 100	311 – 5715 JERSEY AVENUE
001-264-001	STRATA LOT 101	312 – 5715 JERSEY AVENUE
	ALL OF DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1	

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Cameray Gardens

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**PURCHASE AND SALE AGREEMENT  
ADDENDUM**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289** (the "Vendor")

And: **1038573 B.C. Ltd.** (the "Purchaser")

The Purchaser hereby informs the Vendor they are satisfied and waive the following Conditions Precedent:

6.1(a) By 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to

- (i) the physical condition of the Property, including the results of any environmental and geotechnical investigations by or on behalf of the Purchaser;
- (ii) the status, form and substance of the Leases (including the rent payable and the tenants' covenants thereunder), and the Service Contracts.

In consideration of \$1.00 now paid by the Purchaser and the Vendor, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Purchase and Sale Agreement shall be amended as follows:

1. "First Conditions Period" means February 24, 2023, or such longer period as the Vendor and Purchaser may mutually agree to in writing.

Dated this 26<sup>th</sup> day of January, 2023.

**PURCHASER:**

1038573 B.C. LTD.

Per: \_\_\_\_\_

*Kush Bhatia*

CDEE12309F04BA  
Name: Kush Bhatia

Title: Director

I have authority to bind the Corporation

Acknowledged and Agreed this \_\_\_\_\_ day of January, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

Per: \_\_\_\_\_

Name: Derek Lai

Title: Insolvency Trustee

**PURCHASE AND SALE AGREEMENT  
ADDENDUM**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

And: **1038573 B.C. Ltd. (the "Purchaser")**

The Purchaser hereby informs the Vendor they are satisfied and waive the following Conditions Precedent:

6.1(a) By 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to

- (i) the physical condition of the Property, including the result of any environmental and geotechnical investigations by or on behalf of the Purchaser;
- (ii) the status, form and substance of the Leases (including the rent payable and the tenants' covenants thereunder), and the Service Contracts.

In consideration of \$1.00 now paid by the Purchaser and the Vendor, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Purchase and Sale Agreement shall be amended as follows:

1. "First Conditions Period" means the earlier of:

- (A) one business day after receipt of the Deposit by the Purchaser's solicitors by way of certified, cleared and irrevocable funds; or
- (B) February 24, 2023,

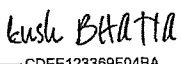
or such longer period as the Vendor and Purchase may mutually agree to in writing.

Dated this 27<sup>th</sup> day of January, 2023.

**PURCHASER:**

1038573 B.C. Ltd.

Per:

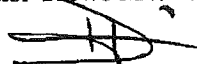
DocuSigned by:  
  
CDEF123369E04BA  
Name: Kusha Bhatia  
Title: Director  
I have authority to bind the Corporation

Acknowledged and Agreed to this 27th day of January, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

Per:

  
Name: Derek Lai  
Title: Insolvency Trustee



**PURCHASE AND SALE AGREEMENT  
ADDENDUM**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022 and the Purchase and Sale Agreement Addendum dated January 27, 2023

Between: **The Owners, Strata Plan NW289** (the "Vendor")

And: **1038573 B.C. Ltd.** (the "Purchaser")

The Purchaser hereby informs the Vendor they are satisfied and waive the following Conditions Precedent:

6.1(a) By 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to

- (iii) The Purchaser being, satisfied in its sole discretion, able to secure satisfactory financing for the purchase and development of the Property.

In consideration of \$1.00 now paid by the Purchaser and the Vendor, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Purchase and Sale Agreement shall be amended as follows:

1. To removed Section 3.1 in its entirety and replace with the following:

**"3.1 Completion**

The completion of the transactions contemplated by this Agreement will occur on December 15, 2023 (the "Completion Date"), or such other date as may be agreed to in writing by the Vendor and the Purchaser, and the place of closing will be the offices of the Purchaser's Solicitors in Vancouver, British Columbia."

Dated this 24<sup>th</sup> day of February, 2023.

**PURCHASER:**

1038573 B.C. LTD.

Per:

*Kush Bhatia*

Name: Kush Bhatia

Title: Director

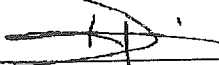
I have authority to bind the Corporation

Acknowledged and Agreed to this 24<sup>th</sup> day of February, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

Per:

  
Name: Derek Lai  
Title: Insolvency Trustee

**MUTUAL NOTICE OF SECOND CONDITION SATISFACTION AND/OR WAIVER**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289** (the "Vendor")

And: **1038573 B.C. Ltd.** (the "Purchaser")

- A. WHEREAS on May 20, 2023, the Vendor held a special general meeting at which a resolution was proposed to approve the Purchase and Sale Agreement (the "Resolution");
- B. AND WHEREAS the Resolution achieved over 75% support from the owners present in person or by proxy and was therefore approved.

NOW THEREFORE, for the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

1. The parties hereby agree that the Conditions Precedent contained in Section 6.1(b) of the Purchase and Sale Agreement is satisfied and/or waived.

Dated this 24<sup>th</sup> day of May, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

Per: \_\_\_\_\_

Name: Derek Lai  
Title: Insolvency Trustee

**PURCHASER:**

1038573 B.C. Ltd. DocuSigned by:

Per: \_\_\_\_\_

*Kusha Bhatia*  
CDEE423369F04BA  
Name: Kusha Bhatia  
Title: Director  
I have authority to bind the Corporation

Acknowledged and Agreed to this 24th day of May, 2023.

**MUTUAL NOTICE OF SECOND CONDITION SATISFACTION AND/OR WAIVER**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

And: **1038573 B.C. Ltd. (the "Purchaser")**

- A. WHEREAS on May 20, 2023, the Vendor held a special general meeting at which a resolution was proposed to approve the Purchase and Sale Agreement (the "**Resolution**");
- B. AND WHEREAS the Resolution achieved over 75% support from the owners present in person or by proxy and was therefore approved.

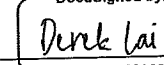
NOW THEREFORE, for the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

- 1. The parties hereby agree that the Conditions Precedent contained in Section 6.1(b) of the Purchase and Sale Agreement is satisfied and/or waived.

Dated this 24<sup>th</sup> day of May, 2023.

**VENDOR:**

THE OWNERS, STRATA PLAN NW289  
by its Liquidator Crowe MacKay & Company Ltd.

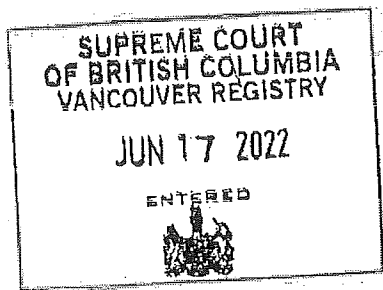
Per:   
DocuSigned by:  
 Name: Derek Lai  
 Title: Insolvency Trustee

**PURCHASER:**

1038573 B.C. Ltd.

Per: \_\_\_\_\_  
 Name: Kusha Bhatia  
 Title: Director  
 I have authority to bind the Corporation

Acknowledged and Agreed to this 24th day of May, 2023.



This is Exhibit "B" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

*[Signature]*  
A Commissioner for taking Affidavits within British Columbia.

NO. S-223926  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF CANADA  
IN THE MATTER OF THE *STRATA PROPERTY ACT*, S.B.C. 1998, c.43

and

IN THE MATTER OF THE APPLICATION FOR  
THE WIND-UP OF STRATA PLAN NWS289

BETWEEN:

THE OWNERS, STRATA PLAN NWS289

PETITIONER

AND:

1161359 B.C. Ltd. and each of the parties set out in  
Appendices "A" and "B" to this Petition

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE Justice *Milman*

FRIDAY, THE 17<sup>th</sup> DAY OF  
JUNE, 2022.

ON THE PETITION of the Petitioner, coming on for hearing at Vancouver, B.C., on Friday, the 17<sup>th</sup> day of June, 2022, and on hearing Peter J. Roberts, Q.C., counsel for the Petitioner, and upon reading Affidavit #1 of A. Eykelbosh, made May 12, 2022, Affidavit #1 of D. Lai, made May 9, 2022, Affidavit #1 of J. Williams, made May 11, 2022, Affidavit #2 of Janine Williams, made May 11, 2022, Affidavit #1 of P. Lewis, made June 1, 2022, and Affidavit #1 of R. Bhaloo, made June 1, 2022, and no one else appearing although duly served:

THIS COURT ORDERS that:

I. The resolution passed at the special general meeting of the strata corporation, The Owners, Strata Plan NWS289, held on February 15, 2022, at which it was resolved to:

- (a) approve the voluntary winding-up of strata corporation, The Owners, Strata Plan NWS289, and its dissolution;
- (b) approve the appointment of a liquidator, Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd. (the “**Liquidator**”), to wind-up the strata corporation, The Owners, Strata Plan NWS289;
- (c) cancel Strata Plan NWS289;
- (d) dissolve the strata corporation, The Owners, Strata Plan NWS289;
- (e) confirm the Interest Schedule to be applied pursuant to section 278 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Interest Schedule**”);
- (f) approve the estimate of costs of winding-up of the strata corporation, The Owners, Strata Plan NWS289; and
- (g) surrender to the Liquidator each owner’s interest in:
  - (i) the land shown on Strata Plan NWS289, including the common property (the “**Cameray Gardens Lands**”);
  - (ii) the land held in the name of or on behalf of the strata corporation, but not shown on Strata Plan NWS289; and
  - (iii) the personal property held by or on behalf of the strata corporation, The Owners, Strata Plan NWS289 (the “**Strata Personal Property**”).

be and is hereby confirmed.

2. The appointment of Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, as the Liquidator of the strata corporation, The Owners, Strata Plan NWS289, be and is hereby confirmed pursuant to section 279 of the *Strata Property Act*, S.B.C. 1998, c. 43.

3. The Liquidator shall incur no liability or obligation as a result of its appointment or the carrying out of the terms of this Order, save and except for:

- (a) gross negligence or wilful misconduct on his part; or
- (b) amounts in respect of obligations imposed on liquidators by applicable legislation.

4. Upon the filing of a certified copy of this order in the Land Title Office, the interest of each of the Petitioner and the Respondents set out on Appendix "A" to this Order (collectively, the "Strata Owners") in:

- (a) the Cameray Gardens Lands; and
- (b) the Strata Personal Property;

shall be and is hereby surrendered to and vests in the Liquidator, subject to the mortgages, assignments of rent, land use contracts and other charges registered on title to Strata Lots 1 to 101 and the common property of the Cameray Gardens Lands.

5. It is hereby declared that, upon the surrender to and vesting in the Liquidator of title to the Cameray Gardens Lands, it has been proven to the satisfaction of the court on investigation that the Liquidator has good, safeholding and marketable title to the Cameray Gardens Lands.

6. It is ordered that the authority and powers of the Liquidator shall include:

- (a) to be paid reasonable remuneration out of the proceeds of any sale of Cameray Gardens Lands or the Strata Personal Property, subject to the right of any party to assess that remuneration;
- (b) to employ or retain such other professional services or advisors as are reasonably necessary for the winding up of the strata corporation, The Owners, Strata Plan NWS289, the cancellation of Strata Plan NWS289 and the marketing and sale of the Cameray Gardens Lands and the Strata Personal Property, including legal counsel, realtors and appraisers;
- (c) to publish a notice in compliance with section 331 of the *Business Corporations Act* in the Gazette and a newspaper circulating in the Burnaby area;

- (d) to deal with creditors of the strata corporation, The Owners, Strata Plan NWS289, including the payment, compromise or settlement of any claims by those creditors;
- (e) to pay costs, charges and expenses properly incurred and to be incurred in relation to the winding-up of the strata corporation, The Owners, Strata Plan NWS289 and the cancelation of Strata Plan NWS289;
- (f) to market and negotiate the sale of the Cameray Gardens Lands, or any individual strata lot thereof, and the Strata Personal Property;
- (g) to sell the Cameray Gardens Lands, subject either to the requirements of section 282 of the *Strata Property Act*, S.B.C. 1998, c. 43 or further order of the court;
- (h) to distribute the proceeds from the sale of the Cameray Gardens Lands and the Strata Personal Property in accordance with the Interest Schedule; and
- (i) at the sole discretion of the Liquidator, to seek further orders or directions as may be necessary from the Court.

7. The Interest Schedule be and is hereby approved, and that the Interest Schedule shall be the interest schedule for the purposes of sections 278 and 280 of the *Strata Property Act*, S.B.C. 1998, c. 43 and shall be used to determine each individual strata owners' share of the proceeds of distribution on any sale of the Cameray Gardens Lands and Strata Personal Property.

8. Pursuant to section 100(4)(a) of the *Land Title Act*, R.S.B.C. 1996, c.250, it is hereby ordered that the consents of the owners in fee simple of each of the strata units comprising the Cameray Gardens Lands and each holder of a registered charge on title to any of the strata units comprising the Cameray Gardens Lands are deemed to have been obtained and such consent is otherwise dispensed with for the purposes of filing any reference plan or an explanatory plan with the Land Title Office in relation to the Cameray Gardens Lands.

9. The Petitioner is entitled to recover its costs of this proceeding, on a solicitor and client basis, and such costs shall be paid from, and form a charge upon, the proceeds of any sale of the Cameray Gardens Lands or any individual strata lot thereof, including any deposits, and the Strata Personal Property.

10. If necessary, all or a part of the proceeds from the sale of the Cameray Gardens Lands and the Strata Personal Property shall be paid into an interest bearing trust account held by

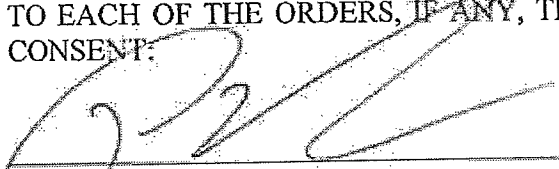


counsel for the Petitioners, Lawson Lundell LLP, and shall be paid-out as directed by the Liquidator in accordance with the Interest Schedule.

11. The parties to this proceeding be at liberty to apply to Court for such further and other directions and orders as may be necessary to carry out the full purpose and intent of these Orders, including the approval of any sale of the land shown on Stata Plan NWS289.

12. Endorsement as to the form of this Order by any party appearing at the hearing be and is hereby dispensed with.

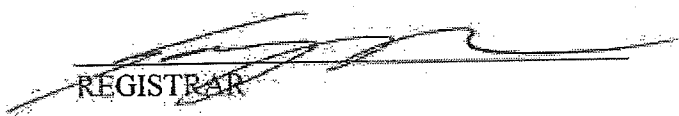
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Peter J. Roberts  
COUNSEL FOR THE PETITIONER

BY THE COURT

*Milman, J.*



REGISTRAR



	REGISTERED OWNER NAME(S)	STRATA LOT
1.	Jenny Donna Dickison	1
2.	Fernando Marcelino Dutra De Sousa	2
3.	1276331 B.C. Ltd.	3, 6 14, 24 25, 26 28, 34 39, 41 42, 43 45, 48 53, 54 60, 61 73, 76 78, 82 87, 88 89, 90 91, 92 97
4.	Carmelia Maria Da Silva	4
5.	Hon-Ching Rudolph Cheng	5
6.	1161359 B.C. Ltd.	7, 10 11, 30 51, 55 57
7.	Ricky Hee Meng Lai	8
8.	Pia Faccio	9
9.	1184416 B.C. Ltd.	12, 52 58, 75 67
10.	Mark William Louttit and Sarah Kinuko Louttit	13
11.	Kenneth John Watson	15
12.	Li Ping Duan	16
13.	Norman Victori Leech	17

	REGISTERED OWNER NAME(S)	STRATA LOT
14.	Rolando Vinas Dizon and Narcisa Dizon	18
15.	Nicholas George Karamouzos and Maria Karamouzos	19
16.	Cui Ming Chen	20
17.	Yankui and Xin Tian	21
18.	Maria Da Natividade Almeida	22
19.	1237765 B.C. Ltd.	23, 36
20.	Ju-Shan Chiang and Flora Fu	27
21.	1184414 B.C. Ltd.	29, 44
22.	Amar Singh Bhatia and Naranjan Kaur Bhatia	31
23.	Phung Kim Vuong and Tuong Lam	32
24.	Monica Paola Aliaga	33
25.	Marcelino Lopes De Sousa and Olga Maria Dutra De Sousa	35
26.	1184413 B.C. Ltd.	37, 47
27.	Lualhati Ongkeko Crisostomo	38
28.	Richard Raymond Ravensbergen and Dawn Marie Ravensbergen	40
29.	Yuk Far Cheung and Yin On Cheung	46
30.	Gary Lucien Drees	49
31.	Thomas Patrick Fleming	50
32.	Wan Chen and Hong Yang	56
33.	Su Juan Situ	59
34.	Van Dao Nguyen and Thi Bich Hang Nguyen	62
35.	Julian Bozsik	63
36.	Christian Herbert Joson Lim and Iris June Calibugan Adiong	64
37.	Angela Joy Eykelbosh	65
38.	The Owners, Strata Plan NW289	66
39.	Nguyen Thanh Vuong and Tuyet Ngoc Du	68
40.	1161359 B.C. Ltd.	69
		70
41.	Om Parkash Loomba and Merran Loomba	71
42.	Suzanne Juanita Kudelski	72
43.	Yan Qiong Lu	74
44.	Ping He	77
45.	Edward Lawrence Thue	79
46.	Richard Charles Patrick Spencer and Diane Marie Spencer	80

	REGISTERED OWNER NAME(S)	STRATA LOT
47.	Arthur Summers Williamson	81
48.	Gary Dale Charter and Cristina Rimando Gapal	83
49.	Ju Tai Zhou and Yu Qing Li	84
50.	Zhi Hao Yang	85
51.	Daisy Cueto Evangelista and Maria Cherry Evangelista	86
52.	Megan Mary Burghall	93
53.	Nasim Bhaloo	94
54.	Hui Lin Dong and Li Wang	95
55.	Mansour Meshki	96
56.	Hsiang Chiao Huang	98
57.	Grace Joanna Levsen	99
58.	Ping Chor Chan	100
59.	So Fan Lee and Tak Tai Lui	101

December 7, 2023

**Via Email ([ewilson@lawsonlundell.com](mailto:ewilson@lawsonlundell.com))**

Lawson Lundell LLP  
1600 Cathedral Place  
925 West Georgia St.  
Vancouver, BC V6C 3L2

**Attention: Edward Wilson**

Dear Sirs/Mesdames:

**Re: Cameray Gardens (“Property”)**

We write on behalf of our client, 1038573 B.C. Ltd. (“573”) in respect of the purchase and sale agreement dated December 7, 2022 (“PSA”) between 573 and your client, The Owners, Strata Plan NW289 (“Vendor”).

We note that the PSA is scheduled to close on December 15, 2023 (“Completion Date”).

We write to seek confirmation and documentary evidence that the Vendor and the Liquidator will on the Completion Date be in compliance with the representation and warranty set out in s. 4.2(a) of the PSA, excerpted in full below:

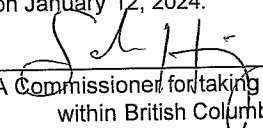
The Vendor represents and warrants to the Purchaser as representations and warranties that are true at the date hereof and will be true at the time of completion and that are to continue and to survive the purchase of the Property by the Purchaser thereafter regardless of any independent investigations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

- (a) the Liquidator will have good and marketable legal and beneficial title to the Property on the Completion Date, free and clear of all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances;

In this regard, and without limiting the generality of the above request, we note the following:

- (i) the outstanding claim in SCBC Vancouver Registry Action No. S204200, and the nature of the relief sought in that action;
- (ii) what we understand to be ongoing issues regarding claims by the City of Burnaby to tax arrears on several strata units; and
- (iii) what we understand to be multiple strata unit owners having entered into leases of their respective strata units, beyond the limited number of leases contemplated in the

This is Exhibit "C" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

  
A Commissioner for taking Affidavits  
within British Columbia.

PSA (the number of these additional leases, and their respective terms, are at present not known to our client).

We ask that any response to the above please be provided by not later than the close of business on December 8, 2023. Our client reserves all rights.

Many thanks.

Yours truly,

**Dennis James Aitken LLP**



Craig Dennis, K.C.  
604-659-9480  
[cdennis@djacounsel.com](mailto:cdennis@djacounsel.com)

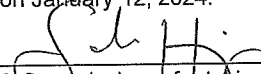
CPD/sc

c.c.: Jennifer Williams

Client

Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

This is Exhibit "D" referred to in the affidavit  
of Jas King made before me at Vancouver,  
B.C. on January 12, 2024.

  
A Commissioner for taking Affidavits  
within British Columbia.

December 12, 2023

VIA EMAIL  
([cdennis@djacounsel.com](mailto:cdennis@djacounsel.com))

Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, BC V6C 1X8

Attention: Craig Dennis, K.C.

Dear Sir:

**Cameray Gardens ("Property")**

We write in reply to your letter dated December 7, 2023. We confirm you are the solicitors for 1038573 B.C. Ltd. (the "**Purchaser**") and that your client, as purchaser, is a party to the purchase and sale agreement dated December 7, 2022 ("**PSA**") with The Owners, Strata Plan NW289 ("**Cameray Gardens**"), as vendor, for the purchase of the real property described in the PSA (the "**Strata Lands**"). We also confirm that your client has always been aware that Crowe MacKay & Company Ltd. (the "**Liquidator**") is the court-confirmed liquidator for Cameray Gardens and, in that capacity, is a party to the PSA.

As you know, the PSA is set to complete on Friday, December 15, 2023 (the "**Completion Date**"). Your letter seeks "confirmation and documentary evidence" that our clients will be in compliance with the representation and warranty set out in section 4.2(a) of the PSA on the Completion Date.

By way of letters dated November 23 and 24, 2023 from Mr. Wilson of our office to Jennifer Williams, your client's solicitor at MLT Aikins LLP, your clients received responses answering the various issues of purported concern enumerated in your letter dated December 7, 2023.

Regarding the civil claim SCBC Vancouver Reg. Action No. S-204200 (the "**Community Fire Claim**"), we reminded your client that section 4.2 (c) of the PSA represents that:

... there is no action, suit, claim, litigation or proceeding pending or to the Vendor's knowledge threatened against the Vendor or in respect of the Property or the use or occupancy thereof before any court, arbiter,

Peter J. Roberts, K.C.  
D: 604.631.9158  
F: 604.641.4400  
[proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com)

arbitration panel or administrative tribunal or agency which, if decided adversely to the Vendor, might materially affect the Vendor's ability to perform any of the Vendor's obligations hereunder and no state of facts exists which could constitute the basis of any such action, suit, claim, litigation or proceeding.

The Community Fire Claim does not materially affect the Vendor's ability to perform any of the Vendor's obligations in the PSA. The Liquidator will withhold sufficient funds from the sale proceeds to fund the ongoing defence of the claim and pay any judgment that may be awarded. The Community Fire Claim is a debt claim and does not assert any interest in the Strata Lands. There is no CPL filed against any of the Strata Lands that might otherwise impair the Liquidator's ability to transfer clear title on the Completion Date.

Regarding the "claims by the City of Burnaby to tax arrears on several strata units", we advised your client that the tax sale notices were discharged in September 2023 when the tax arrears were paid. In any event, as with other financial encumbrances, all tax arrears will be paid on closing and will not impair the Liquidator's ability to transfer clear title.

Regarding the asserted tenancies "beyond the limited number of leases contemplated in the PSA", your client was told that any new tenancies entered into by strata unit owners are "Permitted Encumbrances" under the PSA. Schedule A of the PSA expressly provides that "Leases (existing) and replacement Leases entered into by Strata Lot Owners on similar terms, between the Execution Date and the Completion Date" are Permitted Encumbrances.

Further, section 4.1(d)(iv) of the PSA provides that:

. . . if any Strata Lot Owner enters into, modifies, terminates or accepts a surrender of any Lease, or enters into a replacement Lease on similar terms, the Vendor will provide or cause to be provided a copy of same, and of any new Strata Property Act Form K received, to the Purchaser as soon as reasonably possible. **The Vendor shall not be in breach of this Agreement, if any of the Strata Lot Owners enters into a month-to-month lease of their Strata Lot and fails to provide the same to the Vendor;**  
(emphasis added)

In addition, your client was reminded that any new leases are a practical benefit. Because of the existence of a large number of "existing leases", the Purchaser will have to comply with the *Residential Tenancy Act* termination notice and compensation requirements in any event. As the Purchaser has to give notice of termination in any event, it might as well have ongoing revenue from the existing and any new leases pending receipt of the needed development approval for the Strata Lands.



Page 3

It is a term of the PSA that time is of the essence. A deposit totaling \$3 million has been paid by the Purchasers to the Purchaser's Solicitors (MLT Aiken LLP) "in trust" (the "Deposit") in respect of the PSA.

The PSA is binding and enforceable against the Purchaser and the Purchaser is obligated to complete the purchase of the Strata Lands on the Completion Date. None of the issues raised in your letter dated December 7, 2023 constitute breaches of the PSA and do not support any assertion that the PSA is at an end.

**We confirm that the Liquidator and Cameray Gardens, as the vendors, are ready, willing and able to complete the transaction in accordance with the terms of the PSA. Under section 7.2 of the PSA, it is the Purchaser's obligation to prepare the closing documents listed in section 7.1 of the PSA. To date none of those documents have been provided to us. We do have a court certified copy of the Court Order required to transfer title into the Liquidator's name.**

If the Purchaser fails to deliver the purchase price and complete the purchase of the Strata Lands on the Completion Date, such failure will constitute a repudiation of the PSA entitling our clients to various remedies, including seeking specific performance of the PSA, retaining the Deposit and recovering from the Purchasers any damages suffered. We anticipate that resort to these remedies will not be necessary. For that reason, we look forward to your confirmation that your client, the Purchaser, will be honouring its contractual obligations under the PSA.

Yours very truly,

LAWSON LUNDELL LLP



Peter J. Roberts, K.C.

PJR/acc2

cc. Crowe MacKay & Company Ltd.  
Jennifer Williams, MLT Aikins LLP ([jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com))

December 13, 2023

**Via Email ([proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com))**

Lawson Lundell LLP  
1600 Cathedral Place  
925 West Georgia St.  
Vancouver, BC V6C 3L2

**Attention: Peter Roberts, K.C.**

Dear Sirs/Mesdames:

**Re: Cameray Gardens**

We write further to your letter of December 12, 2023, and our letter of December 7, 2023.

In our letter of December 7, we asked for confirmation that the Vendor will on closing be in a position to deliver title “free and clear of all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances” (PSA s. 4.2(a)).

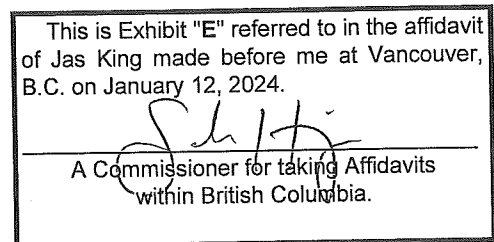
Your response of December 12 fails to provide that confirmation. Instead, it acknowledges that the Vendor will not be in a position to fulfill its obligations on closing by posing alternative terms that do not form part of the PSA.

*First*, the Community Fire Claim (SCBC Vancouver Registry Action No. S204200) is an outstanding claim against the Property, in breach of PSA s. 4.2(a) and, thus, PSA s. 4.2(c) (as it “might materially affect the Vendor’s ability to perform any of the Vendor’s obligations” – namely, the obligation to deliver clear title). Further, the Community Fire Claim does assert a claim against the Property – the plaintiff seeks relief including (i) a builders lien registered as first charge against each strata unit, (ii) general and special damages, (iii) a certificate of pending litigation, (iv) legal costs, (v) that the Property be sold to satisfy any judgment, and (vi) “such further and other relief as the nature of this case may require and this Honourable Court may deem proper.”

Your client proposes a holdback mechanism whereby the Liquidator would retain funds and conduct of the action (notwithstanding that 573, on closing, acquires all of the Strata Lots comprising the Strata Corporation, and thus becomes the defendant under the action). As such, to your assertion, your client will not have the right or the standing to conduct the ongoing defence of the claim. The ongoing holdback mechanism is not contemplated in the PSA, and your client’s acknowledgment that a holdback is required is a clear acknowledgment that the Vendor is not in a position to comply with the PSA.

*Second*, to the tax sale notices: if these claims by the City of Burnaby have been resolved, as you suggest, we again ask for confirmation and documents evidencing those resolutions. To the extent any of those claims remain outstanding, they are (as with the Community Fire Claim) a breach of PSA ss. 4.2(a) and 4.2(c).

*Third*, the additional tenancies beyond the 13 permitted in the PSA are a breach of the Vendor’s obligation to deliver clear title. A “replacement lease” under Schedule A of the PSA is what the



term suggests – a replacement for one of the permitted 13 leases. The PSA does not contemplate the leasing of units beyond the permitted 13 leases. These unpermitted tenancies are encumbrances on their respective strata units, contrary to PSA s. 4.2(a).

Section 4.1(d)(iv), which you have quoted, does not amend or expand the Permitted Encumbrances to include any other leases over and above the 13 leases and their replacements. The language only refers to the strata lot owners providing copies of any month-to-month leases to the Vendor, and neither amends the obligation of the Vendor to deliver title subject only to the 13 leases nor releases the Vendor from its representation and warranty regarding the leases being only the 13 leases (PSA s. 4.2(m)).

The Vendor has aggravated these breaches by failing to confirm for 573 the exact number of these unpermitted tenancies, nor their terms. The suggestion that these leases are a “practical benefit” to 573 appears to be an acknowledgment that the Vendor is in breach. In any event, there is no “practical benefit” to 573 when the Vendor has withheld from 573 details regarding encumbrances on the Property which 573 is to acquire. These unpermitted tenancies create both uncertainty and liability risk, as our client has not had the opportunity to vet any of the tenants nor approve of the lease terms.

Our client considers the Vendor's conduct – refusing to provide the requested confirmation, and instead proposing alternative terms – to be a repudiation of the PSA. Our client does not accept the repudiation. By this letter we put you and your client on notice that our client intends to commence an action for specific performance.

Yours truly,

**Dennis James Aitken LLP**



Craig Dennis, K.C.

604-659-9480

[cdennis@djacounsel.com](mailto:cdennis@djacounsel.com)

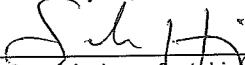
CPD/sc

c.c.: Edward Wilson  
Jennifer Williams  
Client



Suite 1600 Cathedral Place  
925 West Georgia Street  
Vancouver, BC  
Canada V6C 3L2  
T: 604.685.3456

This is Exhibit "F" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

  
A Commissioner for taking Affidavits  
within British Columbia.

December 18, 2023

BY EMAIL ([jwilliams@mltaikins.com](mailto:jwilliams@mltaikins.com))

MLT Aikins LLP  
Suite 2600, 1066 West Hastings Street  
Vancouver, BC V6E 3X1

Attention: Jennifer M. Williams

Dear Madam:

**Re: Cameray Gardens - Purchase & Sale Agreement dated December 7, 2022 (the "PSA")**

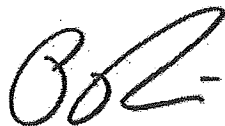
We write further to our letter dated December 12, 2023 addressed to Mr. Dennis, K.C., and copied to you. In material breach of the PSA between our respective clients, your client, 1038573 B.C. Ltd., failed to complete the purchase of the Property, as defined in the PSA, on the Completion Date of December 15, 2023.

Our client, The Owners, Strata Plan NW289, as represented by its liquidator, Crowe MacKay & Company Ltd. (the "**Liquidator**"), is entitled to the immediate release of the First Deposit, as defined in the PSA. Pursuant to clause 2.5(a)(ii) of the PSA, please arrange to have the sum of \$3,000,000.00, together with all interest earned thereon, paid to "Lawson Lundell LLP in trust".

In the event you are unprepared to comply with the terms of the PSA and release the First Deposit to the Liquidator, we put you on notice that those funds must remain in your trust account until such time as there is either an agreement in writing between the parties or a court order with respect to the disposition of the First Deposit and the interest earned thereon.

Yours very truly,

LAWSON LUNDELL LLP



Peter J. Roberts, K.C.  
PJR/acc2

cc. Craig Dennis, K.C., Dennis James Aitken LLP  
Derek Lai, Crowe Mackay & Company Ltd.

Peter J. Roberts, K.C.  
D: 604.631.9158  
F: 604.641.4400  
[proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com)

DENNIS | JAMES | AITKEN  
COUNSEL

57  
Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, BC V6C 1X8  
Tel: 604-659-9479  
Fax: 604-282-7824

December 18, 2023

**Via Email ([proberts@lawsonlundell.com](mailto:proberts@lawsonlundell.com))**

Lawson Lundell LLP  
1600 Cathedral Place  
925 West Georgia St.  
Vancouver, BC V6C 3L2

**Attention: Peter Roberts, K.C.**

Dear Sirs/Mesdames:

**Re: Cameray Gardens**

We write further to our letter of December 13, 2023.

By reason of the breaches set out in our letter of December 13, The Owners, Strata Plan NW289 ("Vendor") has repudiated the purchase and sale agreement dated December 7, 2022 ("PSA"). As stated in that letter, 1038573 B.C. Ltd. ("573") does not accept that repudiation, and 573 insists on specific performance.

Please advise if you will accept service of 573's notice of civil claim on behalf of the Vendor.


Because, due to the Vendor's breaches, neither party was in a position on December 15, 2023 to close the PSA, 573 designates March 15, 2024 as the new Completion Date under the PSA. Time continues to be of the essence.

573 looks forward to working with the Vendor to close the PSA on March 15, 2024.

Many thanks.

Yours truly,

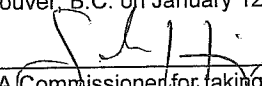
**Dennis James Aitken LLP**

  
Craig Dennis, K.C.  
604-659-9480  
[cdennis@djacounsel.com](mailto:cdennis@djacounsel.com)

CPD/sc

c.c.: Edward Wilson  
Jennifer Williams  
Client

This is Exhibit "G" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

  
A Commissioner for taking Affidavits  
within British Columbia.



Land Title Act

Charge, Notation or Filing

NEW WESTMINSTER LAND TITLE OFFICE  
DEC 18 2023 14:47:43.001

CB1083710

1. Application

Deduct LTO Fees: Yes

Document Fees: \$78.17

Dennis James Aitken LLP  
800 - 543 Granville Street  
Vancouver BC V6C 1X8  
604-659-9479

This is Exhibit "H" referred to in the affidavit of Jas king made before me at Vancouver, B.C. on January 12, 2024.

*[Signature]*  
A Commissioner for Taking Affidavits within British Columbia.

2. Description of Land

PID/Plan Number	Legal Description
001-262-921	STRATA LOT 1 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-939	STRATA LOT 2 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-947	STRATA LOT 3 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-963	STRATA LOT 4 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-971	STRATA LOT 5 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-980	STRATA LOT 6 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-262-998	STRATA LOT 7 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-005	STRATA LOT 8 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-938-530	STRATA LOT 9 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-013	STRATA LOT 10 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-021	STRATA LOT 11 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-030	STRATA LOT 12 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-048	STRATA LOT 13 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-056	STRATA LOT 14 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-064	STRATA LOT 15 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-081	STRATA LOT 16 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-859-389	STRATA LOT 17 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-739-979	STRATA LOT 18 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-099	STRATA LOT 19 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-102	STRATA LOT 20 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-111	STRATA LOT 21 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-137	STRATA LOT 22 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-145	STRATA LOT 23 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-153	STRATA LOT 24 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-161	STRATA LOT 25 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-170	STRATA LOT 26 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-188	STRATA LOT 27 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-196	STRATA LOT 28 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-200	STRATA LOT 29 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-218	STRATA LOT 30 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-226	STRATA LOT 31 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-234	STRATA LOT 32 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-242	STRATA LOT 33 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-251	STRATA LOT 34 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-269	STRATA LOT 35 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289



Land Title Act

Charge, Notation or Filing

001-263-277	STRATA LOT 36 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-285	STRATA LOT 37 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-293	STRATA LOT 38 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-613-754	STRATA LOT 39 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-025-953	STRATA LOT 40 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-307	STRATA LOT 41 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-315	STRATA LOT 42 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-323	STRATA LOT 43 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-340	STRATA LOT 44 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-358	STRATA LOT 45 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-366	STRATA LOT 46 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-374	STRATA LOT 47 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-382	STRATA LOT 48 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-391	STRATA LOT 49 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-564-885	STRATA LOT 50 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-404	STRATA LOT 51 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-421	STRATA LOT 52 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-439	STRATA LOT 53 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-447	STRATA LOT 54 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-455	STRATA LOT 55 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
000-814-377	STRATA LOT 56 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-463	STRATA LOT 57 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-480	STRATA LOT 58 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-498	STRATA LOT 59 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-528	STRATA LOT 60 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-544	STRATA LOT 61 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-561	STRATA LOT 62 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-035-118	STRATA LOT 63 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-579	STRATA LOT 64 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-595	STRATA LOT 65 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-609	STRATA LOT 66 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-617	STRATA LOT 67 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-625	STRATA LOT 68 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-633	STRATA LOT 69 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-641	STRATA LOT 70 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-650	STRATA LOT 71 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-676	STRATA LOT 72 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-684	STRATA LOT 73 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-706	STRATA LOT 74 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-714	STRATA LOT 75 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-731	STRATA LOT 76 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-749	STRATA LOT 77 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-757	STRATA LOT 78 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289



Land Title Act

**Charge, Notation or Filing**

000-473-774	STRATA LOT 79 OF DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN OF FORM 1
001-263-765	STRATA LOT 80 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-773	STRATA LOT 81 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-781	STRATA LOT 82 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-790	STRATA LOT 83 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-811	STRATA LOT 84 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-820	STRATA LOT 85 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-838	STRATA LOT 86 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-846	STRATA LOT 87 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-854	STRATA LOT 88 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-862	STRATA LOT 89 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-871	STRATA LOT 90 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-889	STRATA LOT 91 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-897	STRATA LOT 92 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-919	STRATA LOT 93 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-927	STRATA LOT 94 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-935	STRATA LOT 95 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-943	STRATA LOT 96 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-951	STRATA LOT 97 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-960	STRATA LOT 98 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-978	STRATA LOT 99 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-263-994	STRATA LOT 100 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289
001-264-001	STRATA LOT 101 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289

3. Nature of Charge, Notation, or Filing

Type	Affected Number	Additional Information
<b>CERTIFICATE OF PENDING LITIGATION</b>		

4. Person Entitled to be Registered as Charge Owner

<p><b>1038573 B.C. LTD.</b>                  C/O 800 - 543 GRANVILLE STREET                  VANCOUVER BC V6C 1X8</p>
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Land Title Act

**Charge, Notation or Filing**

**Electronic Signature**

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

**Alan Ives Chim  
GBW49K**

Digitally signed by  
Alan Ives Chim GBW49K  
Date: 2023-12-18  
14:35:48 -08:00

Land Title Act

**Form 31**

NATURE OF INTEREST: CHARGE – CERTIFICATE OF PENDING LITIGATION

HEREWITH FEE OF \$40.00

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.(S):

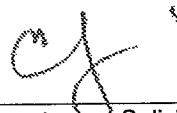
SEE SCHEDULE "A", ATTACHED

Address of person entitled to register this certificate of pending litigation:

1038573 B.C. Ltd.  
c/o Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, BC V6C 1X8

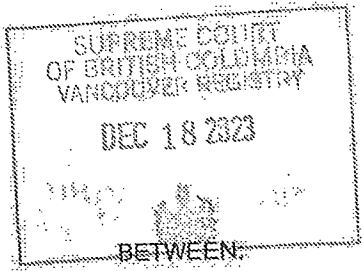
Full name, address, telephone number of person presenting this application:

Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, BC V6C 1X8  
Attention: Craig Dennis, K.C. / Ray Power  
Email: [cdennis@diacounsel.com](mailto:cdennis@diacounsel.com) / [rpower@diacounsel.com](mailto:rpower@diacounsel.com)  
Phone #: (604) 659-9479



---

Signature of Solicitor  
Craig Dennis, K.C.



93238586

No. Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

1038573 B.C. LTD.

Plaintiff

AND:

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

Defendants

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that in a proceeding commenced in this court a claim is made for an estate or interest in land or a right of action in respect of land is given by an enactment other than the *Land Title Act*. The particulars are set out in the attached copy of the document by which the claim is made.

Given under my hand and the seal of the Court at Vancouver, British Columbia, this 18<sup>th</sup> day of December, 2023.

Registrar

C. TAN  
DEPUTY DISTRICT REGISTRAR

**SCHEDULE A – STRATA LOTS OF CAMERAY GARDENS**

LOT NO.	LEGAL DESCRIPTION
1.	STRATA LOT 1 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-921
2.	STRATA LOT2 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-939
3.	STRATA LOT 3 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-947
4.	STRATA LOT 4 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-963
5.	STRATA LOT 5 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-971
6.	STRATA LOT 6 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-980
7.	STRATA LOT 7 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-998
8.	STRATA LOT 8 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-005
9.	STRATA LOT 9 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-938-530
10.	STRATA LOT 10 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-013
11.	STRATA LOT 11 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-021
12.	STRATA LOT 12 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-030

LOT NO.	LEGAL DESCRIPTION
13.	STRATA LOT 13 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-048
14.	STRATA LOT 14 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-056
15.	STRATA LOT 15 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-064
16.	STRATA LOT 16 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-081
17.	STRATA LOT 17 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-859-389
18.	STRATA LOT 18 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-739-979
19.	STRATA LOT 19 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-099
20.	STRATA LOT 20 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-102
21.	STRATA LOT 21 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-111
22.	STRATA LOT 22 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-137
23.	STRATA LOT 23 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-145
24.	STRATA LOT 24 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-153

LOT NO.	LEGAL DESCRIPTION
25.	STRATA LOT 25 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-161
26.	STRATA LOT 26 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-170
27.	STRATA LOT 27 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-188
28.	STRATA LOT 28 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-196
29.	STRATA LOT 29 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-200
30.	STRATA LOT 30 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-218
31.	STRATA LOT 31 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-226
32.	STRATA LOT 32 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-234
33.	STRATA LOT 33 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-242
34.	STRATA LOT 34 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-251
35.	STRATA LOT 35 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-269
36.	STRATA LOT 36 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-277

LOT NO.	LEGAL DESCRIPTION
37.	STRATA LOT 37 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-285
38.	STRATA LOT 38 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-293
39.	STRATA LOT 39 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-613-754
40.	STRATA LOT 40 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-025-953
41.	STRATA LOT 41 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-307
42.	STRATA LOT 42 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-315
43.	STRATA LOT 43 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-323
44.	STRATA LOT 44 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-340
45.	STRATA LOT 45 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-358
46.	STRATA LOT 46 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-366
47.	STRATA LOT 47 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-374
48.	STRATA LOT 48 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-382

LOT NO.	LEGAL DESCRIPTION
49.	STRATA LOT 49 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-391
50.	STRATA LOT 50 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-564-885
51.	STRATA LOT 51 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-404
52.	STRATA LOT 52 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-421
53.	STRATA LOT 53 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-439
54.	STRATA LOT 54 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-447
55.	STRATA LOT 55 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-455
56.	STRATA LOT 56 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-814-377
57.	STRATA LOT 57 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-463
58.	STRATA LOT 58 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-480
59.	STRATA LOT 59 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-498
60.	STRATA LOT 60 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-528

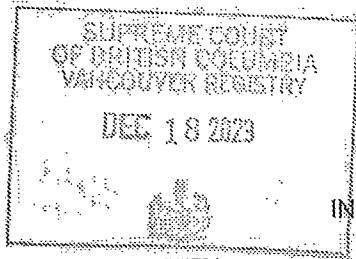


LOT NO.	LEGAL DESCRIPTION
61.	STRATA LOT 61 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-544
62.	STRATA LOT 62 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-561
63.	STRATA LOT 63 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-035-118
64.	STRATA LOT 64 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-579
65.	STRATA LOT 65 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-595
66.	STRATA LOT 66 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-609
67.	STRATA LOT 67 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-617
68.	STRATA LOT 68 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-625
69.	STRATA LOT 69 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-633
70.	STRATA LOT 70 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-641
71.	STRATA LOT 71 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-650
72.	STRATA LOT 72 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-676

LOT NO.	LEGAL DESCRIPTION
73.	STRATA LOT 73 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-684
74.	STRATA LOT 74 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-706
75.	STRATA LOT 75 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-714
76.	STRATA LOT 76 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-731
77.	STRATA LOT 77 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-749
78.	STRATA LOT 78 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-757
79.	STRATA LOT 79 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-473-774
80.	STRATA LOT 80 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-765
81.	STRATA LOT 81 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-773
82.	STRATA LOT 82 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-781
83.	STRATA LOT 83 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-790
84.	STRATA LOT 84 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-811

LOT NO.	LEGAL DESCRIPTION
85.	STRATA LOT 85 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-820
86.	STRATA LOT 86 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-838
87.	STRATA LOT 87 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-846
88.	STRATA LOT 88 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-854
89.	STRATA LOT 89 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-862
90.	STRATA LOT 90 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-871
91.	STRATA LOT 91 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-889
92.	STRATA LOT 92 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-897
93.	STRATA LOT 93 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-919
94.	STRATA LOT 94 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-927
95.	STRATA LOT 95 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-935
96.	STRATA LOT 96 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-943

LOT NO.	LEGAL DESCRIPTION
97.	STRATA LOT 97 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-951
98.	STRATA LOT 98 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-960
99.	STRATA LOT 99 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-978
100.	STRATA LOT 100 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-994
101.	STRATA LOT 101 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-264-001



No. CE238506  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

Plaintiff

AND:

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

Defendants

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff 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:

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

#### CLAIM OF THE PLAINTIFF

##### Part 1: STATEMENT OF FACTS

1. The plaintiff, 1038573 B.C. Ltd. ("573"), is a company duly incorporated pursuant to the laws of British Columbia, with a registered address at 215-13737 – 72<sup>nd</sup> Avenue, Surrey, British Columbia.

2. The defendant, The Owners, Strata Plan NW289 (the "Strata Corporation"), is a strata corporation duly subsisting pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43, with a registered address c/o Bayside Property Services Ltd., Suite #100, 6400 Roberts Street, Burnaby, British Columbia.

3. The defendants listed in Schedule "A" to this notice of civil claim are the registered owners of strata lots 1 through 101 of the Strata Corporation (together, the "Strata Lot Owners"). The Strata Lot Owners' respective addresses for service are listed in Schedule "A".
4. The Strata Lot Owners own the common property and common assets of the Strata Corporation as tenants in common pursuant to s. 66 of the *Strata Property Act*, S.B.C. 1998, c. 43.
5. By an agreement in writing made on or about December 7, 2022 between 573 as purchaser and the Strata Corporation (on its own behalf and on behalf of the Strata Lot Owners) as vendor (the "Purchase Contract"), 573 agreed to purchase and the Strata Corporation agreed to sell all of the lands and premises within Strata Plan NW289, municipally located at 3925 Kingsway, Burnaby, British Columbia, V5H 3Y7 and 5715 Jersey Avenue, Burnaby, British Columbia, V5H 2L3 and more particularly described in Schedule "B" hereto, together with all improvements thereon and rights and benefits appurtenant thereto (together, the "Property"); for a price of \$61,000,000.
6. On May 20, 2023, the Strata Corporation held a special general meeting at which a resolution was proposed to approve the Purchase Contract (the "Resolution"). The Resolution achieved over 75 percent support from the Strata Lot Owners and was therefore approved.
7. The completion date in the Purchase Contract, as amended, was December 15, 2023.
8. 573 wanted to purchase the Property, and entered into the Purchase Contract, because the Property is unique and has special characteristics, including in the following respects:
  - (a) the Property's location – including proximity to Vancouver, nearby amenities, a major thoroughfare (Kingsway) and transit (bus access on Kingsway, close to Patterson Station);
  - (b) considerable nearby parklands – including the 86-hectare Central Park located directly to the south;
  - (c) the size, nature and age of the Property and the buildings thereon, and the lack of any similar properties on the market; and

- (d) the Property's existing zoning – which allows for considerable future development opportunity – and the potential future sightlines of those developments, given Central Park's location directly to the south of the Property.

9. The Strata Corporation (acting on its own behalf and on behalf of the Strata Lot Owners) has failed to complete the sale and purchase of the Property in accordance with the Purchase Contract, including because the Strata Corporation has failed to deliver clear title to the Property (and, further, indicated to 573 in the period prior to closing that the Strata Corporation would not on closing be in a position to deliver clear title).

10. 573 has at all material times been ready, willing, and able to complete the sale and purchase of the Property in accordance with the Purchase Contract. However, the Strata Corporation's breaches of the Purchase Contract have prevented 573 from closing under the Purchase Contract.

11. Since the Property has unique and special characteristics, an alternative property that lacked such features would not be a suitable substitute, having regard to the purpose for which 573 agreed to purchase the Property.

12. On December 18, 2023, 573 wrote to the Strata Corporation setting out that (i) the Strata Corporation had repudiated the Purchase Contract, (ii) 573 does not accept that repudiation and insists on specific performance, and (iii) as neither party was in a position on December 15, 2023 to close as a result of the Strata Corporation's breaches of the Purchase Contract, 573 designates March 15, 2024 as the new completion date under the Purchase Contract and time continues to be of the essence.

## Part 2: RELIEF SOUGHT

13. 573 claims against the defendants as follows:
- (a) an order that the Strata Corporation specifically perform its agreement to sell the Property to 573, in accordance with the terms of the Purchase Contract, on March 15, 2024 or such other date as is designated by this Honourable Court;
  - (b) an order that the defendants take and do all steps necessary to complete the sale of the Property to 573;



- (c) a certificate of pending litigation against title to the Property;
- (d) in the alternative, damages in lieu of specific performance;
- (e) in the further alternative, damages for breach of contract;
- (f) if necessary, interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- (g) costs; and
- (h) such further and other relief as this Honourable Court may order.

**Part 3: LEGAL BASIS**

14. 573 and the Strata Corporation have an agreement, in the terms of the Purchase Contract, which provides 573 with a valid and subsisting right to purchase the Property for \$61,000,000.

15. In breach of the Purchase Contract, the Strata Corporation (acting on behalf of the Strata Lot Owners) is refusing to perform the Purchase Contract.

16. The Property has unique and special characteristics such that an alternative property that lacked those features would not be a suitable substitute. As a result, 573 is entitled to specific performance of the Purchase Contract for the sale of the Property or, alternatively, damages in lieu of specific performance.

17. 573 is entitled to file a Certificate of Pending Litigation against title to the Property (in particular, each of strata lots 1 through 101 of the Strata Corporation) on the basis that 573 has an interest in the Property pursuant to the Purchase Contract.

18. 573 pleads and relies on s. 215 of the *Land Title Act*, R.S.B.C. 1996, c. 250.

Plaintiff's address for service:

Dennis James Aitken LLP  
800 – 543 Granville Street  
Vancouver, BC V6C 1X8

Attention: **Craig Dennis, K.C.**  
**Ray Power**  
**San Chan**

Fax number address for service (if any):

N/A

Email address for service (if any):

cdennis@diacounsel.com  
rpower@diacounsel.com  
schan@diacounsel.com


Place of trial:

Vancouver, British Columbia

The address of the registry is:

Vancouver Law Courts  
800 Smithe Street  
Vancouver, British Columbia

Date: December 18, 2023

  
\_\_\_\_\_  
Signature of counsel for the plaintiff  
for Craig Dennis, K.C.  
Dennis James Aitken LLP

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****Part 1: CONSIDER SUMMARY OF NATURE OF CLAIM:**

The plaintiff's claim is against the defendants for specific performance of a contract for the sale of land.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- Aboriginal law
- constitutional law
- conflict of law
- none of the above
- do not know

**Part 4: ENACTMENTS:**

*Court Order Interest Act*, R.S.B.C. 1996, c. 79.

*Land Title Act*, R.S.B.C. 1996, c. 250.

*Strata Property Act*, S.B.C. 1998, c. 43.

**Schedule "A"**

**STRATA LOTS - OWNERS**

LOT NO.	REGISTERED OWNER(S)
1.	JENNY DONNA DICKISON 105 - 3925 Kingsway Burnaby, BC V5H 3Y7
2.	FERNANDO MARCELINO DUTRA DE SOUSA 106 - 3925 Kingsway Burnaby, BC V5H 3Y7
3.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
4.	CARMELIA MARIA DA SILVA 108 - 3925 Kingsway Burnaby, BC V5H 3Y7
5.	HON-CHING RUDOLPH CHENG 109 - 3925 Kingsway Burnaby, BC V5H 3Y7
6.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
7.	1161359 B.C. LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
8.	RICKY HEE MENG LAI 112 - 3925 Kingsway Burnaby, BC V5H 3Y7
9.	PIA FACCIÒ 685 Pleasant Park Ottawa, Ontario K1O 1Y3
10.	1161359 B.C. LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
11.	1161359 B.C. LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
12.	1184416 BC LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
13.	MARK WILLIAM LOUITIT and SARAH KINUKO LOUITIT 118 - 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)

LOT NO.	REGISTERED OWNER(S)
14.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
15.	BARRY DOUGLAS WATSON, AS ADMINISTRATOR OF THE ESTATE OF KENNETH JOHN WATSON 130 Dewdney Crescent Penticton, BC V2A 7Z6
16.	LI PING DUAN 102 - 3925 Kingsway Burnaby, BC V5H 3Y7
17.	NORMAN VICTOR LEECH 103 - 3925 Kingsway Burnaby, BC V5H 3Y7
18.	ROLANDO VINAS DIZON and NARCISA DIZON 104 - 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
19.	NICHOLAS GEORGE KARAMOUZOS and MARIA KARAMOUZOS 205 - 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
20.	CUI MING CHEN 206 - 3925 Kingsway Burnaby, BC V5H 3Y7
21.	YANKUI WANG 302 - 5565 Inman Avenue Burnaby, BC V5H 2M2 (as to an undivided 1/100 interest)  XIN TIAN 207 - 3925 Kingsway Burnaby, BC V5H 3Y7 (as to an undivided 99/100 interest)
22.	MARIA DA NATIVIDADE ALMEIDA 208 - 3925 Kingsway Burnaby, BC V5H 3Y7
23.	1237765 B.C. LTD. 268 - 8191 Westminster Highway Richmond, BC V6X 1A7
24.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
25.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4

LOT NO.	REGISTERED OWNER(S)
26.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
27.	JU-SHAN CHIANG and FLORA FU 214 – 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
28.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
29.	1184414 BC LTD. 1130 – 1185 Georgia St. W. Vancouver, BC V6E 4E6
30.	1161359 B.C. LTD. 1234 West 41 <sup>st</sup> Avenue Vancouver, BC V6M 1X2
31.	AMARSINGH BHATIA and NARANJAN KAUR BHATIA 218 – 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
32.	PHUNG KIM VUONG and TUONG LAM 219 – 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
33.	MONICA PAOLA ALIAGA 201 – 3925 Kingsway Burnaby, BC V5H 3Y7
34.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
35.	MARCELINO LOPES DE SOUSA and OLGA MARIA DUTRA DE SOUSA 5507 Woodsworth St. Burnaby, BC V5G 4M3 (as joint tenants)
36.	1237765 B.C. LTD. 268 – 8191 Westminster Highway Richmond, BC V6X 1A7
37.	1184413 BC LTD. 1130 – 1185 West Georgia St. Vancouver, BC V6J 4H1
38.	LJUALHATI ONGKEKO CRISOSTOMO 306 – 3925 Kingsway Burnaby, BC V5H 3Y7

LOT NO.	REGISTERED OWNER(S)
39.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
40.	RICHARD RAYMOND RAVENSBERGEN and DAWN MARIE RAVENSBERGEN 308 – 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
41.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
42.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
43.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
44.	1184414 BC LTD. 1130 – 1185 Georgia St. W. Vancouver, BC V6E 4E6
45.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
46.	YUK FAR CHEUNG and YIN ON CHEUNG 315 – 3925 Kingsway Burnaby, BC V5H 3Y7 (as joint tenants)
47.	1184413 BC LTD. 1130 – 1185 West Georgia St. Vancouver, BC V6E 4E6
48.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
49.	GARY LUCIEN DREES 318 – 3925 Kingsway Burnaby, BC V5H 3Y7
50.	THOMAS PATRICK FLEMING 319 – 3925 Kingsway Burnaby, BC V5H 3Y7
51.	1181359 B.C. LTD. 1130 – 1185 West Georgia St. Vancouver, BC V6E 4E6
52.	1184416 B.C. LTD. 1130 – 1185 West Georgia St. Vancouver, BC V6E 4E6



LOT NO.	REGISTERED OWNER(S)
53.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
54.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
55.	1352962 B.C. LTD. 2300 – 550 Burrard Street Vancouver, BC V6C 2B5
56.	WAN CHEN and HONG YANG 114 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
57.	1161359 B.C. LTD. 1130 – 1185 West Georgia St. Vancouver, BC V6E 4E6
58.	1184416 B.C. LTD. 1130 – 1185 West Georgia St. Vancouver, BC V6E 4E6
59.	SU JUAN SITU 101 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
60.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
61.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
62.	VAN DAO NGUYEN and THI BICH HANG NGUYEN 104 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
63.	JULIAN BOZSIK 105 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
64.	CHRISTIAN HERBERT JOSON LIM and IRIS JUNE CALIBUGAN ADIONG 106 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
65.	ANGELA JOY EYKELBOSH 4372 Webdon Road Duncan, BC V9L 6J5

LOT NO.	REGISTERED OWNER(S)
66.	THE OWNERS, STRATA PLAN NW289 3925 Kingsway Burnaby, BC V5H 3Y7
67.	1184416 B.C. LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
68.	NGUYEN THANH VUONG and TUYET NGOC DU 102 - 2277 East 30th Avenue Vancouver, BC V5N 5N1 (as joint tenants)
69.	1352962 B.C. LTD. 2300 - 550 Burrard Street Vancouver, BC V6C 2B5
70.	1161359 B.C. LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
71.	OM PARKASH LOOMBA and MERRAN LOOMBA 215 - 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
72.	SUZANNE JUANITA KUDELSKI 216 - 5715 Jersey Avenue Burnaby, BC V5H 2L3
73.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
74.	YAN QIONG LU 201 - 5715 Jersey Avenue Burnaby, BC V5H 2L3
75.	1184416 B.C. LTD. 1130 - 1185 West Georgia St. Vancouver, BC V6E 4E6
76.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
77.	PING HE 204 - 5715 Jersey Avenue Burnaby, BC V5H 2L3
78.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
79.	EDWARD LAWRENCE THUE 206 - 5715 Jersey Avenue Burnaby, BC V5H 2L3

LOT NO.	REGISTERED OWNER(S)
80.	RICHARD CHARLES PATRICK SPENCER and DIANE MARIE SPENCER 207 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
81.	ARTHUR SUMMERS WILLIAMSON 208 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
82.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
83.	GARY DALE CHARTER and CRISTINA RIMANDO GAPAL 210 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
84.	JU TAI ZHOU and YU QING LI 211 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
85.	ZHI HAO YANG 212 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
86.	DAISY CUETO EVANGELISTA and MARIA CHERRY EVANGELISTA 314 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
87.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
88.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
89.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
90.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
91.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
92.	1276331 B.C. LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4

LOT NO.	REGISTERED OWNER(S)
93.	MEGAN MARY BURGHALL 304 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
94.	NASIM BHALOO 305 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
95.	HUI LIN DONG and LI WANG 306 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as joint tenants)
96.	MANSOUR MESHKI 307 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
97.	1276331 B.C., LTD. 2233 West 35 <sup>th</sup> Avenue Vancouver, BC V6M 1J4
98.	HSIANG CHIAO HUANG 309 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
99.	GORDON WILLIAM PATERSON 8992 Major Street Fort Langley, BC V1M 2R8  YVONNE JO-ANNE ENGLAND 45 – 21164 88 Avenue Langley, BC V1M 2E9  GRACE JOANNA LEVSEN 310 5715 Jersey Avenue Burnaby, BC V5H 2L3  (as joint tenants)
100.	PING CHOR CHAN 311 – 5715 Jersey Avenue Burnaby, BC V5H 2L3
101.	SO FAN LEE 312 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as to an undivided 3/4 interest)  TAK TAI LUI 312 – 5715 Jersey Avenue Burnaby, BC V5H 2L3 (as to an undivided 1/4 interest)

**Schedule "B"**

**STRATA LOTS – LEGAL DESCRIPTIONS**

LOT NO.	LEGAL DESCRIPTION
1.	STRATA LOT 1 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-921
2.	STRATA LOT 2 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-939
3.	STRATA LOT 3 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-947
4.	STRATA LOT 4 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-963
5.	STRATA LOT 5 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-971
6.	STRATA LOT 6 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-980
7.	STRATA LOT 7 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-262-998
8.	STRATA LOT 8 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-005
9.	STRATA LOT 9 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-938-530
10.	STRATA LOT 10 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-013
11.	STRATA LOT 11 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-021

LOT NO.	LEGAL DESCRIPTION
12.	STRATA LOT 12 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-030
13.	STRATA LOT 13 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-048
14.	STRATA LOT 14 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-056
15.	STRATA LOT 15 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-064
16.	STRATA LOT 16 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-081
17.	STRATA LOT 17 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-859-389
18.	STRATA LOT 18 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-739-979
19.	STRATA LOT 19 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-099
20.	STRATA LOT 20 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-102
21.	STRATA LOT 21 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-111
22.	STRATA LOT 22 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-137

LOT NO.	LEGAL DESCRIPTION
23.	STRATA LOT 23 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-145
24.	STRATA LOT 24 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-153
25.	STRATA LOT 25 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-161
26.	STRATA LOT 26 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-170
27.	STRATA LOT 27 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-188
28.	STRATA LOT 28 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-196
29.	STRATA LOT 29 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-200
30.	STRATA LOT 30 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-218
31.	STRATA LOT 31 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-226
32.	STRATA LOT 32 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-234
33.	STRATA LOT 33 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-242

LOT NO.	LEGAL DESCRIPTION
34.	STRATA LOT 34 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-251
35.	STRATA LOT 35 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-269
36.	STRATA LOT 36 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-277
37.	STRATA LOT 37 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-285
38.	STRATA LOT 38 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-293
39.	STRATA LOT 39 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-613-754
40.	STRATA LOT 40 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-025-953
41.	STRATA LOT 41 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-307
42.	STRATA LOT 42 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-315
43.	STRATA LOT 43 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-323
44.	STRATA LOT 44 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-340



LOT NO.	LEGAL DESCRIPTION
45.	STRATA LOT 45 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-358
46.	STRATA LOT 46 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-366
47.	STRATA LOT 47 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-374
48.	STRATA LOT 48 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-382
49.	STRATA LOT 49 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-391
50.	STRATA LOT 50 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-564-885
51.	STRATA LOT 51 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-404
52.	STRATA LOT 52 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-421
53.	STRATA LOT 53 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-439
54.	STRATA LOT 54 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-447
55.	STRATA LOT 55 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-455

LOT NO.	LEGAL DESCRIPTION
56.	STRATA LOT 56 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-814-377
57.	STRATA LOT 57 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-463
58.	STRATA LOT 58 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-480
59.	STRATA LOT 59 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-498
60.	STRATA LOT 60 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-528
61.	STRATA LOT 61 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-544
62.	STRATA LOT 62 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-561
63.	STRATA LOT 63 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-035-118
64.	STRATA LOT 64 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-561
65.	STRATA LOT 65 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-595
66.	STRATA LOT 66 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-609

LOT NO.	LEGAL DESCRIPTION
67.	STRATA LOT 67 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-617
68.	STRATA LOT 68 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-625
69.	STRATA LOT 69 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-633
70.	STRATA LOT 70 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-641
71.	STRATA LOT 71 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-650
72.	STRATA LOT 72 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-676
73.	STRATA LOT 73 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-684
74.	STRATA LOT 74 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-706
75.	STRATA LOT 75 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-714
76.	STRATA LOT 76 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-731
77.	STRATA LOT 77 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-749

LOT NO.	LEGAL DESCRIPTION
78.	STRATA LOT 78. District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-757
79.	STRATA LOT 79 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 000-473-774
80.	STRATA LOT 80 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-765
81.	STRATA LOT 81 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-773
82.	STRATA LOT 82 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-781
83.	STRATA LOT 83 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-790
84.	STRATA LOT 84 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-811
85.	STRATA LOT 85 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-820
86.	STRATA LOT 86 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-838
87.	STRATA LOT 87 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-846
88.	STRATA LOT 88 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-854

LOT NO.	LEGAL DESCRIPTION
89.	STRATA LOT 89 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-862
90.	STRATA LOT 90 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-871
91.	STRATA LOT 91 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-889
92.	STRATA LOT 92 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-897
93.	STRATA LOT 93 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-919
94.	STRATA LOT 94 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-927
95.	STRATA LOT 95 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-935
96.	STRATA LOT 96 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-943
97.	STRATA LOT 97 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-951
98.	STRATA LOT 98 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-960
99.	STRATA LOT 99 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-978

LOT NO.	LEGAL DESCRIPTION
100.	STRATA LOT 100 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-263-994
101.	STRATA LOT 101 District Lot 34 Group 1 New Westminster District Strata Plan NW289 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form 1; PID: 001-264-001

**TITLE SEARCH PRINT**

File Reference: 039565-160191

2021-10-25<sup>99</sup>, 15:52:50  
Requestor: Nikka Borja

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Title Issued Under** SECTION 172 LAND TITLE ACT  
CONDOMINIUM ACT (Section 3)

**Land Title District** NEW WESTMINSTER  
**Land Title Office** NEW WESTMINSTER

**Title Number** BY65548E  
**From Title Number** BY22827E

**Application Received** 1977-02-01

**Application Entered** 1977-02-03

**Registered Owner in Fee Simple**  
**Registered Owner/Mailing Address:** THE OWNERS, STRATA PLAN NW289  
3925 KINGSWAY  
BURNABY, BC

**Taxation Authority** Burnaby, City of

**Description of Land**  
**Parcel Identifier:** 001-263-609  
**Legal Description:**  
STRATA LOT 66 DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT  
STRATA PLAN NW289 TOGETHER WITH AN INTEREST IN THE COMMON  
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA  
LOT AS SHOWN ON FORM 1

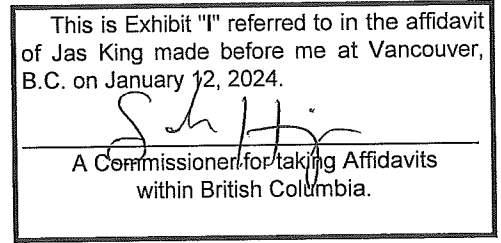
**Legal Notations** NONE

**Charges, Liens and Interests** NONE

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE



NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING Jan-29-2015 15:03:10.001  
LAND TITLE AND SURVEY AUTHORITY

MT150002

PAGE 1 OF 17 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Digitally signed by Julia Lynn Jones  
 NJYDHS  
 DN: c=CA, cn=Julia Lynn Jones  
 NJYDHS, o=Lawyer, ou=Verify ID at  
 www.juricert.com/LKUP.cfm?  
 id=NJYDHS  
 Date: 2015.01.29 14:43:02 -0700

Julia Lynn  
 Jones NJYDHS

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

First Canadian Title Company Limited  
Phone No. 604.692.0430  
1820 - 777 Hornby Street  
Vancouver BC V6Z 1S4  
Document Fees: \$25.37

FCT Ref. No. 0006

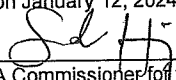
Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [legal description]

NO PID NMBR NOT APPLICABLE

STC? YES

This is Exhibit "J" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.



A Commissioner for taking Affidavits within British Columbia.

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

STANDARD MORTGAGE TERMS  
ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

NOT APPLICABLE





## Retail Collateral Mortgage

## STANDARD MORTGAGE TERMS

Filed by: The Bank of Nova Scotia

D.F. Number: \_\_\_\_\_

The following set of Standard Mortgage Terms shall be deemed to be included in and form part of every mortgage in which this set is referred to by its filing number of registration as provided under Section 225 of the **Land Title Act**.

### 1 Definitions

**Mortgage** means the Mortgage - Part 1, any schedules attached to it and this set of Standard Mortgage Terms. **You** and **your** mean each and every person who has signed or is bound by the Mortgage as Borrower or Mortgagor and anyone who has signed the Agreements. **We, our** and **us** means Scotiabank or The Bank of Nova Scotia, the Mortgagee including our successors and assigns, and, as appropriate, any of our subsidiaries. Scotiabank acts as an agent for Scotia Mortgage Corporation, a wholly owned subsidiary. Any of our subsidiaries such as Scotia Mortgage Corporation, may act as our agent. Dealing with them is the same as dealing with us. **Property** means the Property described under the heading **Parcel Identifier(s) and Legal Description(s)** of the Mortgaged Land in the Mortgage - Part 1 or any schedules attached to it and anything else included under the heading Description of Property Mortgaged covered below. **Obligations Secured** means all debts and liabilities described under the heading **Obligations Secured**. **Costs and Servicing Fees** means all costs and servicing fees referred to in the Mortgage and the Agreements including costs and servicing fees under the headings **Costs and Servicing Fees** and **Additional Costs and Servicing Fees** covered below. **Agreement(s)** means all of the contracts, agreements, companion booklets (as amended or replaced), promissory notes, bills, notices or other documents which govern or relate to the Obligations Secured and all renewals, replacements and substitutions of them. The Mortgage is made pursuant to the Land Title Act. **If the Mortgage is Canada Mortgage and Housing Corporation (CMHC) insured, or insured by any other third party provider of similar insurance, it is made according to the National Housing Act (Canada).**

References to paragraphs refer to paragraphs of this set of Standard Mortgage Terms. **Any reference to an Act in this Mortgage includes any amendment, replacement, or re-enactment of that Act.**

### 2. Description of Property Mortgaged

Any Buildings now or later on the Property and any other Property that is at any time attached or fixed to the land, including additions, alterations and improvements to the Buildings are mortgaged by this Mortgage.

### 3. Obligations Secured

The debts and liabilities secured by this Mortgage are all obligations, debts and liabilities, present or future, absolute or contingent, matured or not, at any time owing by you to us or remaining unpaid by you to us, either arising from dealings between you and us or from any other dealings or proceedings by which we may be or become in any manner whatsoever your creditor, and wherever incurred and whether incurred by you alone or with another or others and whether as principal or surety.

You agree to perform all your obligations and to pay in accordance with the Agreements and this Mortgage all amounts including but not limited to all Costs and Servicing Fees and other amounts due to us under this Mortgage or under any of the Agreements, and all interest, including compound interest, accruing on the Obligations Secured from time to time. These amounts are secured by this Mortgage and form part of the Obligations Secured.

You agree that all payments that you make to us or that we ask you to make will be made in full without any set off,

abatement, counterclaim, deductions or withholdings whatsoever. You agree that you do not have a right to cancel, offset or reduce any payment or debt by any amount we owe you.

#### 4. What the Mortgage does

By signing this Mortgage, you grant and mortgage your entire interest in the Property to us, and to anyone to whom the Mortgage is transferred in any way, as security for the payment to us, on demand, of the Obligations Secured up to the principal amount expressed as the Principal Amount in the Mortgage – Part 1 and any schedules attached to it. The preceding sentence does not include the final day of any lease. The Mortgage secures a current or running account. The Mortgage is not satisfied or discharged by any intermediate payment of all or part of the Obligations Secured but remains a continuing security for payment and performance of the Obligations Secured, notwithstanding any change in the amount, nature or form of the Obligations Secured or any renewal, extension, amendment or replacement of the Agreements.

Our Mortgage upon your interest in the Property, subject to the Mortgage and Agreements, will end when:

- (i) You have repaid and performed the Obligations Secured including all amounts to which we may become entitled under the Mortgage; and
- (ii) You have done everything else you have promised to do in the Agreements and the Mortgage; and
- (iii) We have signed and delivered to you a discharge of the Mortgage.

You may remain in possession of the Property in accordance with the Mortgage and Agreements. We can take any steps necessary to protect the entire interest you have mortgaged to us and you agree that we may on your behalf execute and /or register any documents necessary to give effect to your mortgaging your entire interest to us. This includes, but is not limited to, rectifying clerical errors.

#### 5. No obligation to advance

If we decide, for any reason, that we do not wish to advance the entire Principal Amount or any part of it to you then we do not have to do so, even though the Mortgage is prepared, signed or registered, and whether or not any amounts have already been advanced. However, by signing the Mortgage you mortgage all of your interest in the Property to us. You will, immediately, pay our Costs and Servicing Fees including but not limited, to investigating the title to the Property and preparing and registering the Mortgage.

#### 6. Your title to the Property

As owner of the Property, you agree that it is a condition that, as of the date of this Mortgage and as at each subsequent advance of the Obligations Secured:

- (i) You are the lawful owner of the Property;
- (ii) You have the right to give us the Mortgage;
- (iii) There are no encumbrances or other claims or interests on the title to the Property other than those disclosed on the registered title to the Property; and
- (iv) There are no limitations or restrictions on your title to the Property except Building by-laws, zoning regulations and registered restrictions which have been complied with.

If you are a tenant of the Property, you certify that, as of the date of this Mortgage and as at each subsequent advance of the Obligations Secured:

- (i) The Property is leased to you and your legal or personal representatives under a lease, a copy of which you have provided to us;
- (ii) The lease is a binding and existing lease and all information you have provided to us concerning it is true;
- (iii) All rents payable and other amounts due under the lease have been paid;
- (iv) You have permission or the right to assign and mortgage or charge the lease; and
- (v) Except as expressed in the lease, there are no limitations, restrictions or encumbrances on your interest under the lease other than Building by-laws, zoning regulations and registered restrictions which have been complied with.

You agree not to further transfer, mortgage, charge, hypothecate, lease or encumber the Property without our prior written consent.

You promise not to do anything that will interfere with our mortgage upon your interest in the Property and you agree to sign any documents or do anything further that we think is necessary to mortgage to us your interest in the Property.

If we agree in writing that the Mortgage is not a first mortgage on the Property, you agree not to increase the principal amount owing under any prior mortgage or to re-borrow any amount repaid under a prior mortgage without our written approval unless the prior mortgage is held by us. We may withhold our approval for any reason. You promise not to default under any prior mortgage. You consent to us giving notice to the holder of the other mortgage of the existence of this Mortgage and of all the terms of this Mortgage and Agreements.

## 7. Your Responsibilities

(i) **Payment** – You agree to pay us the Obligations Secured on demand, and to comply with all your other obligations under this Mortgage or under all Agreements.

### (ii) Insurance

(a) You will insure without delay, and keep insured, in our favour and until the Mortgage is discharged, all Buildings and improvements covered by the Mortgage as set out in the definition of Property above (including those which will be built in the future both during construction and afterwards) (the "Buildings") against loss or damage by fire and other perils usually covered by a standard extended coverage insurance policy and against any other perils we request. Such insurance must be provided by a company approved by us for the full replacement cost of the Buildings (the maximum amount for which the Buildings can be insured) in Canadian dollars. Your policy must be in a form satisfactory to us and must include extended perils coverage and the Canadian standard mortgage clause satisfactory to us stating that loss under the policy is payable to us. You shall, at our request, transfer to us all insurance policies and receipts you have on the Buildings and any proceeds from that insurance. Co-insurance is not permitted.

In our opinion, if you do not comply with this section before your insurance expires or is terminated, and if you do not:

- maintain insurance on the Buildings;
- deliver a copy of any insurance policy and/or receipt of payment to us within five (5) calendar days after we make a request; or
- provide us with evidence, of any renewal or replacement of the insurance or insurance broker, at least thirty (30) days before your insurance expires or is terminated; or
- provide us with a policy that contains an assurance by the insurer to notify the Bank in writing not less than thirty (30) days prior to any material change, cancellation, failure to renew or termination of any policy.

we can, but are not obliged to insure any of the Property or Buildings.

(b) We may take out insurance under an individual policy or the Property may be insured under a blanket insurance policy issued to us. If we take out such insurance we will insure the Property only for the amount owing under the Obligations Secured. You will pay our Costs and Servicing Fees immediately.

Also, if the insurance you obtain is not acceptable to us in our reasonable estimation, we can require you to replace it with insurance which is acceptable. If the Property includes a strata unit you will seek to ensure the full compliance by the strata corporation with its duties and obligations under the Strata Property Act and the Bylaws of the Strata Corporation.

(c) If the Property is a strata unit you will ensure that the Strata Corporation will at all times comply with the terms of all insurance policies, the insurance provisions of the Bylaws and any insurance trust agreement. You will also ensure that the insurance taken out by the Strata Corporation complies with the obligations of this section. You will ensure that the Strata Corporation assigns and delivers to us certificates of insurance or, if required by us, certified copies of each insurance policy, as soon as possible after placing the required insurance.

In addition to the insurance which the corporation must obtain, you must:

- i Insure your strata unit;
- ii. Insure all improvements which you or previous owners have made to your unit;
- iii. Insure your common or other interest in the Buildings (whether presently existing or built in the future, both during construction and afterwards) which are part of the strata Property or assets of the corporation, if the

corporation fails to insure the Buildings or assets as required or if we require you to do so; and

- iv. Assign your insurance policies to us and (as far as permitted by law) your interest in the policies held by the corporation.

Insurance proceeds may, to the extent permitted by law, in whole or in part and, at our sole discretion, be applied to rebuild or repair the damaged Buildings or paid to you or paid to any other person who owns or did own the Property, (as established by the registered title) or applied, to reduce any part of the Obligations Secured, whether due or not yet due.

- (d) You will not take or fail to take any action that may jeopardize insurance coverage for the Property without our prior written consent. You will not leave the Property unoccupied for a period of four (4) consecutive days between September 1 and June 15 nor will you leave the Property unoccupied for a period of thirty (30) consecutive days between June 16 to August 31 without our prior written consent. If you are in default under the Mortgage and if we post a notice on the Property requesting you contact us and you fail to do so within five (5) calendar days following posting of the notice you agree that this constitutes conclusive evidence that you have left the Property unoccupied and we shall be at liberty to enter or take possession of the Property.
- (e) All policies of insurance must show any loss payable (i) to us, (ii) to a trustee approved in writing by us pursuant to an insurance trust agreement approved by us or (iii) to both (if the Property is a strata unit). The terms of any insurance trust agreements, once approved in writing by us, may not be altered without our further written approval.
- (f) The Mortgage also charges all insurance proceeds as security for the Obligations Secured. If the Property is a strata unit, the Mortgage also charges your interest in the insurance trust and any insurance proceeds relating to the Property held by the trustee.
- (g) If there is any loss or damage, you must furnish at your own expense all necessary proofs of claims and do all necessary acts to enable us to obtain payment of the insurance proceeds. Production of the Mortgage will be sufficient authority for the insurer to pay any loss to us.
- (h) You will, immediately, pay our Costs and Servicing Fees related to and with respect to insurance, including investigating any insurance matters, administering insurance cancellations, paying insurance premiums, dealing with insurance claims or taking out any insurance under an individual or blanket insurance policy issued to us. You will pay our Costs and Servicing Fees immediately. If you do not, we may declare that you are in default on this Mortgage, or add these amounts to your Obligations Secured, or do both. If we add these amounts to your Obligations Secured, interest will be charged at the interest rate provided for in the Mortgage and the Agreements until they are repaid.

(iii) **Taxes**

- (a) You will make tax payments to us in accordance with this section on account of the property taxes payable on your Property so that we may pay the taxes when they become due.
- (b) We can deduct from any advance of the Obligations Secured enough money to pay all taxes due which have not been paid.
- (c) The tax payments will be made on the same dates that your regular mortgage loan payments are to be paid to us. Your tax installments will consist of the estimated annual taxes divided by the number of regular mortgage loan payments you are required to make. We may change the amount of the tax payments you make and the frequency of the tax installments from time to time to reflect changes in the annual taxes on your Property or to reflect an amount that exceeds our estimate of your taxes. The tax payments should enable us to pay all taxes on or before the annual due date for the taxes. If your taxes are payable in installments, the tax payments should enable us to pay each and every installment of taxes on your Property on or before the date on which the final installment is due.
- (d) If, however, the annual due date or the final installment date for the payment of your taxes is less than one year from the Interest Adjustment Date, you will pay us equal tax payments during that period and during the next 12 months. These equal tax payments will be based on our estimate of the total taxes payable for both periods so that we will receive enough money from you to pay all taxes for both of those periods.
- (e) You will send us immediately upon their receipt, all assessment notices, tax bills or tax notices which you receive.
- (f) We will estimate your Property taxes for the year based on information received from you. We may revise the estimate from time to time. You will pay to us on demand any amount by which the actual taxes on your

Property exceed our estimate of your taxes or exceed the amount we have accumulated to pay your taxes and failure to do so may result in additional charges, fees, or penalties from the taxing authority. Or, at our option, we may increase the tax payment to cover this amount.

- (g) We will pay your taxes from the tax payments we receive from you as long as you are not in default under this Mortgage. We are not obliged to make tax payments on the due dates or more often than once a year. If you have not paid us enough for taxes, we may still pay the taxes. This will create a debit balance in your tax account. Any debit balance is immediately payable by you. Until paid, any debit balance will be added to the Obligations Secured and will be a charge against your Property. We are under no obligation to advise you that a debit balance has been created.
- (h) We will pay you interest on any credit balance in your tax account. The interest we pay will not be less than that paid by The Bank of Nova Scotia on their savings-chequing accounts with the same credit balance. We will charge you interest on the debit balance in your tax account at the interest rate payable on the mortgage loan amount until the debit balance is paid to us in full.
- (i) We may apply the money in your tax account towards payment of any amount you owe in connection with your Mortgage that you fail to pay us when it is due.
- (j) We may agree not to require you to make property tax payments through us. If this is the case, you agree to pay all taxes directly to the taxing authority when due and to provide us with a copy of a receipt or other acceptable evidence of payment within thirty (30) days after the due date. We may also verify payment of property taxes directly with the taxing authority. Despite our agreeing not to require you to make property tax payments through us, we can, on notice, at any time, require you to make tax payments to us in accordance with this section on account of the property taxes payable on your Property so that we may pay the taxes when they become due. You agree to execute all necessary documentation required by us.
- (k) Whether the taxes are paid through us or by you, you will, immediately, pay our Costs and Servicing Fees related to and with respect to taxes, including collecting money for and paying your property taxes, including amounts charged by the taxing authority for providing information about your property taxes, for sending us your property tax invoices or for accepting property tax payments from us on your behalf. You will pay our Costs and Servicing Fees immediately. If you do not, we may declare that you are in default on this Mortgage, or add these amounts to your tax account, or do both. If we add these amounts to your tax account, interest will be charged at the interest rate payable on the mortgage loan amount until they are repaid. If you do not have a tax account we may add these amounts to your Obligations Secured and interest will be charged at the interest rate provided for in the Mortgage and the Agreements until they are repaid.
- (iv) **Other Mortgages** – You agree to pay all taxes, charges, mortgages, liens, common expenses, claims and other encumbrances on the Property when they are due. If you do not pay any of these amounts when they are due, we can pay them. We can also, without prior notice to you, pay off any liens, claims, common expenses or encumbrances against your Property which we consider to have priority over the Mortgage. If your obligation under the Mortgage is to comply with an obligation to another person, and the other person claims that you haven't complied, we can do what we choose to comply as if this claim is valid and even if you dispute it. We are entitled to rely on any statement we receive for the purpose of making any payment required to protect our interest in your Property and will not be required to undertake any further investigation. These statements will be considered conclusive evidence of the amount owing.

If we pay on your behalf any taxes, charges, mortgages, liens, claims, or other encumbrances or any common expenses, you will pay our Costs and Servicing Fees immediately.

You will also pay immediately all our Costs and Servicing Fees related to collecting any payments not received from you when due.

- (v) **Keeping the Property in good condition** – You agree to keep the Property in good condition and to make any repairs that are needed. You also agree not to do anything, or let anyone else do anything, that lowers the value of the Property or negatively affects the marketability of your Property. We can inspect the Property at any reasonable time, and charge the Costs and Servicing Fees of any inspections to you.

If you don't keep the Property in good condition, or if you or anyone else does anything that lowers the value of the Property or negatively affects the marketability of your Property, or fail to comply with this section, we can make any repairs which we consider necessary and charge our Costs and Servicing Fees of repairs to you. You will pay our Costs and Servicing Fees immediately.

Despite whether you did or did not obtain the governmental approvals that apply to your Property you will not make any alterations, additions, improvements, changes, or tear down, construct, renovate or add to the

Property without our prior written consent. In either case, we may withhold our approval in our sole discretion.

You or any party using your Property with your permission will not use the Property for any business purposes without our consent.

You or any party using your Property with your permission may not use your Property for illegal purposes or illegal substances.

You will not use your Property to cultivate or store marijuana.

(vi) **If you are a tenant of the Property** – You promise:

- to pay the rents and other amounts due under the lease as they fall due;
- to comply with all of the other terms of the lease and not to do anything that would cause the lease to be terminated;
- not to surrender the lease;
- not to make any change in the lease without first obtaining our written consent;
- to give us a true copy of any notice or request you receive concerning the lease; and
- to notify us immediately if your landlord advises you of early termination or takes any steps to effect early termination of the lease.

We can but are not obliged to appoint an agent to assign your lease and the last day of the term of your lease and the last day of any renewal term of your lease on your behalf and in your name. We may appoint an agent to transfer your interest in your Property as required to enforce any of our rights under this Mortgage, including our right to sell your Property under power of sale. The agent is to be your agent and not ours and the agent's default is considered to be solely your default.

We are not obliged to collect any rent or other income from the Property nor to comply with any term of any lease or agreement. If we choose to exercise any of our rights with respect to the rents, then our rights in the rents will take priority over all other parties claiming an interest in the rents.

We shall have the right to cure any default by you under the lease but are not required to do so. You will pay our Costs and Servicing Fees immediately.

(vii) **Payments of Costs and Servicing Fees:**

You will pay our Costs and Servicing Fees immediately. If you do not, we may declare that you are in default on this Mortgage, or add these amounts to the Obligations Secured, or do both. If we add these amounts to the Obligations Secured interest on these amounts will be charged at the interest rate provided for in the Mortgage and the Agreements until they are repaid.

## **8. Applying your payment**

We may allocate your payments to any loan under the agreement both before and after default.

Subject to the rights of any third party, any money we obtain by enforcing our rights after paying our Costs and Servicing Fees, will be applied first to the mortgage loan(s), then the line(s) of credit, the term loan(s), credit card(s) and finally to overdraft(s).

## **9. Prepayment**

Your right to prepay, if any, the principal amount will be set out in the Agreements.

If there is a default under the Mortgage and/or the Agreements and the entire balance of the Obligations Secured is accelerated and becomes immediately due and payable prior to the maturity date, you shall pay us, in addition to the full balance of the Obligations Secured, a bonus equal to three (3) months of interest on the mortgage loan amounts, at the rate of interest set out in the Agreements. The said bonus shall be payable notwithstanding any enforcement action already taken by us and we shall have no obligation to discharge the Mortgage until such payment is made.

Where a default under the Mortgage and/or the Agreements continues to or is made after the maturity date, you shall still pay us, in addition to the full balance of the amount owing on the Obligations Secured, a bonus equal to three (3) months of interest on the mortgage loan amounts, at the rate of interest set out in the Agreements, and we shall have no obligation to discharge the Mortgage until such payment is made, notwithstanding any enforcement

action already taken by us. In the event your Property is sold by us, we shall be entitled to recover the bonus of three (3) months of interest on the mortgage loan amounts from the proceeds of any sale of your Property or other proceedings for enforcement of the Mortgage and/or the Agreements, even if the sale of your Property occurs after the maturity date. Nothing herein shall be deemed to affect or in any way limit our rights to recover by action or otherwise the Obligations Secured upon default or maturity.

#### **10. Building Mortgages**

The word improvement includes any construction, installation, alteration, addition, repair or demolition of or to your Property. If any portion of the Obligations Secured is to finance an improvement, you must so inform us in writing immediately and before any advances of such portion of the Obligations Secured. You must also provide us immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. You agree that any improvement shall be made only according to contracts, plans and specifications approved in writing by us in advance and obtain our written consent. If we consent, you must complete all such Buildings or improvements as quickly as possible and provide us with proof of payment of all contracts from time to time as we require. If you do not complete the construction, we may do so and our Costs and Servicing Fees will form a part of the Obligations Secured and will bear interest at the interest rate provided for in the Mortgage and the Agreements. You will pay our Costs and Servicing Fees immediately. We will make advances (part payments of the principal amount) to you based on the progress of the improvement, until either completion and occupation or sale of the Property. We will determine whether or not any advances will be made, when they will be made and in what amount. Whatever the purpose of the Mortgage may be, we may in our sole and absolute discretion hold back funds from advances until we are satisfied that you have complied with the holdback provisions of the Builders' Lien Act. You authorize us to provide information about the Mortgage to any person claiming a builders' lien on the Property.

We do not assume any responsibility for the construction of any Buildings on your Property or the completion of any improvements to your Property or for any contractual terms or arrangements made between you and the builder or any contractors/subcontractors.

Costs and Servicing Fees relating to inspections, appraisals and other external experts which we require are your responsibility and may be deducted from advances. We will hold back sufficient funds to meet provincial lien holdback requirements and/or require our solicitor to do so until the applicable lien filing period has expired. Your solicitor can provide you with the applicable amount of the holdback.

#### **11. Transfer of leases and rents**

As additional and separate security for the Obligations Secured, you assign to us all existing and future rents and leases relating to the Property. In particular you transfer and assign to us as security:

- (i) All leases, lease agreements and their renewals;
- (ii) All rents and other money payable under the terms of all such leases and agreements. However, we may allow you to receive the rents so long as there is no default by you in making your payments to us or in complying with your other obligations to us under the Mortgage or any of the Agreements; and
- (iii) All of your rights under such leases and agreements.

In addition you confirm that:

- (i) You must obtain our prior written consent for any future leases of the Property or for the renewal of any lease (other than a renewal provided for in any lease);
- (ii) Nothing we do under this paragraph shall put us in possession of the Property;
- (iii) However, if you default under the Mortgage, we have the right to take possession of the Property, inspect, collect rents or manage the Property; and
- (iv) We are not obliged to collect any rent or other income from the Property nor to comply with any term of any lease or agreement. If we choose to exercise any of our rights with respect to the rents, then our rights in the rents will take priority over all other parties claiming an interest in the rents.

#### **12. Appointing a Receiver**

If you default in making any regular loan payment or any other payment which you have agreed to make to us, or in complying with any of your obligations under any Agreement or the Mortgage, we can, in writing, appoint a receiver (which includes a receiver and manager) to collect any income from the Property and to otherwise exercise its or our rights as set out in this Mortgage. We can also, in writing, appoint a new receiver in place of any receiver appointed

by us. The receiver is considered to be your agent and not ours and his defaults are considered to be solely your defaults.

The receiver has the right to:

- (i) Use any available remedy (taken in your name or our name) to collect the income from the Property;
- (ii) Take possession of the Property or part of it;
- (iii) Manage the Property, maintain it in good condition and complete any construction or improvements if applicable; and
- (iv) Lease the Property on whatever terms considered appropriate.

From the income collected from your Property, or the proceeds of sale of your Property, the receiver may:

- (i) Retain a commission of 5% of the total money received or any higher rate permitted by a judge or other authorized officer.
- (ii) Retain enough money to pay disbursements spent on collecting the income.
- (iii) Pay all taxes, fire insurance premiums, expenses of keeping the Property in good condition or completing any construction or improvements, interest on those payments and all charges that have priority over the Mortgage and interest on those charges. Interest is charged at the rate payable on the Obligations Secured.
- (iv) Pay us all interest that is due and payable under the Obligations Secured and then, at our option, pay us all or part of the Obligations Secured, whether due or not yet due.

Nothing done by the receiver puts us in possession of the Property or makes us accountable for any money except for money actually received by us.

### **13. Protecting our Security and Inspections**

We (including, in this section, the mortgage insurer, if the Mortgage is insured) may inspect the Property and the Buildings on it when we consider it appropriate. We may do this for any purpose but particularly to conduct environmental testing, site assessments, appraisals, occupancy checks, investigations or studies which we consider appropriate. You will pay our Costs and Servicing Fees immediately. If we do the things permitted under this section or any other provisions, we will not be considered to be in possession, management or control of the Property. This also applies to our agents.

In all cases, you will protect and indemnify us against all actions, claims, lawsuits, expenses, costs, or other demands relating to marijuana, hazardous substances or illegal substances on your Property, and any breach of your obligations under this section.

You agree that you have made reasonable investigations and enquiries and that no part of your Property now contains, nor has it ever contained, and agree that it will never contain in the future, marijuana, hazardous or illegal substances, or be used for an illegal purpose.

If marijuana, hazardous or illegal substances are found on your Property, regardless of the source or cause, you must, with our prior written consent, immediately carry out all work required to remove the marijuana, hazardous or illegal substances from your Property and repair the damage to your Property. The plans and proposals for doing the work and repairs must have been prepared in consultation with us and have been approved, in writing, by us in advance. When work is completed, you must provide us with confirmation in writing that the work is completed. This confirmation must be in a form acceptable to us. You are responsible for all of the Costs and Servicing Fees associated with this work, including providing evidence that the work has been completed. You will pay our Costs and Servicing Fees immediately.

If we do not consent to your repairing the damage, or if you fail to meet one or more of your obligations under this section you agree that we may do all or any part of the work we feel is appropriate. However, we are not obliged to do so. If we do, you will be responsible for all of the Costs and Servicing Fees associated with this. You will pay our Costs and Servicing Fees immediately.

### **14. Securitization**

We may, at our option, sell or deposit all or any part of the Obligations Secured, any Agreement or this Mortgage to one or more third party(ies) without notice to you or your consent. If we do so, you agree that this Mortgage shall continue to secure all Obligations Secured, including all amounts owing under any Obligations Secured or Agreement



that have been so sold, or assigned or deposited and all Obligations Secured that arise under any Agreement after such sale, assignment or deposit. This Mortgage and any Obligations Secured or Agreement once sold, assigned or deposited may be repurchased by us, whether or not in default.

#### 15. Immediate Payment

You will immediately, at our option, pay to us all of the Obligations Secured if any part of the Obligations Secured is not paid when it is due, or if you fail to comply with any of your obligations under the Mortgage or under any Agreement.

#### 16. Delay in Enforcement

- (i) We can delay enforcing any of our rights under the Mortgage or the Agreements without losing those rights, and we can release others from their obligations under the Mortgage or any of the Agreements without releasing any one of you.
- (ii) No delay or extension of time granted by us to you or any other person in exercising the enforcement of any of our rights under the Mortgage and Agreements, nor any Agreement referred to in the Amendments section shall affect our rights to:
  - i) Receive all payments you are obliged to make to us, when they are due and payable.
  - ii) Demand that you repay the Obligations Secured and all interest which is due and payable, on any default by you.
  - iii) Have you comply with all of your obligations to us under the Mortgage and Agreements.
  - v) Have any other person comply with the obligations that person has to us under the Mortgage and Agreements.
- (iii) In some cases, we may not enforce our rights on a particular default. However, by doing so, we are not forgiving any existing default or any other defaults in the future.
- (iv) In addition, if in these standard mortgage terms we reserve the right to make a payment or do something on your behalf, we may do so but are not obliged to do so.

#### 17. Enforcing our Rights

- (i) If you do not repay the Obligations Secured after we have demanded payment of them or if you fail to comply with any of your obligations under the Mortgage or Agreements or, if you have not corrected any other default under the Mortgage or Agreements we can take immediate possession of your Property. In addition, we may enforce any one or more of the following remedies in any order:
  - (a) Sue you - We may take such action as is necessary to obtain payment of the Obligations Secured.
  - (b) Foreclose - We may commence court proceedings to foreclose your right, title and equity of redemption to all or part of the Property. If we obtain a final order of foreclosure, your Property will by law become our Property. We may also ask the court to order the sale of the Property. If the court makes such an order, it will supervise the sale proceedings. The net proceeds of the sale will be applied to reduce the Obligations Secured. Any balance remaining after all claims have been satisfied will be paid to you. If the amount we receive from the sale of the Property is less than the Obligations Secured, you must pay us the difference.
  - (c) Power of Sale - Upon giving you such notice as is required by law, we may sell the Property or lease it or pursue any other remedy available to us under British Columbia law.

If you default in any obligation under the Mortgage and Agreements (including any default referred to in this section), we can enforce our rights and we can enter on the Property at any time, without the permission of any person, and make all arrangements that we consider advisable to:

- Inspect, lease, collect rents or manage the Property;
- Repair or put in order any Building on the Property; or
- Complete the construction of any Building on the Property.

We can also take whatever action is necessary to take possession, recover and keep possession of the Property.

After we are in a position to sell or lease the Property, we can sell it, by public auction or private sale, or lease it at

any time, in any way, and on any terms which we think are reasonable whether in cash or part cash and credit. We may with or without entering on the Property lease the Property without notice to you. If we think it is reasonable, we may cancel, terminate, amend or dispute any lease or enter into new leases without being responsible for any resulting loss.

We may apply the net proceeds of the sale or lease to reduce any part of the Obligations Secured, after paying all expenses, and Costs and Servicing Fees. We will only be accountable for the money remaining after payment of all our expenses, and Costs and Servicing Fees when we actually receive it. If the money remaining, after paying all expenses, and Costs and Servicing Fees, does not pay the Obligations Secured in full, you must pay us the difference.

You will not interfere with our possession of your Property (if we go into possession of your Property in enforcing our rights) nor with the possession of anyone to whom your Property is sold or leased.

You agree not to make any claims concerning the Property against anyone who buys it or leases it from us, or anyone who buys or leases the Property after that time. If you do have any claims concerning the Property, you agree to make them only against us and only for money damages.

If we obtain, a court order or judgment ("**Judgment**") against you for your failure to comply with any of your obligations to us under any of the Agreements or the Mortgage, the Judgment will not result in a merger of the terms of the Judgment with our other remedies or rights to enforce your other obligations under the Mortgage or the Agreements. We will continue to be entitled to receive interest on the Obligations Secured in the manner established in the Agreements. The rate of interest payable on any Judgment shall be calculated and payable in the same way as interest is calculated under the Agreements and at the same rate that interest is payable until the Judgment has been paid in full.

- (ii) If you have not removed your personal belongings from the Property before we take possession, you authorize us to remove and dispose of your belongings in any manner that we, in our absolute discretion, deem appropriate, without notice to you. We have no obligation to move, dispose or store your personal belongings and we shall have no liability for moving or not moving, disposing or storing those belongings. You will be responsible for all Costs and Servicing Fees incurred by us in dealing with those belongings. You will pay our Costs and Servicing Fees immediately.
- (iii) If we, enforce our rights under the Mortgage or Agreements, we, will not be considered to have taken possession, management or control of the Property.
- (iv) When the Mortgage or Agreements go into default as a result of an event that is outside your control, you are in default of the Mortgage and Agreements. If there is more than one of you, the default is yours even if the default applies only to one of you.
- (v) You will immediately pay all our Costs and Servicing Fees of enforcing or protecting our security or any of our rights under the Mortgage or the Agreements. Our Costs and Servicing Fees include our Costs and Servicing Fees of taking or keeping possession of the Property, an allowance for our time and services utilized in so doing, our legal fees in an amount that represents full indemnity and all other Costs and Servicing Fees related to enforcing or protecting our security or any of our rights under the Mortgage or the Agreements. These Costs and Servicing Fees will form part of the Obligations Secured and will bear interest as provided for in the Mortgage and the Agreements. You will pay our Costs and Servicing Fees immediately.

For the purpose of this section, we, our, and us, includes the mortgage insurer if the Mortgage is insured.

### **18. Dealing with the Property**

In the event of a sale, conveyance, mortgage, hypothecate, charge or other encumbrance, lease or transfer of the Property and/or in the event, a claim, a lien, execution, court order, restraint order, injunction, certificate of pending litigation, whether we are or are not a party, is registered, filed or obtained against the Property; then at our option we may declare that you are in default and all monies hereby secured shall forthwith become due and payable. We can do this even if one or more of the Agreements do not contemplate immediate payment. If we do not require you to repay the Obligations Secured, our rights under this Mortgage or against anyone who has guaranteed this Mortgage are not affected.

### **19. Amendments**

We may, from time to time, enter into one or more written agreements with you to amend the Agreements or the Mortgage, by renewing for further periods of time, changing the interest rate, increasing the balance or otherwise altering the provisions of the Agreements or the Mortgage. You will be required to meet all of our credit and other requirements at that time. You may also be required to pay additional fees and premiums related to mortgage default

insurance. You will immediately pay our Costs and Servicing Fees for a search of the title records at the appropriate Land Title Office, where applicable. It will not be necessary to register any Agreements on title in order to retain priority of the Mortgage for the full amount of the Obligations Secured. Any reference in this set of Standard Mortgage Terms to the Mortgage mean this Mortgage as amended by any such Agreements.

You agree to pay all money owing under any mortgage loan/term loan on the maturity date or, if we have offered to renew your mortgage loan/term loan, to enter into a renewal agreement with us on or before the maturity date. If you do not, provided that we have not advised you that we will not renew your mortgage loan/term loan, you agree that the mortgage loan/term loan will be automatically renewed on the renewal terms we indicate in the renewal agreement, including all the other terms and conditions stated in the renewal agreement.

If there are any executions, encumbrances or other claims or interests registered, filed or obtained against your Property in addition to this Mortgage, we may require them to be discharged, withdrawn or formally postponed. You will be required to pay all Costs and Servicing Fees to prepare, execute and register such discharges, withdrawals or postponements before we offer to renew or amend the Mortgage or the Agreements. This is required in order to preserve the priority of this Mortgage.

## 20. Giving Notice

Any written notice under this Mortgage or the Agreements may be given to you and is considered to have been received by all parties where notice has been given to you by one or more of the following means:

- Personal service at your last known address;
- Regular mail at your last known address;
- Publication in a newspaper published in the county, town, city or district where your Property is located;
- Leaving it with an adult on your Property; or
- Posting it on your Property.

Where notice is given by any of the above methods we consider you to have received the notice on the same date it is given or published; or, if we send it by mail, we consider you to have received the notice within five (5) days of the date of mailing. We are not required to provide notice to you at an alternate address unless all of you have, in writing, designated the alternate address, for all parties to receive the notice.

Written notice shall be considered to have been received by us when it is received at our address indicated on the Mortgage and any other address as we may notify you in writing.

If there is more than one of you, written notice to any one of you shall be considered to be notice to all of you. Any one of you can provide instructions to us that will be binding on the other party.

## 21. Effect on other agreements, obligations and security

The Mortgage does not change or release you from any of your obligations under the Agreements with us. Also, the Mortgage does not affect any other security we hold for the repayment of the Obligations Secured or any other rights we may have to enforce repayment of the Obligations Secured.

## 22. Strata Provisions

In this section, the Strata Property Act, is called (the "Act"). Expressions used below which are the same as those in the Act have the same meaning as those in the Act, except that the expression strata property means the land and buildings comprised in the strata plan.

You will comply with the Act, and with the bylaws and rules of the strata corporation (the "Strata Corporation") relating to the Property and provide us with proof of your compliance from time to time as we may request.

You will pay the common expenses for your Property to the corporation on the due dates. In addition to our other rights and remedies contained in the Mortgage, you will pay us immediately all our Costs and Servicing Fees in relation to any bylaw, resolution, rule or other matter (other than one for which only a vote of the majority present at the meeting is required) or the enforcement of our right to have the corporation or any owner comply with the Act, bylaws and rules and our exercising any voting rights we may have.

You irrevocably authorize us to exercise your rights in all matters concerning the Act and the strata property including all voting and rights of consent which you may have as owner of the strata property. You also authorize us to exercise your rights to demand the corporation purchase the strata lot, where provided under the Act; elect to have the value

of the strata lot or that of the strata property determined by arbitration and receive your share of the corporation's assets and the proceeds from the sale of the unit and common property or of the strata property or any part of the common elements.

If we do not exercise your rights, you may do so according to any instructions we may give you. Before making such a demand or election you must obtain our prior written approval. You must do this even if we do not have the right to make the demand or election as between ourselves and the corporation, and even if we had previously arranged for you to exercise that right.

We are not liable for any action we may take in doing what you have authorized us to do or for any failure to act and any action we may take will not put us in possession of the Property.

You authorize us to inspect the corporation's records and remedy any failure of yours to comply with the Act or the bylaws and rules of the corporation. You will forward to us, if we require, any notices, assessments, bylaws, rules and financial statements of the corporation you receive (or are entitled to receive) from the corporation.

The Obligations Secured will become payable immediately, at our option, if (i) the corporation fails to comply with the Act and the bylaws and rules of the Strata Corporation; (ii) the Strata Corporation fails to insure all the strata lots and common property according to law and according to any additional requirements of ours or do all that is necessary to collect insurance proceeds; (iii) the corporation makes any substantial modification to the common property or the Strata Corporation's assets without our approval; (iv) there has been substantial damage and the owners have voted for termination of the Strata Corporation; (v) a sale of the strata property or any part of the common property is authorized, or (vi) the Property ceases to be governed by the Act.

If the Property ceases to be governed by the Act all the terms of the Mortgage continue to apply to the Property. You authorize us to agree with anyone to a partition of the strata property. We can pay or receive money to ensure that the partition is appropriate and you will reimburse us, immediately, for any money we have paid. We can also execute all documents and do all acts needed to carry out the partition. Your share of the Strata Corporation's assets and the proceeds from the sale of the unit and common property or of the strata property or any part of the common property shall be paid to us (unless we notify you to the contrary in writing) and you will do all things necessary to accomplish this and any money received by us (after payment of all our expenses) may be applied to reduce any part of the Obligations Secured. Any balance remaining after all claims have been satisfied will be paid by you.

You will not sell or transfer any parking or storage unit that forms part of your Property while still retaining ownership of the living accommodation. If you sell or transfer the living accommodation to someone, you will also sell or transfer the parking or storage unit to them.

In addition to any other rights under the Mortgage and the Agreements you authorize us at any time to be able to enter upon the strata complex and if the Mortgage is in default enter into the strata lot. You will pay our Costs and Servicing Fees for so doing immediately.

### **23. Releasing the Property from the Mortgage**

We may establish the terms for releasing our interest in all or part of the Property (that is, we may discharge, or partially discharge, the Property from the Mortgage) whether we receive value for our release or not. If we release part of the Property from the Mortgage at any time, the rest of the Property will continue to secure the Obligations Secured. We are only accountable for money actually received by us. If we release part of your Property at any time from this Mortgage, we will either prepare, execute and register a partial discharge of our claim and you or your representative will be provided with confirmation of partial discharge, or, at our sole option, we will prepare and provide you with an executed but unregistered official partial discharge document. You will give us a reasonable time in which to prepare, review, execute and register the partial discharge document and you will pay our usual Costs and Servicing Fees for preparing, reviewing and executing the partial discharge document and, where we elect to register the partial discharge of our claim, our usual Costs and Servicing Fees for registering the partial discharge document. You will also pay all legal fees in an amount that represents full indemnity and other Costs and Servicing Fees that we incur in connection with the partial discharge of our claim. You will pay our Costs and Servicing Fees immediately. In the event that we provide you with an unregistered partial discharge of mortgage, you will be responsible for registering the documentation and for all costs relating to such registration.

If the Property is subdivided before our interest in the Property comes to an end, the Mortgage will apply to each part into which the Property is subdivided. This means that each part will secure repayment of the total amount of the Obligations Secured you owe us, even if we release another part of the Property from the Mortgage.

If any part of the Property, or any land adjoining the Property, is taken by the exercise of any power of expropriation or similar power, the entire compensation which you may be entitled to receive shall, at our option, be applied to reduce the Obligations Secured including any penalty, fee or interest to which we have a right under this Mortgage or

in the relevant legislation.

We can release you, any guarantor, or any other person from performing any obligation contained in the Mortgage or any other security document without releasing any part of the Property secured by the Mortgage or any other security document. Any such release shall not release any other party from their obligations under the Mortgage or Agreements.

#### **24. Discharge of Mortgage**

When our interest in your Property comes to an end and you request that we discharge our claim, we will either prepare, execute and register a full discharge of our claim and provide you with confirmation of discharge, or, at our sole option, we will prepare and provide you with an executed but unregistered discharge of mortgage. You will give us a reasonable time in which to prepare, review, execute and register the discharge document and you will pay our usual Costs and Servicing Fees for preparing, reviewing and executing the discharge document and, where we elect to register the discharge of our claim, our usual Costs and Servicing Fees for registering the discharge document. You will also pay all legal fees in an amount that represents full indemnity and other Costs and Servicing Fees that we incur in connection with the discharge of our claim. You will pay our Costs and Servicing Fees immediately. In the event that we provide you with an unregistered discharge of mortgage, you will be responsible for registering the documentation and for all Costs and Servicing Fees relating to such registration.

When our interest in your Property comes to an end and you request that we assign your registered Mortgage, and we are required by law to assign your registered Mortgage, we will prepare and execute an assignment of the registered Mortgage. You will give us a reasonable time in which to prepare, review and execute the assignment of the registered Mortgage and you will pay our usual Costs and Servicing Fees for preparing, reviewing, and executing the assignment of the registered Mortgage. You will also pay all legal fees in an amount that represents full indemnity and other Costs and Servicing Fees that we incur in connection with the assignment of the registered Mortgage. You will pay our Costs and Servicing Fees immediately. You will be responsible for registering the assignment of the registered Mortgage and for all costs relating to such registration. We may, but are not required to provide you or any other party with any notice of the assignment of the registered Mortgage. We have no obligation to assign or transfer the Agreements.

Any assignment or transfer of the registered Mortgage will be on a non-recourse basis.

#### **25. Who is bound by the Mortgage**

You agree to observe and be bound by all of the terms and obligations contained in the Mortgage. The Mortgage will also be binding on your heirs, personal representatives and any person to whom the Property is transferred, and shall benefit us and our successors and assigns. All persons who sign or who are otherwise bound by the Mortgage are jointly and severally bound to comply with all obligations under the Mortgage.

#### **26. Guarantee**

In this paragraph, guarantor means each person who signs the Mortgage or Agreements as guarantor of the Obligations Secured. Mortgagor means each person who signs or is otherwise bound by the Mortgage as Mortgagor.

In return for us making a loan to the Mortgagor, the guarantor, by signing the Mortgage or Agreements, unconditionally guarantees to us the Mortgagor's payments of the Obligations Secured (including interest, whether or not the interest rate is changed, and other Costs and Servicing Fees), when due and compliance with the Mortgagor's other obligations, under the Mortgage and Agreements. Each guarantor agrees that, if the Mortgagor or any one or more of them defaults in making any payment or in performing any other obligation under the Mortgage or Agreements, the guarantor will pay us upon demand all of the Obligations Secured and comply with all of the obligations under the Mortgage or Agreements which have not been complied with by the Mortgagor. Each guarantor will be jointly and severally responsible with the Mortgagor and with one another (if more than one) for all obligations under the Mortgage and Agreements, including payment of the Obligations Secured.

It is understood that we can without releasing or lessening any guarantor's liability and without obtaining the consent of or giving notice to any guarantor:

- Make new advances of the Obligations Secured;
- Grant any extensions of time for payment and extensions of the term of the Obligations Secured, including any amendments, replacements, additions or renewals of the Agreements covering the Obligations Secured;
- Increase or decrease the rate of interest payable under the Agreements, either during the initial term or in any subsequent renewal period;

- Release the whole or any part of the Property from the Mortgage or any other security;
- Otherwise deal with the Mortgagor, any other person (including any guarantor), any security (including the Mortgage) or the Property, including releasing, realizing on or replacing any security we may hold; or
- Waive any provision of the Mortgage or Agreements or change any of the terms of the Mortgage or Agreements at any time,

either before or after requiring payment from any other person. We may require payment from any guarantor without first trying to collect from the Mortgagor or any other person (including any guarantor) or on any security (including the Mortgage). The obligations of the guarantor under this guarantee shall be as principal debtor and not as surety and are not affected by the release of any Mortgagor or any other person (including any guarantor) of its obligations under the Obligations Secured or any compromise or termination of any Obligations Secured, whether in bankruptcy proceedings or otherwise. Each guarantor's obligations shall be binding upon the guarantor's successors or personal representatives.

### **27. Headings**

The headings in the body of the Mortgage form no part of the Mortgage. They are inserted for convenience only. You agree that all of the provisions stated in this set of standard mortgage terms form a part of the Mortgage.

### **28. Home Warranty Plan/Program**

If a home warranty plan/program under a regulatory authority applies to your Property, you agree to meet all of its requirements. You also agree to reimburse us for any Costs and Servicing Fees that we incur in meeting your obligations or enforcing your rights on your behalf, if we choose to do so. You will pay our related Costs and Servicing Fees immediately.

Where you have purchased the Property from a builder, or where a general contractor is building the Property, we must be satisfied that the builder/contractor and the housing unit are registered under a home warranty plan/program prior to disbursement of funds. You will provide evidence satisfactory to us, in the form prescribed under the home warranty plan/program, and any other evidence we may require until we are satisfied, that the Property is completed and is ready to be occupied. If you are acting as the contractor and are not a builder, you will provide proof, issued by the appropriate authority, and any other evidence we may require until we are satisfied that the Property is ready to be occupied. You will pay any related Costs and Servicing Fees to satisfy our requirements.

### **29. Our priority**

Our Mortgage has priority for the Obligations Secured over every interest in the Property created in favour of any other person after our Mortgage was entered into. Our Mortgage has priority even if an Agreement with us for the Obligations Secured is entered into after our Mortgage was entered into, and even if that Agreement isn't registered. Our providing a mortgage statement does not constitute consent to any encumbrance or interest.

### **30. Final Report**

Where you have retained a solicitor and the solicitor is required to submit a Report on Title in a form that is satisfactory to us, including originals, if requested, and with the applicable enclosures, together with the form provided by the title insurance provider if applicable, together with evidence of the registered Mortgage, and the solicitor fails to do so within thirty (30) days after the final advance is made, we are entitled to retain another solicitor, or title insurer if applicable, to satisfy our requirements at your expense. You will pay our Costs and Servicing Fees immediately.

### **31. Conflict**

If there is any conflict between the terms of the Mortgage and the terms of the Agreements, the Agreements will prevail.

### **32. Representations and Warranties**

You further covenant and agree that all statements, information or documentation which you have given or made to us, or which you hereinafter give or make to us, in applying for the Obligations Secured, or in any Agreement, including the Mortgage, are true and accurate. If we discover that any statement, information or documentation which you have given or made to us, or which you hereinafter give or make to us, in applying for the Obligations Secured, or in any Agreement, including the Mortgage, is untrue and/or inaccurate, you shall be considered to be in default of your obligations under the Mortgage and the Agreements, and the entire balance of the Obligations Secured shall, at our option, immediately become due and payable, regardless of whether you knew that the

statement, information or documentation was untrue and/or inaccurate at the time it was given or made to us and regardless of whether we relied or did not rely upon the truth or accuracy of any such statement, information or documentation.

If there is more than one of you, and any untrue and/or inaccurate statement, information or documentation is given or made to us by only one of you, all of you shall nevertheless be considered to be in default of your obligations under the Mortgage and the Agreements, and we shall have the right to demand immediate payment of the entire balance of the Obligations Secured from any or all of you, at our option.

### 33. Costs and Servicing Fees

Costs and Servicing Fees include costs, servicing fees for our time, and expenses for all aspects of the administration of the Mortgage and Agreements including, without limitation, a fee or allowance for:

- (a) administering the account for the collection and payment of taxes and tax matters;
- (b) investigating any insurance matters, administering insurance cancellations, paying insurance premiums, dealing with insurance claims or taking out any insurance under an individual or blanket insurance policy issued to us;
- (c) investigating the status of realty tax matters and administering tax payments;
- (d) generally, any matter connected with the administration of the Mortgage, the Agreements and your Property including inquiring into compliance, dealing with or enforcing any obligation contained in the Mortgage or Agreements and including, without limitation, preparation, processing and administration of legal actions and enforcements, requests by your or third parties, taxes, strata fees, and strata matters, insurance, repair and construction, environmental matters, leases and other encumbrances and managing or selling your Property;
- (e) investigating the status of any strata fees common expenses, and strata matters; administering strata fees, common expenses and strata matters; and collecting money for and making payments with respect to strata fees, common expenses and other strata matters;
- (f) investigating the title to the Property;
- (g) collecting any payments not received from you when due;
- (h) paying, on your behalf, any charges, mortgages, liens, claims, or other encumbrances or any common expenses;
- (i) making any repairs which we consider necessary or completing any construction;
- (j) curing any default under a lease referred to in the Mortgage or Agreements;
- (k) conducting any inspections or appraisals and engaging any other external experts, appraisers, consultants, service providers or representatives, including legal representatives;
- (l) conducting any environmental testing, site assessments, appraisals, occupancy checks, investigations or studies;
- (m) consulting on and approving any plans and proposals related to your Property;
- (n) removing, moving, disposing, storing or dealing with any chattels, fixtures or personal belongings on the Property;
- (o) enforcing or protecting our security or any of our rights under the Mortgage or any Agreements;
- (p) taking or keeping possession of the Property;
- (q) preparing, reviewing, executing, or registering the Mortgage, discharge of Mortgage/Mortgage, partial discharge of Mortgage/Mortgage, or any other discharge, withdrawal or postponement;
- (r) preparing, reviewing, and executing the assignment of the registered Mortgage and any matters in connection with the assignment of the registered Mortgage;
- (s) meeting your obligations or enforcing your rights under a home warranty plan/program on your behalf; or
- (t) retaining a solicitor, or title insurer, if applicable, with respect to any title matter relating to the Property.

Our servicing fees shall be the amounts established disclosed and generally applied by us from time to time and may be ascertained upon inquiry to us. We have the right to change the fees we Mortgage from time to time without notifying you.

In addition, costs includes, without limitation, legal fees in an amount that represents full indemnity and all other

costs related to enforcing or protecting our security or any of our rights under the Mortgage or any Agreements.

You will pay our Costs and Servicing Fees under the Mortgage and Agreements immediately. If you do not, we may declare that you are in default on this Mortgage, or add these amounts to the Obligations Secured, or do both. If we add these amounts to the Obligations Secured, interest will be Mortgaged at the interest rate shown on the Mortgage and the Agreements until they are repaid.

### **35. Additional Costs and Servicing Fees**

In addition to the Costs and Servicing Fees outlined in the Mortgage and the Agreements, you also agree to pay to us immediately our Costs and Servicing Fees in connection with the administration and processing of any requests by you or third parties related to your Mortgage or Property.

For greater certainty, the charging of an administration and processing fee does not prevent us from engaging external experts, appraisers, consultants, service providers or representatives, including legal representatives, to assist with a matter related to your Property and/or your Mortgage and you will be responsible for any and all expenses, Costs and Servicing Fees, including legal fees in an amount that represents full indemnity, associated therewith.

### **36. Insurers**

We may, at our option, sell, assign or deposit all or any part of the Obligations Secured, any Agreement or this Mortgage to one or more third parties (including the mortgage or title insurer, if this is an insured Mortgage), without notice to you or your consent. If we do so, you agree that this Mortgage shall continue to secure all Obligations Secured, including all amounts owing under any Obligations Secured or Agreement that have been so sold, or assigned or deposited and all Obligations Secured that arise under any Agreement after such sale, assignment or deposit. This Mortgage and any Obligations Secured or Agreement once sold, assigned or deposited may be repurchased by us, whether or not in default.

In addition, we may also disclose information about you, the Mortgage, the Agreements and the Obligations Secured to a mortgage insurer or other insurer, or other third party from whom we may obtain benefits that protect our security. You consent to insurers and other third parties that provide benefits or services to us for the Mortgage obtaining information about you from credit bureaus and other lenders to evaluate you and the Mortgage.



The requested title search results are displayed below.



This is Exhibit "K" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

*[Signature]*

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A Commissioner for taking Affidavits within British Columbia.

2023-12-20 13:15:13

**Title Search Results**

Requestor: Jas King

File Reference: 039565-160191

1 search results found in Land Title District: All Land Title Districts

**1038573 B.C. LTD.**

Title Number	Land Title District	Status	Parcel Identifier	Short Legal Description
No titles for selected owner name.				
Charge Number	Land Title District	Status	Nature of Interest	
CB1083710	NW	Registered	CERTIFICATE OF PENDING LITIGATION	



# PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

## Business Debtor - "1038573 B.C. LTD."

Search Date and Time: December 20, 2023 at 1:12:33 pm Pacific time  
Account Name: LAWSON LUNDELL  
Folio Number: 039565-160191

### NO REGISTRATIONS SELECTED

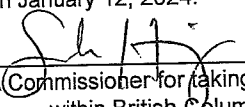
0 Matches in 0 Registrations in Report

Exact Matches: 0 (\*)

Total Search Report Pages: 0

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been selected by the searching party.

This is Exhibit "L" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

  
A Commissioner for taking Affidavits within British Columbia.



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
www.corporateonline.gov.bc.ca

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## BC Company Summary

For  
1038573 B.C. LTD.

Date and Time of Search: December 20, 2023 01:08 PM Pacific Time  
Currency Date: August 08, 2023

**ACTIVE**

Incorporation Number: BC1038573  
Name of Company: 1038573 B.C. LTD.  
Business Number: 818959967 BC0001  
Recognition Date and Time: Incorporated on June 03, 2015 12:08 PM Pacific Time  
Last Annual Report Filed: June 03, 2023

This is Exhibit "M" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

*S. H. King*  
A Commissioner for Taking Affidavits  
within British Columbia.

In Liquidation: No  
Receiver: No

### REGISTERED OFFICE INFORMATION

Mailing Address:  
215 - 13737 - 72ND AVENUE  
SURREY BC V3W 2P2  
CANADA

Delivery Address:  
215 - 13737 - 72ND AVENUE  
SURREY BC V3W 2P2  
CANADA

### RECORDS OFFICE INFORMATION

Mailing Address:  
215 - 13737 - 72ND AVENUE  
SURREY BC V3W 2P2  
CANADA

Delivery Address:  
215 - 13737 - 72ND AVENUE  
SURREY BC V3W 2P2  
CANADA

### DIRECTOR INFORMATION

Last Name, First Name, Middle Name:  
Bhatia, Kush Kumar

Mailing Address:  
4296 ANGUS DRIVE  
VANCOUVER BC V6J 4H9  
CANADA

Delivery Address:  
4296 ANGUS DRIVE  
VANCOUVER BC V6J 4H9  
CANADA

### OFFICER INFORMATION AS AT June 03, 2023

**Last Name, First Name, Middle Name:**

Bhatia, Kush Kumar

**Office(s) Held:** (President)

**Mailing Address:**

4296 ANGUS DRIVE  
VANCOUVER BC V6J 4H9  
CANADA

**Delivery Address:**

4296 ANGUS DRIVE  
VANCOUVER BC V6J 4H9  
CANADA

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**Last Name, First Name, Middle Name:**

Bhatia, Kush Kumar

**Office(s) Held:** (Secretary)

**Mailing Address:**

4296 ANGUS DRIVE  
VANCOUVER BC V6J 4H9  
CANADA

**Delivery Address:**

4296 ANGUS DRIVE  
VANCOUVER BC V6J 4H9  
CANADA

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You are logged on as Jas King

Log Off

Search Civil By Party Name - Organization Results

Refine Search  
New Search

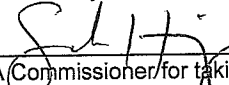
Search Criteria:

Organization Name: 1038573  
Your file number: 039565-160191

Results: 1 - 1 of 1

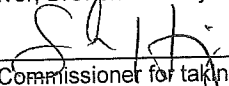
Last Name, First Name Style of Cause	Classification of File	Court Location	File Number	Date File Opened	Date Last Updated	View
1038573 B.C. LTD. 1038573 B.C. LTD. v THE OWNERS, STRATA PLAN NW289	Supreme Supreme Civil (General)	Vancouver Law Courts	238586	18Dec2023	18Dec2023	<a href="#">View</a>

This is Exhibit "N" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.

  
A Commissioner for taking Affidavits  
within British Columbia.



This is Exhibit "O" referred to in the affidavit of Jas King made before me at Vancouver, B.C. on January 12, 2024.



A Commissioner for taking Affidavits within British Columbia.

122

NO. S-238586  
VANCOUVER REGISTRY

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

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

DEFENDANTS

AND:

1038573 B.C. LTD.

DEFENDANT BY WAY OF COUNTERCLAIM

**BILL OF COSTS**

This is the Bill of Costs of: The Owners, Strata Plan NW289 as represented by the liquidator,  
Crowe Mackay & Company Ltd. (the "Liquidator")

Tariff Scale: B  
Unit Value: \$110

**TARIFF ITEMS**

Item	Description	Number of Units
<b>Instructions and Investigations</b>		
1	Correspondence, conferences, instructions, investigations or negotiations by a party until the start of the proceeding, for which provision is not made elsewhere in this tariff	5
2	Correspondence, conferences, instructions, investigations or negotiations by a party after the start of the proceeding to the completion of the trial or hearing, for which provision is not made elsewhere in this tariff	20
3	Correspondence, conferences, instructions, investigations or negotiations by a party after the trial or hearing to enforce any final order obtained in that trial or hearing, for which provision is not made elsewhere in this tariff	5
<b>Court Documents</b>		
7	All process, for which provision is not made elsewhere in this tariff, for defending a proceeding, and for commencing and prosecuting a counterclaim.	8
<b>Discovery</b>		
10	Process for obtaining discovery and inspection of documents	8
	(a) 1 to 999 documents	
11	Process for giving discovery and inspection of documents	8
	(a) 1 to 999 documents	
14	Process for serving notices to admit	3
15	Process for making admission of facts	5

### Expert Evidence and Witnesses

- |    |  |   |
|----|--|---|
| 18 | All process and correspondence associated with contacting, interviewing and issuing subpoenas to all witnesses | 5 |
|----|--|---|

### Examinations

- |    |  |    |
|----|--|----|
| 19 | Preparation for examination of a person coming under Item 20 for each day of attendance  |    |
|    | (a) by party conducting examination ( <i>2 days</i> )  | 8  |
|    | (b) by party being examined ( <i>2 days</i> )  | 6  |
| 20 | Attendance on examination of a person for discovery, on affidavit, on a subpoena to debtor, or in aid of execution, or of a person before trial under Rule 7-5 or 7-8, or any other analogous proceeding, for each day |    |
|    | (a) by party conducting examination ( <i>2 days</i> )  | 16 |
|    | (b) by party being examined ( <i>2 days</i> )  | 10 |

### Applications, Hearings and Conferences

- |    |   |   |
|----|---|---|
| 21 | Preparation for an application or other matter referred to in Item 22, for each day of hearing if hearing begun |   |
|    | (b) if opposed  | 3 |
| 22 | Application, other than an application referred to in Item 23 or 27, for each day                               |   |
|    | (b) if opposed  | 5 |
| 29 | Preparation for attendance referred to in Item 30, for each day of attendance                                   | 1 |
| 30 | Attendance before a registrar to settle an order or to assess costs, for each day                               | 2 |
| 31 | Preparation for attendance referred to in Item 32, for each day of attendance                                   | 2 |
| 32 | Attendance at a settlement conference, case planning conference or trial management conference                  | 3 |

### Trial

- |    |  |     |
|----|--|-----|
| 34 | Preparation for trial, if proceeding set down for each day of trial ( <i>20 days</i> ) | 100 |
|----|--|-----|



35 Attendance at trial of proceeding or of an issue in a proceeding, for each day (20 days) 200

36 Written argument 8

**Attendance at Registry**

40 Process for setting down proceeding for trial 1

41 Process relating to entry of an order or a certificate of costs when Item 30 or 44 does not apply 1

42 All process, for which provision is not made elsewhere in this tariff, relating to execution on or enforcement of an order, exclusive of any application to the court 1

	Claimed:	Allowed:
Total number of units:	434	
Multiply by unit value:	\$ 110	\$ _____
Subtotal	\$47,740.00	\$ _____
Applicable Taxes:	\$5,728.80	
<u>Total:</u>	<u>\$53,468.80</u>	<u>\$ _____</u>

**DISBURSEMENTS:**

Description	Claimed:	Allowed:
Estimated disbursements, including court filing fees, discovery fees and transcripts, agent's filing and search fees, photocopies, document reproduction, research, delivery charges, etc.	15,000.00	\$ _____
Applicable taxes:	\$1,800.00	
<b>Total disbursements:</b>	<b>\$16,800.00</b>	
<b><u>Total Fees and Disbursements Claimed:</u></b>	<b><u>\$70,268.80</u></b>	<b><u>\$ _____</u></b>
Total Fees and Disbursements Allowed:		\$ _____

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

\_\_\_\_\_  
Signature of assessing officer