



NO. H220369
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PLW INVESTMENT LTD.

PETITIONER

AND:

1025332 B.C. LTD., 1025334 B.C. LTD., 1025336 B.C. LTD.,
CHONGYE DEVELOPMENTS LTD., WASHINGTON PROPERTIES
(POINT GREY) INC., WASHINGTON PROPERTIES (QEP) INC.,
LUCKY FIVE INVESTMENTS LTD., 1094321 B.C. LTD., PRARDA
DEVELOPMENTS CORPORATION, 1256306 B.C. LTD., 1256319
B.C. LTD., AMY BARSHA WASHINGTON (A.K.A. FENGYUN SHAO),
EDISON WASHINGTON (A.K.A. QIANG WANG), LINDA
WASHINGTON, 35 PARK PARKING INC., EARLSTON MORTGAGE
CORP., WASHINGTON PROPERTIES (WEST 27TH) INC.,
WASHINGTON PROPERTIES (WEST 29TH) INC., ALIX ABELA,
THANH TRAN, HIKARI YASUHARA, MEREANIVAILEBA, PAOLO
BIANCHIN, GELAREH HASHEMISHAYAN, CHARLIE GOODCHILD,
JENNY GOODCHILD and NICOLAS BINON

RESPONDENTS

NOTICE OF APPLICATION

**Name of applicant: Alvarez & Marsal Canada Inc., in its capacity as court
appointed receiver and manager (the "Receiver")**

To: the Service List, attached a Schedule "A" to this Notice of Application

TAKE NOTICE that an application will be made by the Petitioner to Justice Blake at the
courthouse at 800 Smithe Street, Vancouver, British Columbia on 12/FEB/2025 at 9:00
a.m. for the order set out in Part 1 below.

The applicant(s) estimate(s) that the application will take 1 hour.

- ☐ This matter is within the jurisdiction of a master.
- ☒ This matter is not within the jurisdiction of a master, scheduled through trial scheduling.

Part 1: ORDER SOUGHT

1. An order substantially in the form attached hereto as **Schedule "B" (the "Order")**:
 - (a) approving the activities of the Receiver as set forth in the following reports of the Receiver;
 - (i) Fifth Report to Court, dated October 20, 2023;
 - (ii) Sixth Report to Court, dated December 12, 2023;
 - (iii) Seventh Report to Court, dated January 30, 2024;
 - (iv) Eighth Report to Court, dated October 2, 2024;
 - (v) Ninth Report to Court, dated October 8, 2024; and
 - (vi) Tenth Report to Court, to be filed.(collectively, the **"Reports"**)
 - (b) approving fees of the Receiver from the period from October 27, 2022 to December 31, 2024 in the amount of \$536,013.75 in respect of fees and \$5,641.01 in respect of disbursements, plus applicable taxes;
 - (c) approving the Receiver's estimated further fees and disbursements of approximately \$60,000 (plus applicable taxes) for the period from January 1, 2025 to the completion of this matter;
 - (d) approving the activities, fees and disbursements of the Receiver's legal counsel, Dentons Canada LLP (**"Dentons"**), for the period from October 25, 2022 to December 31, 2024 in the amount of \$351,925.19 in respect of fees and \$14,513.43 in respect of disbursements, plus applicable taxes; and
 - (e) approving Dentons' estimated further fees and disbursements of approximately \$40,000 (plus applicable taxes) for the period January 1, 2025 to the completion of this matter;
 - (f) discharging the Receiver from its duties in these proceedings, upon the Receiver filing the Receiver's Certificate (the **"Receiver's Certificate"**);
 - (g) permitting the Receiver to hold back the sum of \$100,000 (the **"Holdback"**) for a period of six (6) months upon the execution of the Receiver's

Certificate, with any funds remaining in the Holdback to be paid to the Petitioner thereafter; and

(h) such further and other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

A. Background

1. Between 2018 and 2020, the Petitioner, PLW Investment Ltd., advanced three loans to certain of the Respondents as follows:
 - (a) Loan Agreement dated December 18, 2018 between the Respondents, Amy Barsha Washington (a.k.a. Fengyun shao) ("**Amy**"), being 1025332 B.C. Ltd. ("**332**"), 1025334 B.C. Ltd. ("**334**"), 1025336 B.C. Ltd. ("**336**"), Chongye Developments Ltd. ("**Developments**"), and Washington Properties (Point Grey) Inc. ("**Properties Point Grey**"), as borrowers (collectively, the "**2018 Debtors**"), Edison Washington (a.k.a. Qiang Wang) ("**Edison**") as guarantor, and the Petitioner as lender ("**2018 Loan Agreement**");
 - (b) Loan Agreement dated July 26, 2019 between the Respondents, Amy, 332, 334, 336, Properties Point Grey, Washington Properties (aEP) Inc. ("**QEP**"), Lucky Five Investments Ltd. ("**Lucky Five**"), 1094321 B.C. Ltd. ("**321**"), and Prarda Developments Corporation ("**Prarda**"), as borrowers (collectively, the "**2019 Debtors**"), Edison and Linda Washington ("**Linda**"), as guarantors, and the Petitioner as lender (the "**2019 Loan Agreement**"); and
 - (c) Loan Agreement dated August 17 , 2020 (which superseded and replaced the 2019 Loan Agreement) between the Respondents, Amy, Edison, 332, 334, 336, Properties Point Grey, QEP, Lucky Five, 321, Prarda and Developments, as borrowers (the "**2020 Borrowers**" and together with the 2018 Debtors and the 2020 Debtors, the "**Debtors**"), Lucy Washington, as guarantor, and PLW as lender ("**2020 Loan Agreement**", together with the 2018 Loan Agreement, the "**Loan Agreements**").
2. The Loan Agreements are secured by various mortgages registered against the subject lands, which comprise of twenty-one (21) parcels of land (the "**Properties**", located in or around Vancouver and West Vancouver, B.C.

3. The Properties consist of 14 strata units (the "**Strata Properties**"), four (4) residential properties (the "**Residential Properties**") and three (3) vacant lots (the "**Vacant Lots**").
4. On or about October 27, 2022, on application of the Petitioner, A&M was appointed as court-appointed receiver (in such capacity, the "**Receiver**") over the Properties, and certain related personal property of the Respondents pursuant to an order of this Court (as subsequently amended on November 7, 2022, the "**Receivership Order**").
5. Pursuant to the Receivership Order, the Petitioner was also granted judgment against certain Respondents, including judgments in excess of \$73,000,000 against the Respondents Amy, 332, 334, 336, Developments, Properties Point Grey, and Edison.
6. The Receivership Order was subsequently stayed in its entirety by consent of all parties, which stay expired on April 7, 2023. The Receiver's appointment resumed on April 8, 2023. However, the stay in respect of two parcels of land, with civic addresses of 605-4963 Cambie St. and 604-5033 Cambie St., Vancouver B.C. was subsequently re-instated by a consent order made April 26, 2023.
7. Since the stay of the Receivership Order expired, this Court has approved the sale of several of the Properties.
8. In particular, on October 11, 2024, this Court approved the sale of a Strata Property with a civic address of 505-4963 Cambie St., Vancouver, BC ("**505-4963**"), which is scheduled to close on February 3rd, 2025.
9. The Receiver is, concurrently with this application, applying for approval of the sale of a Strata Property with a civic address of 501-5077 Cambie St., Vancouver, BC ("**501-5077**") which is scheduled to close on May 30, 2025.
10. Three of the Properties, with civic addresses of 605-4963 Cambie St, 4215 Cambie St. and 4491 Cambie St, Vancouver, B.C., remain unsold (the "**Remaining Properties**").
11. On September 8, 2023, this Court granted an order approving the activities of the Receiver as set out in the following reports:
 - (a) Receiver's First Report to the Court dated April 26, 2023;
 - (b) Receiver's Second Report to the Court dated June 14, 2023;
 - (c) Receiver's Third Report to the Court dated July 4, 2023; and

- (d) Receiver's Fourth Report to the Court, dated August 29, 2023 (the "**Fourth Report**").
- 12. On May 14, 2024, this Court granted an order authorizing the Receiver to make payments of the net sale proceeds upon the sale of 505-4963 and 501-5077 to the Petitioner without further order of the court (the "**May 14 Distribution Order**").
- 13. The May 14 Distribution Order further provides that the Receiver shall hold back from the net sale proceeds such amounts as it determines is reasonable to pay all disbursements, costs and expenses which have been or may be incurred in connection with this proceeding or the Receiver's duties, powers and obligations under the Receivership Order.

B. Discharge of the Receiver

- 14. The Receiver now seeks an order discharging the Receiver from its duties pursuant to the Receivership Order and approving its fees from October 27, 2022 to January 1, 2025 (the "**Receiver's Fee Period**") and activities from August 29, 2023 to the date of the Tenth Report of the Receiver, (the "**Receiver's Activity Period**") and its counsel's fees and activities from October 25, 2022 to December 13, 2024 (the "**Dentons' Fee Period**" and together with the Receiver's Fee Period and the Receiver's Activity Period, the "**Period**"), and the estimated fees to complete the receivership.
- 15. The Receiver seeks its discharge upon the filing the Receiver's Certificate, certifying that the following conditions have been met:
 - (a) the sales of 505-4963 and 501-5077 (subject to court approval) have closed;
 - (b) the Receiver and its legal counsel have passed their accounts in accordance with the Receivership Order, and the activities of the Receiver have been approved; and
 - (c) the Receiver has made all distributions of funds authorized and directed by this Honourable Court prior to the date of the Receiver's Certificate, subject to the Holdback of \$100,000 to cover potential outstanding or unanticipated obligations under the Receivership Proceedings.

Receiver's Activities and Fees

16. The activities of the Receiver in furtherance of its duties pursuant to the Receivership Order, since the date of the Fourth Report, included but were not limited to:

Preparation and Review of Court Application Materials

- (a) reviewing draft Court application materials and providing comments to the Receiver's legal counsel, Dentons, and attending various Court hearings;
- (b) preparing six reports to this Honourable Court, including the Tenth Report;

Preservation and Marketing of Properties

- (c) collecting rents and depositing same into the trust account of the Receiver, as well as corresponding with tenants regarding rent payments and other tenancy matters including, but not limited to, repairs and maintenance;
- (d) coordinating repairs and maintenance work for certain of the Lands, as required, with the assistance of a property manager retained by the Receiver;

Communications

- (e) attending to numerous discussions with the Petitioner in respect of the status of sales and marketing efforts of the Lands as well as preparation of a status update report to the Petitioner;
- (f) instructing Dentons to assist with various matters, including but not limited to, the collection of various information from the Debtors, preparation of Court application materials and closing documents related the sale and proposed sale of seven parcels of the Lands, review of the loan and security documentation in respect of the Lands, and reviewing various complex tax and other matters;
- (g) attending to numerous correspondence with the Debtors and their counsel in respect of various matters including, among other things, GST matters, Underused Housing Tax matters, the sale of certain of the Lands and the Canada Revenue Agency ("CRA") trust examinations;
- (h) attending to correspondence from other secured creditors;

- (i) attending to the Empty Homes and Vacancy Tax audit and the subsequent appeal on the Vacant Lots for 2022;

Statutory and Other Responsibilities

- (j) preparing and reviewing payments as well as reconciling cash receipts and disbursements;
- (k) updating the Receiver's website with relevant information relating to these Receivership Proceedings;
- (l) attending to government reporting matters including, among other things, corresponding with the CRA regarding deemed trust claims and gathering of information in respect of a trust examination; and

Bankruptcy of two Washington Group entities

- (m) attending to the bankruptcy orders of Properties (QEP) and Chongye, where A&M is the named trustee.
17. The Receiver's activities for the period of October 27, 2022 to August 29, 2023, which were approved by Order of this Court made September 8, 2023, are set out in the Fourth Report.
 18. The Receiver's fees are detailed in the First Affidavit of Pinky Law (the "**Law Affidavit**") and the invoices attached thereto.
 19. The Receiver's invoiced costs for the period from October 27, 2022 to December 31, 2024, include \$536,013.75 in respect of fees, \$5,641.01 in respect of disbursements, and \$27,216.81 in respect of taxes, for a total of \$571,552.07 (the "**Receiver's Fees**"). The Receiver estimates that its fees and disbursements from January 1, 2025 to the completion of this matter will amount to approximately \$60,000 (plus applicable taxes).
 20. All of the Receiver's invoices and estimated final costs have been reviewed and approved by the Petitioner.
 21. The Receiver has affirmed its belief that the time expended and the fees charged by the Receiver are reasonable in light of the services provided and prevailing market rates for services of this nature.

Dentons' Activities and Fees

22. As further detailed in the First Affidavit of Jordan Schultz (the "**Dentons Affidavit**") and the invoices attached thereto, Dentons has been counsel for the Receiver since October, 2022.
23. Dentons has assisted the Receiver with its activities. With respect to the activities, and noting that the Receiver retains and has not waived solicitor-client privilege with respect to same, Dentons has, among other things:
 - (a) attended calls and meetings and corresponded with the Receiver regarding advice sought on various matters;
 - (b) attended calls and meetings and corresponded with stakeholders, including the Petitioner, shareholders of the Petitioner, potential purchasers, and others;
 - (c) assisted the Receiver and provided advice with respect to the marketing of the Lands
 - (d) assisted the Receiver with attending to the Empty Homes and Vacancy Tax audit and the subsequent appeal on the Belmont Properties for 2022;
 - (e) drafted and revised documents, memoranda and pleadings, including multiple applications to approve sales of certain of the Lands;
 - (f) assisted with conveyancing matters in relation to the sale of certain of the Lands; and
 - (g) appeared before the Court to make submissions on behalf of the Receiver on multiple applications.
24. Dentons' invoiced costs for the period from October 25, 2022 to December 31, 2024, include \$351,925.19 in respect of fees, \$14,513.43 in respect of disbursements, and \$42,320.16 in respect of taxes, for a total of \$408,758.78 ("**Dentons' Fees**"). Dentons estimates that its fees and disbursements from January 1, 2025 to the completion of this matter will amount to approximately \$40,000 (plus applicable taxes).
25. The Receiver has reviewed the invoices of Dentons and the estimated costs to completion and concluded that they are reasonable and appropriate.
26. The Receiver has affirmed that the services performed by Dentons were at the Receiver's request and that the Receiver believes that the time expended and the

fees charged by Dentons are reasonable in light of the services provided and prevailing market rates for fees of this nature.

Part 3: LEGAL BASIS

27. There exists no statutory authority for the discharge of a receiver's powers. Unlike a trustee in bankruptcy, a receiver does not have statutory protection from liability in respect of any act or default done by it in the administration of the bankrupt's estate, save and except the protections afforded by section 14.06 of the *Bankruptcy and Insolvency Act*.

28. A receiver may wish "to be discharged once it has completed the substance of its mandate."

Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc. (2009), 181 ACWS (3d) 471 (Ont Sup Ct) at para. 8 ("Ed Mirvish Enterprises").

29. Courts are alive to the lack of statutory authority for such a discharge and have noted that "a receiver's discharge is not addressed by statute. For all of these reasons, requests for full releases are made of the Court."

Ed Mirvish Enterprises at para. 9.

30. On completion of its mandate, a court-appointed receiver should be granted a discharge in the absence of the evidence of any improper or negligent conduct.

Pinnacle Capital Resources Ltd. v. Kraus Inc., 2012 ONSC 6376 at para 47 ("Pinnacle").

31. "A receiver often is concerned that if it is discharged without a full release, it may be required to spend time and money defending an unmeritorious action. Once discharged, there is no ability for the receiver to recover its costs from the estate."

Ed Mirvish Enterprises at para 8.

32. The Receiver submits that in these circumstances it is appropriate to discharge the Receiver save and except for with respect to gross negligence or willful misconduct as:

- (a) the Receiver has substantially completed its mandate with respect to this receivership;
- (b) the Receiver will be discharged on the filing of the Receiver's Certificate; and

- (c) there is no evidence of improper or negligent conduct on the part of the Receiver.
33. All stakeholders have been given notice that the Receiver intends to seek a discharge.
34. Therefore, the Receiver submits that it is appropriate in these circumstances to grant a full discharge upon the Receiver filing the Receiver's Certificate.

Activities and Fees of the Receiver and Counsel

35. The Receiver is seeking final approval of its fees and its legal counsel's fees.
36. The fees and disbursements of the Receiver and its legal counsel are outlined in the Tenth Report. Further details of the fees and disbursements are set out in the Dentons' Affidavit and the Law Affidavit (collectively, the "**Fee Affidavits**").
37. In connection with these proceedings and the Receiver's efforts, it was necessary for the Receiver to incur professional fees and legal fees. The professional fees and legal fees incurred by the Receiver are described in the Tenth Report. Further details of the professional fees and legal fees incurred by the Receiver are described in the Fee Affidavits. Copies of the relevant invoices, with detailed narratives are attached as Exhibits to the Fee Affidavits.
38. The Receiver has incurred fees in the amount of \$536,013.75 plus disbursements of \$5,641.01 plus taxes of \$27,216.81 totaling \$571,552.07 (the "**Receiver's Accounts**") which are set out in the invoices attached to the Law Affidavit. The Receiver estimates that its fees and disbursements from January 1, 2025 to the completion of this matter will amount to approximately \$60,000.
39. The Receiver's legal counsel has incurred fees in the amount of \$351,925.10 plus disbursements of \$14,513.43 plus taxes of \$42,320.16 totaling \$408,758.78 (the "**Counsel Accounts**") which are set out in the invoices attached to the Dentons Affidavit. Dentons estimates that its fees and disbursements from January 1, 2025 to the completion of this matter will amount to approximately \$40,000 (plus applicable taxes).
40. It is expected that about 120 hours will be required by the Receiver's counsel to assist in the activities required to be able to conclude the receivership proceedings, particularly with respect to closing the sales of 505-4963 and 501-5077, bringing an application to approve the Receiver's counsel's fees and the Receiver's fees, and filing its final report with the Office of the Superintendent of Bankruptcy, which led to the estimate of projected fees and disbursements. These activities include

attending Court for approval of the Receiver's and Dentons' fees, which is not yet accounted for in the invoices.

41. The Receiver's counsel will issue itemized invoices in respect of additional work done after the Period to be billed against the estimate of projected fees and disbursements. To the extent any amount is not actually billed, funds will be returned to the Receiver and will not be retained by the Receiver's counsel. If fees exceed the estimate, the Receiver's counsel is prepared to bear the additional costs
42. The fees of both the Receiver and its legal counsel are verified by affidavit and relate to work done to complete the Receivership proceedings.

Legal Basis: Approval of the Receiver's Fees

43. Paragraph 21 of the Receivership Order provides the Receiver and its counsel shall pass their accounts from time to time.
44. The purpose of requiring a receiver to pass its accounts from time to time is to allow interested parties to question the receiver's activities and conduct. Passing accounts throughout a receivership also ensures that the supervising court is in a position to ascertain if the receiver's fees and disbursements are properly made and are fair and reasonable in the circumstances.

Re: Redcorp Ventures Ltd., 2016 BCSC 188, at para. 22 ("Redcorp").

45. The Court has the inherent jurisdiction to approve the activities of a court-appointed receiver. If the receiver has met the objective test of demonstrating that it has acted reasonably, prudently, and not arbitrarily, a court may approve the activities as set out in its reports.

Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd., 2014 BCSC 1855 at para. 54.

46. With respect to a receiver's fees, the Court has held that the following non-exhaustive factors should be considered by a court to determine if the receiver's fees are reasonable in the circumstances:
 - (a) the nature, extent and value of the assets;
 - (b) the complications and difficulties encountered by the receiver;
 - (c) the time spent by the receiver;

- (d) the receiver's knowledge, experience and skill;
- (e) the diligence and thoroughness displayed by the receiver;
- (f) the responsibilities assumed;
- (g) the results of the receiver's efforts; and
- (h) the cost of comparable services.

***HSBC Bank Canada v Maple Leaf Loading Ltd.*, 2014 BCSC 2245 at para. 11 ("Maple Leaf").**

47. The Receiver submits its fees are fair and reasonable because:
- (a) the Receiver has significant knowledge, experience and skill;
 - (b) the Receiver has displayed diligence and thoroughness in discharging its duties, and has taken on significant responsibilities in these proceedings;
 - (c) the fees of the Receiver are in line with comparable services when performed in a prudent and economical manner; and
 - (d) the Receiver submits its costs in this matter are fair and reasonable in light of the services rendered.
48. As such, the Receiver submits that the Receiver's fees are reasonable in the circumstances and is seeking its discharge.

Legal Basis: Approval of the Receiver's Legal Counsel's Fees

49. As set out below, the test for approving a receiver's legal counsel's fees is similar to that of approving a receiver's fees.
50. The Receiver's legal counsel's fees must be fair and reasonable in the circumstances.

***Pandion Mine Finance Fund LP v. Otso Gold Corp.*, 2022 BCSC 1923, at para. 19.**

51. There should be "some reasonable connection to the amount that should reasonably have been contemplated" and as "appellate courts have directed... judges should consider all the relevant factors, and should award costs (or fees) in a more holistic manner" and should not "second-guess the amount of time claimed unless it is clearly excessive or overreaching."

***Bank of Nova Scotia v Diemer*, 2014 ONSC 365 at para. 19.**

52. In this case, the Receiver submits that there is a reasonable connection between the Receiver's and the Receiver's legal counsel's fees to the work done.
53. Moreover, the jurisprudence has acknowledged it is difficult to prove what is reasonable, as the New Brunswick Court of Appeal reasoned:

"Experienced counsel know that it can be a matter of some difficulty to prove that an account for services is fair and reasonable. In many cases, counsel attempt to establish this fact by calling as witnesses persons who are engaged in the same profession or calling to testify that the charges made by the plaintiff are the usual and normal charges for similar services made by members of that particular profession or calling in their locality..."

***Belyea v Federal Business Development Bank*, 1983 CarswellNB 27 (C.A.), at para. 10.**

54. The Court has set out a number of factors that a court should consider when determining whether to exercise its discretion to approve a receiver's legal counsel's fees, which are:
- (a) the time expended;
 - (b) the complexity of the receivership;
 - (c) the degree of responsibility assumed by the lawyers;
 - (d) the amount of money involved, including the amount of proceeds after realization and the payments to the creditors;
 - (e) the degree and skill of the lawyers involved;
 - (f) the results achieved; and
 - (g) the client's expectations as to the fee.

***Maple Leaf*, at para. 12.**

55. On application to approve a receiver's accounts and the accounts of its legal counsel:
- (a) the accounts should be verified by affidavit;

- (b) the accounts should contain sufficient evidence to permit a court to conclude that what was incurred for services rendered was at the standard rate of charges of the receiver and of the receiver's counsel; and
- (c) the accounts should provide a sufficient description of the services rendered to permit a court to determine whether the liability for fees was properly made or incurred.

***Redcorp*, at paras. 26, 32.**

56. In the case herein, the Receiver submits that its legal counsel's fees are fair and reasonable, given that:

- (a) the complexities of this Receivership, its legal counsel spent significant time assisting the Receiver with various legal issues, as well as preparing pleadings and evidence in connection with the Receiver's court applications;
- (b) legal counsel has assumed responsibility throughout this Receivership and has worked closely with the Receiver throughout;
- (c) legal counsel has staffed its legal team with experienced insolvency lawyers and properly delegated legal tasks to members of the legal team that had the skills to complete each activity in a cost-effective manner;
- (d) in working with the Receiver, legal counsel has helped the Receiver market and sell the numerous Properties; and
- (e) legal counsel has been transparent regarding its fees and the Receiver submits that its legal counsel's fees are reasonable in the circumstances.

57. With respect to this case, the Receiver submits that its fees to date are fair and reasonable in the circumstances, particularly in light of the significant time and effort expended by the Receiver regarding its activities as detailed in the Reports.

58. In this respect, the Receiver submits that:

- (a) its professional fees and disbursements were properly incurred;
- (b) the work completed by the Receiver was delegated to the appropriate professionals with the appropriate seniority and appropriate hourly rates;

- (c) the Receiver's fees in this matter are consistent with fees charged by other insolvency firms of a similar size for work of a similar nature and complexity; and
 - (d) the services were performed by the Receiver in a prudent and economical manner.
59. Similarly, the Receiver submits that the fees and disbursements of its counsel are fair and reasonable because:
- (a) the professional fees and disbursements were properly incurred;
 - (b) the work completed was delegated to the appropriate professionals with the appropriate seniority and hourly rates;
 - (c) the fees in this matter are consistent with the market for similar firms with the capacity to handle a file of comparable size and complexity;
 - (d) each invoice was reviewed for reasonableness at the time of billing and in many cases legal counsel provided discounts along the way;
 - (e) invoices were provided to the Receiver when rendered and all have been approved by the Receiver; and
 - (f) the services were performed by legal counsel in a prudent and economical manner.
60. In this case, the Receiver submits that the Receiver's and its legal counsel's fees are fair and reasonable. Therefore, the Receiver submits that its fees and its legal counsel's fees for the Period should be approved.

Part 4: MATERIAL TO BE RELIED ON

- 61. Receivership Order made October 27, 2022;
- 62. Order (Slip Rule) Amending Receivership Order, made November 7, 2022;
- 63. Orders (re: stay of proceedings) made December 7, 2022, February 8, 2023 and April 26, 2023;
- 64. Order made September 8, 2023;
- 65. Order made (sale approval of 505-4963) made October 11, 2024;
- 66. Orders made (re: Distribution) made October 30, 2023 and May 14, 2024;

67. Affidavit #1 of Jordan Schultz, to be filed;
68. Affidavit #1 of Pinky Law, to be filed;
69. Receiver's First Report to the Court dated April 26, 2023;
70. Receiver's Second Report to the Court dated June 14, 2023;
71. Receiver's Third Report to the Court dated July 4, 2023;
72. Receiver's Fourth Report to the Court, dated August 29, 2023.
73. Receiver's Fifth Report to Court, dated October 20, 2023;
74. Receiver's Sixth Report to Court, dated December 12, 2023;
75. Receiver's Seventh Report to Court, dated January 30, 2024;
76. Receiver's Eighth Report to Court, dated October 2, 2024;
77. Receiver's Ninth Report to Court, dated October 8, 2024;
78. Receiver's Tenth Report to the Court, to be filed; and
79. Any other such material as this Honourable Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 5 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 8 business days of service of this Notice of Application,

- (a) file an Application Response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed Application Response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 4 / FEB /2025



Signature of lawyer for filing party
Catherine Ewasiuk

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this Notice of Application

☐ with the following variations and additional terms:

Date:

Signature of ☐ Judge ☐ Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial

- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

Schedule "A"

Service List

(See Attached)

SCHEDULE "A"

NO. H220369
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PLW INVESTMENT LTD.

PETITIONER

AND:

1025332 B.C. LTD., 1025334 B.C. LTD., 1025336 B.C. LTD.,
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CORP., WASHINGTON PROPERTIES (WEST 27TH) INC.,
WASHINGTON PROPERTIES (WEST 29TH) INC., ALIX ABELA,
THANH TRAN, HIKARI YASUHARA, MEREANI VAILEBA, PAOLO
BIANCHIN, GELAREH HASHEMISHAYAN, CHARLIE GOODCHILD,
JENNY GOODCHILD and NICOLAS BINON

RESPONDENTS

SERVICE LIST

[Updated: November 4, 2024]

Receiver's Website: <https://www.alvarezandmarsal.com/washingtonproperties>

<u>NAME OF COUNSEL:</u>	<u>PARTY(IES):</u>
Dentons Canada LLP Barristers & Solicitors 20 th Floor – 250 Howe Street Vancouver, BC V6C 3R8 Attention: Jordan Schultz / Valerie Cross Tel: (604) 691-6452 Email: jordan.schultz@dentons.com ; valerie.cross@dentons.com ; avic.arenas@dentons.com catherine.ewasiuk@dentons.com	<i>Counsel for Court-appointed Receiver (Alvarez & Marsal Canada Inc.)</i>

NAME OF COUNSEL:	PARTY(IES):
<p>Fasken Martineau DuMoulin LLP Barristers & Solicitors 2900 – 550 Burrard Street Vancouver, BC V6C 1A3</p> <p>Attention: Kibben Jackson / Mishaal Gill</p> <p>Tel: (604) 631-3131</p> <p>Email: kjackson@fasken.com; mgill@fasken.com; eluke@fasken.com; svolkow@fasken.com</p>	<p><i>Counsel for the Petitioners</i></p>
<p>Alvarez & Marsal Canada Inc. Cathedral Place Building 925 West Georgia Street, Suite 902 Vancouver, BC V6C 3L2</p> <p>Attention: Anthony Tillman / Pinky Law</p> <p>Tel : (604) 639-0849</p> <p>Email: atillman@alvarezandmarsal.com; pinky.law@alvarezandmarsal.com; nvirmani@alvarezandmarsal.com; Marianna.lee@alvarezandmarsal.com</p>	<p><i>Court-appointed Receiver</i></p>
<p>Kornfeld LLP 1100 One Bentall Centre 505 Burrard Street, Box 11 Vancouver, BC V7X 1M5</p> <p>Attention: Daniel S. Parlow / Neil Kornfeld Devin P. Lucas</p> <p>Tel: (604) 683-0570</p> <p>Email: dparlow@kornfeldllp.com; nkornfeld@kornfeldllp.com; tleung@kornfeldllp.com; dlucas@kornfeldllp.com; kapan@kornfeldllp.com</p>	<p><i>Counsel for: 1025332 B.C. Ltd., 1025334 B.C. Ltd., 1025336 B.C. Ltd., Chongye Developments Ltd., Washington Properties (Point Grey) Inc., Washington Properties (QEP) Inc., Lucky Five Investments Ltd., 1094321 B.C. Ltd., Prarda Developments Corporation, 1256306 B.C. Ltd., 1256319 B.C. Ltd., Amy Barsha Washington (a.k.a. Fengyun Shao), Edison Washington (a.k.a. Qiang Wang), Linda Washington and 35 Park Parking Inc.</i></p>
<p>Dentons Canada LLP Barristers & Solicitors 20th Floor – 250 Howe Street Vancouver, BC V6C 3R8</p> <p>Attention: Eamonn Watson</p> <p>Tel: (604) 629-4997</p> <p>Email: eamonn.watson@dentons.com; chelsea.denton@dentons.com</p>	<p><i>Counsel for Earlston Mortgage Corp.</i></p>

NAME OF COUNSEL:	PARTY(IES):
<p>Clark Wilson 900-885 West Georgia Street Vancouver, BC V6C 3H</p> <p>Attention: Juan Pablo Mendez Campos Maria Di Paolo</p> <p>Tel: (604) 643-3912</p> <p>Emails: JPMendezCampos@cwilson.com; mdipaolo@cwilson.com</p>	<p><i>Counsel for The Owners, Strata Plan EPS 4950</i></p>
<p>Owen Bird Law Corporation 2900 – 733 Seymour Street, P.O. Box 1 Vancouver, B.C. V6B 0S6</p> <p>Attention: Alan Frydenlund, K.C.</p> <p>Tel: (604) 691-7511</p> <p>Emails: afrydenlund@owenbird.com hfrydenlund@owenbird.com</p>	<p><i>Counsel for Pacifica Mortgage Investment Corporation</i></p>
<p>Department of Justice Canada 900 - 840 Howe Street Vancouver, B.C. V6Z 2S9</p> <p>Attention: Christine Matthews</p> <p>Tel: (604) 666-5891</p> <p>Email: Christine.Matthews@justice.gc.ca</p>	<p><i>Counsel for His Majesty the King in right of Canada, as represented by the Minister of National Revenue (CRA)</i></p>
<p>Foundation Law Corporation 830 - 8477 Bridgeport Road Richmond, BC V6X 0S8</p> <p>Attention: Jerry Liu</p> <p>Tel: 604-242-2819</p> <p>Email: jliu@foundationlawyers.com; kjin@foundationlawyers.com</p>	<p><i>Counsel for 1419788 B.C. Ltd.</i></p>
<p>Avid Law Corporation 5811 Cooney Road Suite 602 North Tower Richmond, BC V6X 3M1</p> <p>Attention: Adele Sun</p> <p>Tel: 604-273-7565</p> <p>Email: asun@avid-law.com; civil@avid-law.com</p>	<p><i>Counsel for Ping Zhong and 2475651 Alberta Inc.</i></p>

NAME OF COUNSEL:	PARTY(IES):
<p>Richard Buell Sutton LLP 700 - 401 West Georgia Street Vancouver, BC, Canada V6B</p> <p>Attention: Tommy Chan</p> <p>Tel: 604-682-3664</p> <p>Email: TChan@rbs.ca; sng@rbs.ca</p>	<p><i>Counsel for CTJ Investments Inc.</i></p>
<p>Alix Abela Nicolas Binon</p> <p>Email: alixabela88@gmail.com; unickpainting@gmail.com</p>	<p><i>Tenants and on behalf of new Respondents</i></p>

EMAIL SERVICE LIST:

jordan.schultz@dentons.com; valerie.cross@dentons.com; emma.newbery@dentons.com;
avic.arenas@dentons.com; kjackson@fasken.com; mgill@fasken.com; svolkow@fasken.com;
eluke@fasken.com ; atillman@alvarezandmarsal.com; pinky.law@alvarezandmarsal.com;
nvirmani@alvarezandmarsal.com; marianna.lee@alvarezandmarsal.com;
dparlow@kornfeldllp.com; nkornfeld@kornfeldllp.com; tleung@kornfeldllp.com;
dlucas@kornfeldllp.com; kapan@kornfeldllp.com; eamonn.watson@dentons.com;
chelsea.denton@dentons.com; JPMendezCampos@cwilson.com; mdipaolo@cwilson.com;
afrydenlund@owenbird.com; hfrydenlund@owenbird.com; Christine.Matthews@justice.gc.ca;
jliu@foundationlawyers.com; kjin@foundationlawyers.com; dlucas@kornfeldllp.com; asun@avid-
law.com; civil@avid-law.com; TChan@rbs.ca; sng@rbs.ca; alixabela88@gmail.com;
unickpainting@gmail.com

Schedule "B"

Draft Order

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PLW INVESTMENT LTD.

PETITIONER

AND:

1025332 B.C. LTD., 1025334 B.C. LTD., 1025336 B.C. LTD., CHONGYE DEVELOPMENTS LTD., WASHINGTON PROPERTIES (POINT GREY) INC., WASHINGTON PROPERTIES (QEP) INC., LUCKY FIVE INVESTMENTS LTD., 1094321 B.C. LTD., PRARDA DEVELOPMENTS CORPORATION, 1256306 B.C. LTD., 1256319 B.C. LTD., AMY BARSHA WASHINGTON (A.K.A. FENGYUN SHAO), EDISON WASHINGTON (A.K.A. QIANG WANG), LINDA WASHINGTON, 35 PARK PARKING INC., EARLSTON MORTGAGE CORP., WASHINGTON PROPERTIES (WEST 27TH) INC., WASHINGTON PROPERTIES (WEST 29TH) INC., ALIX ABELA, THANH TRAN, HIKARI YASUHARA, MEREANIVAILEBA, PAOLO BIANCHIN, GELAREH HASHEMISHAYAN, CHARLIE GOODCHILD, JENNY GOODCHILD and NICOLAS BINON

RESPONDENTS

ORDER MADE AFTER APPLICATION

))
)	THE HONOURABLE)
BEFORE))
)	JUSTICE BLAKE)
))
))

FEB/12/2025

ON THE APPLICATION of Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as court appointed receiver and manager (in such capacity, the "**Receiver**"), coming on for hearing at Vancouver, B.C. on February 12, 2025 and on hearing Jordan Schultz, counsel for the Receiver, and those other counsel appearing listed at Schedule "A".

THIS COURT ORDERS THAT:

1. The activities of the Receiver, as set out in the Receiver's:
 - (a) Fifth Report to Court, dated October 20, 2023;

- (b) Sixth Report to Court, dated December 12, 2023;
- (c) Seventh Report to Court, dated January 30, 2024;
- (d) Eighth Report to Court, dated October 2, 2024;
- (e) Ninth Report to Court, dated October 8, 2024; and
- (f) Tenth Report to Court, dated [DATE]

are hereby approved, provided that A&M in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

2. The Receiver's fees in the amount of \$536,013.75 and the disbursements of the Receiver in the amount of \$5,641.01 plus applicable taxes, for the period from October 27, 2022 to December 31, 2024 be and are hereby approved.
3. The Receiver's further fees and disbursements for the period from December 31, 2024 to the completion of this matter be and are hereby approved, provided that such amount shall not exceed \$60,000 (plus applicable taxes).
4. The fees of the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**") in the amount of \$351,925.19 and the disbursements of Dentons in the amount of \$14,513.43 plus applicable taxes, for the period from October 25, 2022 to December 31, 2024 be and are hereby approved.
5. Dentons' estimated further fees and disbursements for the period from December 31, 2024 to the completion of this matter be and are hereby approved be and are hereby approved, provided that such amount shall not exceed \$40,000 (plus applicable taxes).
6. Notwithstanding the Distribution Orders made in this proceeding on October 30, 2023 and May 7, 2024 (the "**Distribution Orders**"), the Receiver is authorized to hold back the sum of \$100,000 (the "**Holdback Funds**") to apply to any potential outstanding or unanticipated obligations under the Receivership Proceedings for a period of six (6) months after the execution of the Receiver's Certificate (as defined below).
7. Upon:
 - (a) the sales of real property with civic addresses of 505-4963 Cambie Street and 501-5077 Cambie Street, Vancouver, BC having closed;

- (b) the Receiver and Dentons having passed their accounts in accordance with the Receivership Order made in these Proceedings on October 27, 2022, (as amended from time to time the "**Receivership Order**") and the activities of the Receiver having been approved; and
- (c) the Receiver having made all distributions of funds authorized and directed by this Honourable Court, subject to the Holdback Funds

the Receiver shall file a Receiver's Certificate (the "**Receiver's Certificate**") confirming the foregoing.

8. Upon the filing of the Receiver's Certificate:

- (a) The Receiver shall be released and discharged as Receiver in these proceedings and shall be released and discharged from any and all claims that any person may have or be entitled to assert against the Receiver in any way relating to, arising out of, or in respect of these proceedings, save and except as may result from the gross negligence or wilful misconduct of the Receiver upon the Receiver executing the Receiver's Certificate;
- (b) In addition to the rights and protections afforded the Receiver under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**Bankruptcy Act**") or as an officer of this Court, the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of its mandate, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Receiver by the *Bankruptcy Act* or any applicable legislation; and
- (c) Notwithstanding anything to the contrary contained in this or any other order of this Court made in these proceedings, on its discharge, the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of A&M in its capacity as Receiver.

9. The Receiver shall be at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial regulatory and administrative bodies, and take such other steps as may be necessary or advisable to give effect to this Order.
10. The Receiver may apply to this Court for advice and direction in relation to the discharge of this Order and its duties hereunder.

11. Endorsement of this Order, other than by counsel for the Receiver, 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 AS ABOVE AS BEING MY CONSENT:

Signature of Jordan Schultz, Lawyer for Alvarez
& Marsal Canada Inc., in its capacity as Court-
appointed Receiver

By the Court.

Registrar

SCHEDULE "A"
LIST OF COUNSEL

NAME	PARTY REPRESENTED