

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

NOV 14 2024

Original Petition filed September 15, 2022, Amended Petition filed February 1, 2024  
Further amended pursuant to the Order of Madam Justice Blake made November 1, 2024

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. and EARLSTON  
MORTGAGE CORP., WASHINGTON PROPERTIES (WEST  
27<sup>TH</sup>) INC., WASHINGTON PROPERTIES (WEST 29<sup>TH</sup>) INC.,  
ALIX ABELA, THANH TRAN, HIKARI YASUHARA,  
MEREANI VAILEBA, PAOLO BIANCHIN, GELAREH  
HASHEMISHAYAN, CHARLIE GOODCHILD, JENNY  
GOODCHILD and NICOLAS BINON

RESPONDENTS

SECOND AMENDED PETITION TO THE COURT

ON NOTICE TO:

1025332 B.C. Ltd.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

1025334 B.C. Ltd.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

1025336 B.C. Ltd.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Chongye Developments Ltd.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Washington Properties (Point Grey) Inc.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Washington Properties (QEP) Inc.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Lucky Five Investments Ltd.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

1094321 B.C. Ltd.  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Prarda Developments Corporation  
505 Burrard St #1100, Vancouver, BC V7X 1M5

1256306 B.C. Ltd.  
1460-701 West Georgia Street, Vancouver BC, V7Y 1E4

1256319 B.C. Ltd.  
1460-701 West Georgia Street, Vancouver BC, V7Y 1E4

Amy Barsha Washington (a.k.a. Fengyun Shao)  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Edison Washington (a.k.a. Qiang Wang)  
505 Burrard St #1100, Vancouver, BC V7X 1M5

Linda Washington  
505 Burrard St #1100, Vancouver, BC V7X 1M5

35 Park Parking Inc.  
1100 One Bentall Centre, 505 Burrard Street, BOX 11, Vancouver, BC V7X 1M5

Earlston Mortgage Corp.  
2800 Park Place, 666 Burrard Street, Vancouver BC V6C 2Z7

Aria Pacific Cambie Fourth Development Ltd.  
#200 – 100 Park Royal South, West Vancouver, BC V7T 1A2

Washington Properties (West 27<sup>th</sup>) Inc.  
550-1130 West Pender Street, Vancouver, BC V6E 4A4

Washington Properties (West 29<sup>th</sup>) Inc.  
550-1130 West Pender Street, Vancouver, BC V6E 4A4

Alix Abela and Thanh Tran  
4991 Cambie Street  
Vancouver, B.C.

Hikari Yasuhara, Merani Vaileba, Paolo Bianchin,  
Gelareh Hashemishayan, Charlie Goodchild,  
Jenny Goodchild and Nicolas Binon  
4215 Cambie Street  
Vancouver, B.C.

The address of the registry is: 800 Smithe Street, Vancouver, B.C. V6Z 2E1.

The Petitioner estimates that the hearing of the petition will take 5 minutes.

This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by the petitioner, PLW Investment Ltd. (“**PLW**” or the “**Petitioner**”).

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

- (a) file a Response to Petition in Form 67 in the above-named registry of this Court within the time for Response to Petition described below, and
- (b) serve on the Petitioner
  - (i) 2 copies of the filed Response to Petition, and
  - (ii) 2 copies of each filed Affidavit on which you intend to rely at the hearing.

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the Response to Petition within the time for response.**

#### **Time for Response to Petition**

A Response to Petition must be filed and served on the petitioner,

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

(1)	The address of the registry is:  800 Smithe Street Vancouver, B.C. V6Z 2E1
(1)	The ADDRESS FOR DELIVERY is:  Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, B.C. V6C 0A3  Fax number for delivery is: n/a E-mail address for service is: <del>n/a</del> <a href="mailto:kjackson@fasken.com">kjackson@fasken.com</a> & <a href="mailto:mgill@fasken.com">mgill@fasken.com</a>
(2)	The name and office address of the Petitioner's Solicitor is:  Fasken Martineau DuMoulin LLP 2900 - 550 Burrard Street Vancouver, B.C. V6C 0A3 Telephone: 604 631 3131. (Reference: 313022.00006/Kibben Jackson)

## CLAIM OF THE PETITIONER

### Part 1: DECLARATIONS AND ORDERS SOUGHT

#### Cambie Street Lands

1. A Declaration that the mortgage dated August 30, 2022 granted by Prarda Developments Corporation ("**Prarda**") in favour of PLW and registered in the LTO under Charge Number CB190523 (the "**Mortgage of Lot 10 Aria Pacific Mortgage**") is a mortgage charging the mortgage dated August 29, 2022 granted by Aria Pacific Cambie Fourth Development Ltd. ("**Aria Fourth**") in favour of Prarda and registered in the LTO under Charge Number CB190496 charging those certain parcels of lands and premises described therein and defined in Schedule "A" as the 4361 Cambie Street Lands (the "**Lot 10 Aria Pacific Mortgage**").
2. A Declaration that the mortgage dated August 30, 2022 granted by Prarda in favour of PLW and registered in the LTO under Charge Number CB190524 (the "**Mortgage of Lot**



**11 Aria Pacific Mortgage**”) is a mortgage charging the mortgage dated August 29, 2022 granted by Aria Fourth in favour of Prarda and registered in the LTO under Charge Number CB190478 charging those certain parcels of lands and premises described therein and defined in Schedule “A” as the 4387 Cambie Street Lands (the “**Lot 11 Aria Pacific Mortgage**”).

Belmont Lands and Capilano Lands

3. A Declaration that the mortgage dated December 20, 2018 (the “**2018 Washington Mortgage**”) granted by Amy Barsha Washington (a.k.a. Fengyun Shao) (“**Amy**”), 1025332 B.C. Ltd. (“**5332**”), 1025334 B.C. Ltd. (“**5334**”), and 1025336 B.C. Ltd. (“**5336**”) in favour of PLW and registered in the LTO under Charge Number CA7267442 is a mortgage charging those certain parcels of lands and premises described therein and defined in Schedule “A” as the Belmont Lands and the Capilano Lands.
4. A Declaration that the beneficial mortgage and direction to charge dated December 20, 2018 (the “**2018 Properties (PG) Beneficial Mortgage**”) granted by Washington Properties (Point Grey) Inc. (“**Properties (PG)**”) in favour of PLW is a mortgage charging the beneficial interests of Properties (PG) in the Belmont Lands.
5. A Declaration that the mortgage dated July 26, 2019 (the “**2019 Belmont Mortgage**”) granted by 5332, 5334 and 5336 in favour of PLW and registered in the LTO under Charge Number CA7651499 is a mortgage charging the Belmont Lands.
6. A Declaration that the beneficial mortgage and direction to charge dated July 26, 2019 (the “**2019 Properties (PG) Beneficial Mortgage**”) granted by 5332, 5334, 5336, and Properties (PG) in favour of PLW is a mortgage charging the beneficial interest of Properties (PG) in the Belmont Lands.
7. A Declaration that the mortgage dated August 26, 2020 (the “**2020 Capilano Mortgage**”) granted by Amy in favour of PLW and registered in the LTO under Charge Number CA8410392 is a mortgage charging the Capilano Lands.

Strata Lots and Amy Strata Lots

8. A Declaration that the mortgage and assignment of rents dated August 8, 2018 (the “**2018 Laurentian Strata Mortgage**”) granted by Amy in favour of Laurentian Bank of Canada (“**Laurentian**”), and assigned to PLW, which is registered in the LTO under Charge Numbers CA7037305 and CA7037306 is a mortgage charging those certain parcels of lands and premises described and defined in Schedule “A” as the Strata Lots and the Amy Strata Lots.
9. A Declaration that the mortgage and assignment of rents dated August 29, 2018 (the “**2018 KingSett Strata Mortgage**”), granted by Amy as mortgagor in favour of KingSett Mortgage Corporation (“**KingSett**”), and assigned to PLW, which is registered in the LTO under Charge Numbers CA7037322 and CA7037323 is a mortgage charging the Strata Lots and the Amy Strata Lots.
10. A Declaration that the mortgage dated September 13, 2019 (the “**2019 KingSett Strata Mortgage**”) granted by Amy in favour of KingSett, and assigned to PLW, which is registered in the LTO under Charge Number CA7787470, is a mortgage charging the Strata Lots and the Amy Strata Lots.
11. A Declaration that the mortgage dated February 7, 2020 (the “**February 2020 Strata Mortgage**”) granted by Amy in favour of PLW and registered in the LTO under Charge Number CA8202887 as modified by the extension and modification of mortgage dated August 27, 2020 (the “**2020 Strata Mortgage Modification**”, and together with the February 2020 Strata Mortgage, the “**2020 Strata Mortgage**”) granted by Amy in favour of PLW and registered in the LTO under Charge Numbers CA8410389 and CA8410390 is a mortgage charging the Strata Lots.
12. A Declaration that the mortgage dated August 26, 2020 (the “**2020 Amy Mortgage**”) granted by Amy in favour of PLW and registered in the LTO under Charge Numbers CA8410391 and CA8410392 is a mortgage charging Strata Lot 163 Block 839 District Lot 526 Group 1 NWD Strata Plan EPS4950, which is on the strata lots that comprise the Amy Lands, as defined in Schedule “A”.

Edison Lands and Amy Atrium Lands

13. A Declaration that the mortgage dated March 25, 2022 (the “**Edison and Amy Atrium Mortgage**”) granted by Amy and Edison Washington (a.k.a. Qiang Wang) (“**Edison**”) and registered in the LTO under Charge Number CA9821404 is a mortgage charging those certain parcels of lands and premises described therein and defined in Schedule “A” as the Edison Lands and the Amy Atrium Lands.

Linda Lands

14. A Declaration that the mortgage and assignment of rents dated July 26, 2019 (the “**Linda Mortgage**”) granted by Linda Washington (“**Linda**”) in favour of PLW and registered in the LTO under Charge Numbers CA7651464 and CA7651465 is a mortgage charging those certain parcels of lands and premises described therein and defined in Schedule “A” as the Linda Lands.

West 3<sup>rd</sup> Lands

15. A Declaration that the mortgage and assignment of rents dated October 27, 2021 (the “**2021 West 3<sup>rd</sup> Mortgage**”) granted by Amy in favour of PLW and registered in the LTO under Charge Numbers CB140141 is a mortgage charging those certain parcels of lands and premises described therein and defined in Schedule “A” as the West 3<sup>rd</sup> Lands.
16. The mortgages referred to in paragraphs 1 to 15 above are collectively referred to as the “**Mortgages**”.

General Security Agreements

17. A Declaration that the General Security Agreement dated December 20, 2018 (the “**2018 Washington GSA**”) granted by 5332, 5334, 5336, Chongye Developments Ltd. (“**Chongye**”), Properties (PG) and Amy in favour of PLW in respect of which a financing statement was filed in the BC PPR under base registration number 223118L on December 20, 2018, constitutes a charge in favour of the Petitioner on all present and after acquired personal property of 5332, 5334, 5336, Chongye, Properties (PG) and Amy in priority to the interests therein or claims thereto of all Respondents.

18. A Declaration that the General Security Agreement dated July 26, 2019 (the “**2019 Washington GSA**”) granted by 5332, 5334, 5336, Properties (PG), Amy, Washington Properties (QEP) Inc. (“**Properties (QEP)**”), Prarda and 109 in favour of PLW in respect of which a financing statement was filed in the BC PPR under base registration number 888866N on July 28, 2022, constitutes a charge in favour of the Petitioner on all present and after acquired goods of 5332, 5334, 5336, Properties (PG), Amy, Properties (QEP), Prarda and 109 in priority to the interests therein or claims thereto of all Respondents.
19. The General Security Agreements referred to in paragraphs 17 and 18 above are collectively referred to hereafter as the “**General Security Agreements**”.
20. The personal property charged by the General Security Agreements is collectively referred to hereafter as the “**Personal Property**”.

#### Indebtedness

21. A Declaration that the payments due under the 2018 Loan Agreement (as defined below) are in default.
22. A Declaration that the payments due under the 2020 Loan Agreement (as defined below) are in default.
23. A Declaration that all monies secured by the Security Documents (as defined below) are due and owing.
24. A Declaration that the amount of money secured by the Security Documents (as defined below) is the sum of \$71,807,406.07 together with interest accruing thereon at the rate of \$35,352.69 per day from September 2, 2022 to the date of payment, which interest is subject to the compounding provisions of the 2018 Loan Agreement (as defined below) and the 2020 Loan Agreement (as defined below).
25. Judgment against the 2018 Borrowers (as defined below), jointly and severally, in the amount of \$34,112,888.34 together with interest thereon at the rate of \$16,553.16 per day from September 2, 2022 to the date of judgment, which interest is subject to the



compounding provisions of the 2018 Loan Agreement, and together with the Petitioner's costs of and related to this proceeding.

26. Judgment against the 2020 Borrowers (as defined below), jointly and severally, in the amount of \$37,694,517.73 together with interest thereon at the rate of \$18,546.47 per day from September 2, 2022 to the date of judgment, which interest is subject to the compounding provisions of the 2020 Loan Agreement, and together with the Petitioner's costs of and related to this proceeding.
27. Judgment against Edison in the amount of \$71,807,406.07 together with interest thereon at the rate of \$35,352.69 per day from September 2, 2022 to the date of judgment, which interest is subject compounding provisions of the 2018 Loan Agreement and the 2018 Edison Guarantee (as defined in Schedule "B" hereto), and together with the Petitioner's costs of and related to this proceeding.
28. Judgment against Linda pursuant in the amount of \$8,000,000.00 together with interest thereon at the rate of \$3,945.21 per day from September 2, 2022 to the date of judgment, which interest is subject compounding provisions of the 2019 Loan Agreement and the 2019 Linda Guarantee (as defined in Schedule "B" hereto), and together with the Petitioner's costs of and related to this proceeding.
29. An Order for possession of the Washington Group Lands (as defined below) and the Personal Property (collectively, the "**Charged Property**").
30. An Order for the appointment of a Receiver or a Receiver Manager of the Charged Property.
31. A Certificate of Pending Litigation.
32. Costs.
33. An Order that the Petitioner be granted liberty to apply to this Honourable Court or to the District Registrar of this Honourable Court for a further summary accounting of any amounts which become due to the Petitioner for interest, taxes, arrears of taxes, insurance

premiums, costs, charges, expenses or otherwise after the pronouncement of any Order made herein.

34. An Order for all other necessary accounts, directions and inquiries.

## **Part 2: FACTUAL BASIS**

### Parties

1. The Petitioner is a federally incorporated company having an address for service c/o Fasken Martineau DuMoulin LLP, 2900 - 550 Burrard Street, Vancouver, B.C.
2. The Respondent, 5332, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.
3. The Respondent, 5334, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.
4. The Respondent, 5336, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.
5. The Respondent, Chongye, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.
6. The Respondent, Properties (PG), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.
7. The Respondent, Properties (QEP), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.

8. The Respondent, Lucky Five Investments Ltd. ("**Lucky Five**"), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 - 1130 West Pender Street, Vancouver BC V6E 4A4.
9. The Respondent, 1094321 B.C. Ltd. ("**109**"), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1460-701 West Georgia Street, Vancouver BC, V7Y 1E4.
10. The Respondent, Prada, is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1460-701 West Georgia Street, Vancouver BC, V7Y 1E4.
11. The Respondent, 1256306 B.C. Ltd. ("**125**") is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1460-701 West Georgia Street, Vancouver BC, V7Y 1E4.
12. The Respondent, 1256319 B.C. Ltd. ("**319**"), is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1460-701 West Georgia Street, Vancouver BC, V7Y 1E4.
13. The Respondent, Amy, is a businessperson who resides in West Vancouver, BC.
14. The Respondent, Edison, is a businessperson who resides in West Vancouver, BC.
15. The Respondent, Linda, is a businessperson who resides in BC.
16. The Respondent, 35 Park Parking Inc. is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 1100 One Bentall Centre, 505 Burrard Street, BOX 11, Vancouver, BC V7X 1M5.
17. The Respondent, Earlston Mortgage Corp. is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2800 Park Place, 666 Burrard Street, Vancouver BC V6C 2Z7.

18. The Respondent, Earlston Mortgage Corp. is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2800 Park Place, 666 Burrard Street, Vancouver BC V6C 2Z7.
19. The Respondent, Earlston Mortgage Corp. is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 2800 Park Place, 666 Burrard Street, Vancouver BC V6C 2Z7.
20. The Respondent, Washington Properties (West 27<sup>th</sup>) Inc., is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 – 1130 West Pender Street, Vancouver, B.C. V6E 4A4.
21. The Respondent, Washington Properties (West 29<sup>th</sup>) Inc., is a company incorporated pursuant to the laws of British Columbia with a registered and records office at 550 – 1130 West Pender Street, Vancouver, B.C. V6E 4A4.
22. The Respondents Alix Abela and Thanh Tran are individuals who reside at 4491 Cambie Street, Vancouver, B.C.
23. The Respondents Hikari Yasuhara, Mereani Vaileba, Paolo Bianchin, Gelareh Hashemishayan, Charlie Goodchild, Jenny Goodchild and Nicolas Binon are individuals who reside at 4215 Cambie Street, Vancouver, B.C.

#### Lands and Ownership

24. Amy is the legal and beneficial owner of the Amy Lands and the Amy Atrium Lands.
25. Amy is the legal owner and Chongye is the beneficial owner of the West 3<sup>rd</sup> Lands.
26. 5332, 5334 and 5336 are the legal owners, and Properties (PG) is the beneficial owner, of the Belmont Lands.
27. 125 is the legal owner, and 319 is the beneficial owner, of the Strata Lots.
28. Edison is the legal and beneficial owner of the Edison Lands.
29. Linda is the legal and beneficial owner of the Linda Lands.



30. The Linda Lands, the Amy Lands, the Amy Atrium Lands, the West 3<sup>rd</sup> Lands, the Belmont Lands, the Strata Lots and the Edison Lands, are collectively referred to hereafter as the **“Washington Group Lands”**.

Loan Agreements and Security

31. Pursuant to a loan agreement dated December 20, 2018 (the **“2018 Loan Agreement”**) among Amy, 5332, 5334, 5336, Chongye and Properties (PG) (collectively, the **“2018 Borrowers”**), as borrowers, Edison, as guarantor, and PLW, as lender, PLW advanced funds to the 2018 Borrowers.
32. Pursuant to a loan agreement dated July 26, 2019, as amended by loan modification agreements dated October 25, 2019 and February 5, 2020 (as amended, the **“2019 Loan Agreement”**), among Amy, 5332, 5334, 5336, Properties (PG), Properties (QEP), Lucky Five, 109 and Prarda, as borrowers (collectively, the **“2019 Borrowers”**), Edison as a guarantor for an unlimited amount, Linda as a guarantor for an amount limited to \$8,000,000, and PLW, as lender, PLW advanced funds to the 2019 Borrowers.
33. Pursuant to a loan agreement dated August 17, 2020 (the **“2020 Loan Agreement”**) among Amy, Edison, 5332, 5334, 5336, Properties (PG), Properties (QEP), Lucky Five, 109, Prarda and Chongye, as borrowers (collectively, the **“2020 Borrowers”**), Lucy Washington, as guarantor, and PLW, as lender, PLW advanced funds to the 2020 Borrowers.
34. The 2019 Loan Agreement was subsumed by and incorporated into the 2020 Loan Agreement.
35. The 2018 Loan Agreement and the 2020 Loan Agreement are collectively referred to as the **“Loan Agreements”**.
36. On August 17, 2020, in connection with or as contemplated by the 2020 Loan Agreement:
- (a) the Strata Lots were transferred from Amy to 125, as legal owner, and 319, as beneficial owner, both of which companies are owned by Peter Pu, a principal of PLW;

- (b) certain indebtedness owing and security granted to Laurentian, including that identified in Schedule “B” hereto, was assigned and transferred to PLW pursuant to an Assignment of Loan and Security dated August 18, 2020 between Laurentian and PLW (the “**Laurentian Assignment Agreement**”); and
- (c) certain indebtedness owing and security granted to KingSett, including that identified in Schedule “B” hereto, was assigned and transferred to PLW pursuant to an Assignment of Loan and Security dated August 17, 2020 between KingSett and PLW (the “**KingSett Assignment Agreement**”).

#### Security

- 37. As security for their obligations under the 2018, 2019 and 2020 Loan Agreements, 5332, 5334, 5336, Chongye, Properties (PG), Properties (QEP), Lucky Five, 109, Prarda, Amy, Edison, and Linda (the “**Debtors**”), executed certain security and other agreements in favour of PLW, including without limitation the security and other agreements enumerated in Schedule “B” hereto (collectively, the “**Security Documents**”).
- 38. As more particularly described in paragraphs 39 to 43 below, the Debtors are collectively indebted to PLW under the 2018, 2019 and 2020 Loan Agreements in the aggregate amount of \$71,807,406.07, the repayment of which is secured by the Security Documents, which Security Documents have been registered against and charge the lands described in Schedule “A” hereto.

#### Indebtedness

- 39. The amounts outstanding under the 2018 Loan Agreement, together with interest and all other amounts owing thereunder and pursuant to any other agreements between PLW and any one or more of the Debtors in respect of the 2018 Loan Agreement, and all other costs, charges and expenses from time to time due and owing to PLW in connection therewith, including legal costs, are collectively referred to herein as the “**2018 Loan Indebtedness**”.
- 40. The amounts outstanding under the 2020 Loan Agreement, together with interest and all other amounts owing thereunder and pursuant to any other agreements between PLW and

any one or more of the Debtors in respect of the 2020 Loan Agreement, and all other costs, charges and expenses from time to time due and owing to PLW in connection therewith, including legal costs, are collectively referred to herein as the “**2020 Loan Indebtedness**”.

41. The 2018 Loan Indebtedness and the 2020 Loan Indebtedness are collectively referred to as the “**Indebtedness**”.
42. As at September 2, 2022, the amount owing under the 2018 Loan Agreement is \$34,112,888.34, and interest continues to accrue thereon at the rate of \$16,553.16 per day subject to the interest provisions of the 2018 Loan Agreement.
43. As at September 2, 2022, the amount owing under the 2020 Loan Agreement is \$37,694,517.73, and interest continues to accrue thereon at the rate of \$18,546.47 per day subject to the interest provisions of the 2020 Loan Agreement.
44. The amount secured by the Mortgages and the General Security Agreements are payable on demand. The Petitioner has demanded payment of the balance secured by the foregoing agreements in accordance with the terms thereof and accordingly the full balance of principal, interest and other charges is now due and payable thereunder.

#### Defaults, Demands, and Forbearance

45. The Debtors are currently in breach of certain of their covenants contained in the Loan Agreements, including by failing to pay to PLW the amounts owing thereunder when they came due.
46. By letters dated February 15, 2022 enclosing Notices of Intention to Enforce Security (where applicable), PLW made demand on each of the Debtors for payment of that part of the Indebtedness for which they are liable.
47. The Debtors are in further default under the covenants in the Loan Agreements by failing to make payments to the applicable strata corporations as and when they came due:

- (a) on June 9, 2022, the Owners, Strata Plan EPS 4590 demanded from 125, as the legal owner of the Strata Lots, payment of certain outstanding charges in respect of the Strata Lots, which charges totalled, as of the date of demand, \$133,856.89;
- (b) in relation to the foregoing, the Owners, Strata Plan EPS 4590 have made registrations against the Strata Lots and the Amy Strata Lots; and
- (c) on May 4, 2022, the Owners, Strata Plan LMS3057 made a registration against the Linda Lands with respect to what appear to be unpaid charges related to the Linda Lands.

#### Third Party LTO Registrations

48. 35 Park Parking Inc. is joined as the holder of:

- (a) an Option to Lease registered against the Amy Strata Lots under number CA7614154 which ranks subsequent to the 2018 KingSett Strata Mortgage and in priority to the 2019 KingSett Strata Mortgage; and
- (b) an Option to Lease registered against the Strata Lots under number CA7614154 which ranks subsequent to the 2018 KingSett Strata Mortgage and in priority to the 2019 KingSett Strata Mortgage.

#### Third Party PPR Registrations

49. Earlston Mortgage Corp. is joined as the holder of a registration made at the BC PPR against Chongye and Amy under base registration number 810797M charging all present and after acquired property of Amy and Chongye, which registration ranks subsequent to the Petitioner's registration charging such collateral.

### **Part 3: LEGAL BASIS**

1. The Petitioner will rely on Rule 21-7 of the *Supreme Court Civil Rules*.

### **Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Peter Pu sworn September 14, 2022.

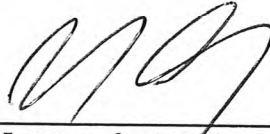


~~The Petitioner estimates that the application will take 5 minutes.~~

~~September 15, 2022~~

~~February 1, 2024~~

Dated: November 14, 2024

For: 

\_\_\_\_\_  
Signature of Lawyer for Petitioner  
Kibben Jackson

***To be completed by the court only:***

Order made

☐ in the terms requested in paragraphs ..... of Part 1 of  
this Petition

☐ with the following variations and additional terms:

.....  
.....  
.....  
.....

Date:

.....

Signature of ☐ Judge ☐ Master

Schedule "A"

Lands and Ownership

**Capilano Lands**

- PID: 010-577-441  
Lot 9 Block 19 Capilano Estates Plan 7525

**Amy Strata Lots**

- PID: 030-880-548  
Strata Lot 163 Block 839 District Lot 526 Group 1 New Westminster District Strata Plan EPS4950
- PID: 030-879-515  
Strata Lot 60 Block 839 District Lot 526 Group 1 New Westminster District Strata Plan EPS4950

The Capilano Lands and the Amy Strata Lots are collectively referred to as the "**Amy Lands**".

**Amy Atrium Lands**

- PID: 008-116-059  
Lot 11 Block 740 District Lot 526 Plan 6539

**Belmont Lands**

- PID: 010-858-296  
Lot 2 Block 1 District Lot 140 Plan 6583
- PID: 010-858-300  
Lot 3 Block 1 District Lot 140 Plan 6583
- PID: 010-858-288  
Lot 1, except part in explanatory plan 3376 Block 1 District Lot 140 Plan 6583

**Cambie Street Lands**

- PID: 010-871-438  
Lot 10 Block 720 District Lot 526 Plan 6539  
(the "**4361 Cambie Street Lands**")
- PID: 010-871-471  
Lot 11 Block 720 District Lot 526 Plan 6539  
(the "**4387 Cambie Street Lands**" and, together with the 4361 Cambie Street Lands, the "**Cambie Street Lands**")

### **Strata Lots**

- PID: 030-880-033  
Strata Lot 112 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-084  
Strata Lot 117 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-879-451  
Strata Lot 54 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-076  
Strata Lot 116 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-122  
Strata Lot 121 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-645  
Strata Lot 173 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-879-469  
Strata Lot 55 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-114  
Strata Lot 120 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-696  
Strata Lot 178 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-068  
Strata Lot 115 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950
- PID: 030-880-700  
Strata Lot 179 Block 839 District Lot 526 Group 1 NWD STRATA PLAN EPS4950

### **Edison Lands**

- PID: 009-467-904  
Lot 8 Block 700 District Lot 526 Plan 6539

### **Linda Lands**

- PID: 024-010-499  
Strata Lot 69 of the Public Harbour of Burrard Inlet NWD Strata Plan LMS3057

**West 3rd Lands**

- PID: 013-255-495  
Lot 9 of Lot 3 Block 138 District Lot 540 Plan 2992



Schedule "B"

Security Documents

1. 2018 Washington Mortgage.
2. 2019 Belmont Mortgage.
3. 2018 Laurentian Strata Mortgage.
4. 2019 KingSett Strata Mortgage.
5. 2018 KingSett Strata Mortgage.
6. 2020 Amy Mortgage.
7. 2020 Capilano Mortgage.
8. Linda Mortgage.
9. February 2020 Strata Mortgage.
10. 2020 Strata Mortgage Modification.
11. 2021 West 3<sup>rd</sup> Mortgage.
12. Edison and Amy Atrium Mortgage.
13. 2018 Properties (PG) Beneficial Mortgage.
14. 2019 Properties (PG) Beneficial Mortgage.
15. Mortgage of Lot 10 Aria Pacific Mortgage
16. Mortgage of Lot 11 Aria Pacific Mortgage
17. 2018 Washington GSA.
18. 2019 Washington GSA.
19. Environmental Agreement and Indemnity dated December 20, 2018 granted by 5332, 5334, 5336, Chongye, Properties (PG) and Amy in favour of PLW.
20. Environmental Agreement and Indemnity dated July 26, 2019 granted by 5332, 5334, 5336, Properties (PG), Amy, Properties (QEP), Prarda, 109, Lucky Five, as borrowers, and Edison as guarantor, in favour of PLW.
21. Guarantee and Postponement of Claims dated December 20, 2018 granted by Edison in favour of PLW for an unlimited amount (the "**2018 Edison Guarantee**").
22. Limited Guarantee and Postponement of Claims dated July 26, 2019 granted by Linda in favour of PLW for an amount limited to \$8,000,000 (the "**2019 Linda Guarantee**").