



This is the 1st affidavit
of Miriam Dominguez in this case
and was made on 25 / APR / 2023

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.

RESPONDENTS

AFFIDAVIT

I, **MIRIAM DOMINGUEZ**, of 250 Howe Street, 20th Floor, Vancouver, BC, Paralegal, SWEAR (OR AFFIRM) THAT:

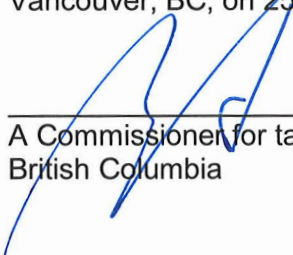
1. I am employed by the law firm of Dentons Canada LLP, solicitors for Alvarez & Marsal Canada Inc., in its capacity as court appointed receiver and manager (the "**Receiver**"), and as such have personal knowledge of the matters herein deposed to, except those facts which I say are based upon information and belief and as to those facts I truly believe them to be true.
2. Now shown to me and attached hereto as **Exhibit "A"** is a copy of an offer to purchase the property that is located at 835 Eyremount Drive, West Vancouver, BC, for the sum of \$8,100,000 (the "**Purchase Agreement**"), including Schedule A thereto.
3. Now shown to me and attached hereto as **Exhibit "B"** are copies of the following documents executed by the Buyers and Ms. Washington in respect of the Purchase Agreement:
 - (a) an amendment to the Purchase Agreement dated March 31, 2023;

- (b) a further addendum/amendment to the Purchase Agreement dated April 1, 2023;
- (c) a further addendum/amendment to the Purchase Agreement dated April 7, 2023;
- (d) a further addendum/amendment to the Purchase Agreement dated April 11, 2023;
and
- (e) a removal of "subject to clause" in respect of the Purchase Agreement dated April 11, 2023.

4. Now shown to me and attached hereto as **Exhibit "C"** is a copy of the marketing history report prepared by Malcolm Hasman of Angell Hasman & Associates.

5. Now shown to me and attached hereto as **Exhibit "D"** is a copy of the Multiple Listing Contract in respect of the subject property, executed by Amy Barsha Washington and Angell Hasmann & Associates (Malcolm Hasman) Realty Ltd.

SWORN (OR AFFIRMED) BEFORE ME at
Vancouver, BC, on 25/04/2023.



A Commissioner for taking Affidavits within
British Columbia



MIRIAM DOMINGUEZ

JORDAN D. SCHULTZ
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
Telephone (604) 687-4460

This is **Exhibit "A"** referred to in the affidavit of
Miriam Dominguez sworn before me at
Vancouver, BC this 25th day of April, 2023



A Commissioner for taking Affidavits
For British Columbia



BCREA
BRITISH COLUMBIA REAL ESTATE ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: eXp Realty DATE: March 28 2023
 ADDRESS: #1500 - 701 West Georgia Street Vancouver BC V7Y1G5 PHONE: (833) 817-6506
 PREPARED BY: Alfie Yang PREC* MLS® NO: R2747579

BUYER: Charles Cao Yang Jiang SELLER: Amy Barsha Washington
 BUYER: Susanna Yuanyuan Fan SELLER: _____
 BUYER: _____ SELLER: _____
 ADDRESS: CO AGENT BUYER OFFICE ADDRESS: 835 Eyremount Drive, West Vancouver
#701-1500 W Georgia Street, Vancouver
 PC: V7Y 1G5 PC: V7S 2A8

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

835 EYREMOUNT DRIVE
 UNIT NO. ADDRESS OF PROPERTY
West Vancouver V7S 2A8
 CITY/TOWN/MUNICIPALITY POSTAL CODE
010-577-441
 PID OTHER PID(S)

LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The Purchase Price of the Property will be \$ 8,100,000.00
Eight Million One Hundred Thousand
 _____ DOLLARS (Purchase Price)
 and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ 20,625.00

 (Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

- DEPOSIT:** A deposit of \$ 480,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
 To be paid by way of bank draft 48 business hours within removal of all subjects.

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All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

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BUYER'S INITIALS

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SELLER'S INITIALS

835 EYREMOUNT DRIVE West Vancouver BC V7S 2A8 PAGE 2 of 8 PAGES
PROPERTY ADDRESS

except as otherwise set out in this Section 2 and will be delivered in trust to eXp Realty "In Trust"

_____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

- A. the Conveyancer is a Lawyer or Notary;
- B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

PROPERTY INSPECTION:

SUBJECT TO the Buyers, on or before April 5, 2023, obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer and must be unilaterally waived by the same.

FINANCING:

SUBJECT TO the Buyers, on or before April 5, 2023, receiving financing on the said property. The Buyer will need his/her bank upon 24 hour notice access to the property to allow appraisers into the house.

TITLE:

SUBJECT TO the Buyers, on or before April 5, 2023, searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. This is for the sole benefit of the Buyer.

SUBJECT TO the Seller's lawyer approving the Contract of Purchase and Sale and providing the Seller, Angell Hasman & Associates (Malcolm Hasman) Realty Ltd and the Buyers confirmation that the Seller will be able to provide clear title on the completion date and that PLW Investments Ltd will discharge their CPL and related mortgages and authorize all real estate commissions can be paid from the sale proceeds. This subject conditions is for the sole benefit of the Seller. Should this Subject condition not be removed by 5pm, April 3, 2023 this contract will be terminated and deemed null and void.

The Buyer has read, approved and signed the property disclosure statement dated _____ with respect to the information that reasonably may adversely affect the use or value of the property. The property disclosure statement will form part of this contract.

PROPERTY USE:

The Seller represents and warrants that, during the time the Seller has owned the property, the property and the buildings and structures thereon have not been used for the growth of marijuana or manufacture of any illegal substances. This representation and warranty shall survive and not merge on the completion of this transaction. Further, the Seller represents that, to the best of the Seller's knowledge and belief, the property and the buildings and structures thereon have never been used for the growth of marijuana or manufacture of illegal substances.

PROPERTY TRANSFER TAX:

The Buyer is aware of the provincial Property Transfer Tax of:

1. 1% of the Purchase Price on the first \$200,000;
2. 2% of the Purchase Price that exceeds \$200,000 but does not exceed \$2,000,000;
3. 3% of the Purchase Price that exceeds \$2,000,000 but does not exceed \$3,000,000;
4. 5% of the Purchase Price that exceeds \$3,000,000.

SPECULATION TAX AND VACANCY TAX:

The Seller represents and warrants that the property is not subject to any Speculation Tax or Vacancy Tax and that no Tax Notice has been issued declaring the property subject to any Speculation Tax or Vacancy Tax. The Seller agrees that they are solely liable for any Speculation Tax or Vacancy Tax that is or might be charged or assessed against them or the property, and all necessary declarations arising from the Seller's period of ownership of the property. The Seller(s) further agrees to indemnify, and save harmless the Buyer(s) from any and all liability, manner of actions, whether actual or threatened, cause of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims, and demands arising out of or in relation to any Speculation Tax or Vacancy Tax brought or made by the Provincial Government and arising from the Seller's period of ownership of the property. The Seller will provide receipt of all applicable filed Speculation Tax and Vacancy Tax declarations, including proof of payment, to the Buyer's lawyer at least two weeks prior to the Completion date.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

835 EYREMOUNT DRIVE

West Vancouver

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PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

PROPERTY VISITS:

The Seller will allow access with reasonable notice to the Buyer three (3) more visits (over and above those for access to satisfy these conditions) prior to the Completion Date.

KEYS:

The Seller(s) will provide at least two (2) sets of keys, two (2) sets of garage door openers to the property and two (2) sets of mailbox keys.

MEASUREMENTS:

The Buyer is aware that all measurements are approximate and must be verified for accuracy.

GOOD WORKING ORDER OF APPLIANCES:

The Seller represents and warrants that all fixtures, all appliances, all water, electronic, mechanical and heating systems, all kitchen and bathroom plumbing components, included in the purchase of this property, the buildings and structures thereon will be in good working order as of the Possession Date.

OIL TANK:

The Seller represents and warrants there is no existing/abandoned oil tank(s) on the property and agrees that should an oil tank(s) be discovered on the property be discovered on the property, the Seller, at the Seller's cost, will have the tank drained and removed in accordance with the local municipal bylaws and firewood. This will include restoring the property and remediation of any soil that has been contaminated as a result of the oil tank leaking. The work is to be done by a qualified company specializing in oil tank decommissioning. A copy of the receipt and the certificate for this shall be given to the Buyer. This warranty shall survive and not merge on the completion of this transaction.

CLEAN PREMISES:

The Seller agrees to have the property, the buildings and structures thereon professionally cleaned prior to the Possession Date, including but not limited to: the appliances (inside and outside), cupboards, utility room, storage areas, garage, etc. The Seller agrees to steam clean all carpets (if applicable), and to have the exterior of the building power-washed, including but not limited to the patios and balconies, and to have the roof and gutters cleaned. The Seller agrees to patch, paint and repair any damage or holes on the walls or floors as a result of artwork, furniture or serving which has been removed on or before the Possession Date. The Seller represents and warrants that there is/are no stains or damage to any flooring which is /are under furniture or chattels and that there is no damage to any walls behind any wall coverings, wall hangings or window coverings. The Seller agrees to have the property, the buildings and structures thereon free and clear of any and all debris, garbage and rubbish as of the Possession Date.

GST:

Any GST applicable on the sale of this home will be paid for by the Seller.

The Seller agrees to pay the selling agent a commission of 3.22% on the 1st \$100,000 % 1.15% on the balance of the purchase price + \$100,000.

LEGAL ADVICE:

Both the Buyer and the Seller acknowledge that the brokerages providing agency services to the Buyer and Seller do not provide legal or other expert advice in matters beyond the common standard of care in the real estate industry. The parties have been advised to seek independent legal advice prior to executing this Contract of Purchase and Sale.

INFORMATION:

The Buyer understands that neither the listing agent or selling agent and their representatives warrant or guarantee information on the Property received from the Seller. The Buyers are urged to carefully read these documents and to confer with professional advisers of their choice. Additional information can be requested from the Seller or from an independent source.

Upon a firm sale of the property, the Seller will permit the Buyer's agent to place a sold signage at the front of the property.

In accordance to section 5-10 of the council rules, both the Buyer and Seller acknowledge that the Buyer has a designated agency relationship with the following agents working as a team:

Alfie Yang PREC*
Nabeel Gilani
Brian Lane

Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

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PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on May 25, yr. 2023
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 o'clock _____ p.m. on May 26, yr. 2023 (Possession Date) or, subject to the following existing tenancies, if any:
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of May 26, yr. 2023 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
- All appliances, all fridges, all stoves, all washers, all dryers, all dishwashers, all microwaves, all bar fridges, all projectors and projector screens, all built-in sound systems, all built-in security systems, all blinds and window coverings, all lighting fixtures (indoor & outdoor), all built-in cabinetry and shelving, all vacuums built in, all wine coolers, all bathroom mirrors, all hot tubs, all fireplace inserts, a minimum of two (2) sets of keys, all garage door openers and/or fobs, all
- BUT EXCLUDING:** _____
8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on March 24, yr. 2023
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.
- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the

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BUYER'S INITIALS

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SELLER'S INITIALS

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transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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BUYER'S INITIALS

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SELLER'S INITIALS

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- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 26(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Malcom Hasman/Jack Z Liu PREC*
DESIGNATED AGENT(S)

who is/are licensed in relation to Angell Hasman & Associates Realty Ltd
BROKERAGE

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with Alfie Yang PREC*/Nabeel Gilani
DESIGNATED AGENT(S)

who is/are licensed in relation to eXp Realty
BROKERAGE

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____
DESIGNATED AGENT(S)

who is/are licensed in relation to _____
BROKERAGE
having signed a dual agency agreement with such Designated Agent(s) dated _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSA form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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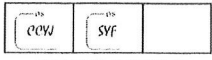

BUYER'S INITIALS

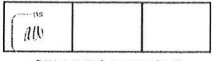

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SELLER'S INITIALS

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PROPERTY ADDRESS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

 
BUYER'S INITIALS

 
SELLER'S INITIALS

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

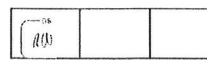

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

23. DISCLOSURE OF BUYER'S RESCISSION RIGHT The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:



- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
 - (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.



The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

 
BUYER'S INITIALS

 
SELLER'S INITIALS

24. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

 
BUYER'S INITIALS

 
SELLER'S INITIALS

835 EYREMOUNT DRIVE West Vancouver BC V7S 2A8 PAGE 8 of 8 PAGES
PROPERTY ADDRESS

25. **OFFER:** This offer, or counter-offer, will be open for acceptance until 8 o'clock p.m. on March 28, yr. 2023 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES	<input type="checkbox"/> CCW <input type="checkbox"/> SYF <input type="checkbox"/>	INITIALS	NO	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	INITIALS
DocuSigned by:			DocuSigned by:		
<u>Charles Cao Yang Jiang</u>		SEAL	<u>Susanna Yuanyuan Fan</u>		SEAL
BUYER 7380CFECPA13417...			BUYER 9D4FE82D71F645D		
<u>Charles Cao Yang Jiang</u>			<u>Susanna Yuanyuan Fan</u>		
PRINT NAME			PRINT NAME		
WITNESS			WITNESS		

26. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion. Seller's acceptance is dated 3/28/2023, yr.

The Seller declares their residency:

RESIDENT OF CANADA	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	INITIALS	NON-RESIDENT OF CANADA	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	INITIALS	as defined under the <i>Income Tax Act</i> .
DocuSigned by:			DocuSigned by:			
<u>Amy Barsha Washington</u>		SEAL	<u></u>		SEAL	SEAL
SELLER D701F25C371744C			SELLER			
<u>Amy Barsha Washington</u>			<u></u>			
PRINT NAME			PRINT NAME			
WITNESS			WITNESS			

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Buyer is entitled to exercise the Rescission Right, the Seller's mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: _____
Address: _____
Email: Malco1mhasman@gmail.com Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the Home Buyer Rescission Period Regulation.

The date of acceptance of this contract is 28/March/2023 (the "Final Acceptance Date") and, if applicable, the date by which the Buyer must exercise the Rescission Right, is 31/March/2023

*PREC represents Personal Real Estate Corporation

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BC2057 REV. JAN 2023

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**PLW Investment Ltd. v. 1025332 B.C. Ltd. et al;
SCBC Vancouver Registry No. H220369**

**SCHEDULE "A"
(Court Approved Sale)**

DATE: April 25, 2023

The following terms replace, modify, and where applicable override the terms of the attached contract of purchase and sale (the "**Contract**"). Where a conflict arises between the terms of this Schedule and the Contract, the terms of this Schedule will apply.

1. The vesting order will describe the Buyer exactly as the Buyer appears at the upper left on the first page of the Contract, so the Buyer as described at the upper left on the first page of the Contract will appear as the owner of the Property after completion of the sale. The Seller will not be bound by any term in the Contract describing the Buyer otherwise, or allowing the Buyer to complete the sale with a different name.
2. All references to the "**Seller**" in the Contract and in this Schedule will, subject to Sections 3 and 4 of this Schedule, be read as references to Alvarez & Marsal Canada Inc., in its capacity as court appointed receiver and manager (the "**Receiver**"), the party having conduct of sale of the Property (as defined below) pursuant to a Receivership Order, granted on October 27, 2022 and amended November 7, 2022 (the "**Receivership Order**"), by the Supreme Court of British Columbia in proceedings commenced in the Vancouver Registry, Proceeding No. H220369 (the "**Proceedings**").
3. Notwithstanding Section 2 of this Schedule, if the Receiver is discharged as receiver on or before the Closing Date, or if the Receivership Order is stayed at the time of the Closing Date, then all references to the "**Seller**" shall remain a reference to "Amy Barsha Washington" (the "**Original Seller**"), as described in the upper right on the first page of the Contract.
4. Notwithstanding Section 2 of this Schedule, the Buyers acknowledge and agree that the Receiver is not liable to complete or perform any repairs of deficiencies identified in the Contract of Purchase and Sale Addendum / Amendment dated April 7, 2023 (the "**Deficiency Amendment**"), and that the obligation to complete any and all such repairs remains an obligation of the Original Seller. The Receiver acknowledges and agrees that the Buyers are entitled to withhold up to \$20,000 from the Total Purchase Price should the necessary repairs not be completed by the Completion Date.
5. All references to the "**Property**" in the Contract and in this Addendum A will be read as references to:

Lot 9, Block 19, Plan VAP7525, District Lot CE, Group 1, New Westminster Land District
PID: 010-577-441
6. **Clause 3** (Terms and Conditions) of the Contract is deleted and replaced by the following:
 - (a) Schedule A to this contract of purchase and sale is included and forms a part of this contract;

- 2 -

- (b) This contract of purchase and sale is subject to court approval. This condition is for the sole benefit of the Seller;
- (c) This contract of purchase and sale is subject to the Buyer delivering to the Seller, on or before the Completion Date:
 - (i) a statutory declaration, made by each Buyer, stating that such Buyer is not a "non-Canadian" as defined in the *Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10, s. 235 (the "**PSPNCA**"), or that the purchase of the Property by the Buyers is otherwise exempt from Section 4 of the PSPNCA; and
 - (ii) a statutory declaration, made by each of the Seller's agents and the Buyers' agents, stating that the commission paid to the Seller's agents and the Buyers' agents in connection with the sale of the Property will not be paid to or shared with, in whole or in part, the Original Seller.

This condition is for the sole benefit of the Seller; and

- (d) Each condition, if so indicated, is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefitting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the Real Estate Services Act.
7. The Deficiency Amendment is amended by deleting the phrase "THIS CONDITION IS FOR THE SOLE BENEFIT OF THE BUYER AND MUST BE UNILATERALLY WAIVED BY SAME." from the penultimate paragraph thereof.
8. The following is added to **Clause 5 (Possession)** of the Contract:
- If the Property is occupied by anyone, then the Seller, while still required to deliver vacant possession to the Buyer, may wait to deliver vacant possession until after conclusion of the Seller's enforcement of a court order for vacant possession. The Buyer acknowledges that if vacant possession is unavailable on the Possession Date, then the Buyer must complete the purchase of the Property in any event in accordance with the terms of this Contract and allow the Seller a reasonable period of time thereafter to deliver vacant possession through writ of possession or such other lawful enforcement means as the Seller considers advisable. In such event the Buyer agrees that the Seller shall not be liable to the Buyer for any losses or damages arising or related in any way to the Seller's failure to deliver vacant possession to the Buyer on the Possession Date.
9. **Clause 7 (Included Items)** of the Contract is deleted and replaced by the following:
- (a) The assets to be purchased under this contract do not include any personal property or chattels, other than the personal property of the Original Seller that is located at, related to or derived from the Property;
 - (b) The Property is being purchased "as is - where is" as of the Possession Date; and

- 3 -

- (c) The Buyer acknowledges that although home warranty insurance coverage may be required under the provisions of the *BC Homeowner Protection Act* in respect of the Property, the Seller shall have no obligation to arrange such coverage. The Buyer accepts and assumes the obligation to acquire such insurance coverage in the event it is required. If the Property is a "new home" (as defined in the *BC Homeowner Protection Act*) then the Buyer will provide the Homeowner Protection Office (the "HPO"), prior to approval of this offer by the Court, with evidence satisfactory to the HPO that the Buyer or the Buyer's residential builder has arranged or will arrange coverage for the Property by home warranty insurance provided by a home warranty provider. The Seller's obligation to complete a sale of the Property to the Buyer is conditional on the Buyer complying with the foregoing. The Seller shall have no further obligations or liability to the Buyer under the Contract or otherwise in respect of *BC Homeowner Protection Act* or arising from any omission to acquire home warranty insurance coverage and the Buyer exclusively accepts and assumes all risks of loss or damage arising from any omission to acquire home warranty insurance coverage.

10. **Clause 8** (Viewed) is deleted and replaced by the following:

The Property is being purchased "as is - where is" as of the Possession Date, and without limitation to the foregoing, without any representation or warranty as to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as to the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including subdivision agreement and easements. The Seller makes no representation or warranty that any personal property located at, related to or derived from the Property is owned by the Original Seller.

11. **Clause 9** (Title) of the Contract is deleted and replaced by the following:

Title: Free and clear of all encumbrances of the parties to the Proceedings, in accordance with a vesting order to be made in the Proceedings except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant or contained in any other grant or disposition from the Crown registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.

12. ~~**Clause 10** (Tender) of the Contract is deleted and replaced by the following:~~

~~Tender or payment of monies by the Buyer to the Seller will be by certified cheque or bank draft.~~

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13. **Clause 12** (Time) of the Contract is deleted and replaced by the following:

Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may at the Seller's option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Seller on account of damages without prejudice to the Seller's other remedies.

- 4 -



14. No property condition disclosure statement concerning the Property forms part of the Contract whether or not such a statement is attached to it.
15. **Clause 24 (Acceptance)** of the Contract is deleted and replaced by the following:

The acceptance of this offer by the Seller is pursuant to a Receivership Order in respect of the Property and not as owner of the Property. The acceptance of this offer by the Seller is subject to the approval of the Supreme Court of British Columbia ("Court") and will become effective from the time an order is made approving this offer. The Seller hereby advises the Buyer that the Seller's obligations in connection with this offer, until it is approved by the Court are limited to putting this offer before the Court. Thereafter, the Seller is subject to the jurisdiction and discretion of the Court to entertain other offers and to any further orders the Court may make regarding the Property. Given the Seller's position and the Seller's relationship to other parties in the Proceedings, the Seller may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. The Seller gives no undertaking to advocate the acceptance of this offer. In that regard, the Buyer must make its own arrangements to support this offer in court. The Buyer also acknowledges and agrees that the normal and expected practice of the Court on an application for an Order approving a sale, when faced with more than one bid, is to direct all bidders (including the original bidder) to then each submit one final bid in a judicial sealed bid auction. The Buyer further acknowledges that the Court has jurisdiction to deviate from the normal and expected practice when faced with more than one bid and all bidders (including the original bidder) are subject to the direction of the Court with respect to any other method for submitting and considering bids which may be directed by the Court from time to time. The Buyer further acknowledges and agrees that such a sealed bid auction (or any other practice as may be directed by the Court from time to time if deviating from the normal and expected practice) may well result on an application to Court for an Order approving this offer.

16. The Seller is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Lands by the registered owner of the Lands or their tenants, guests, assigns, agents or by persons unknown.
- ~~17. The Seller makes no representations as to residency of the registered owner(s) of the Property and will make no representations or declarations at closing. The Buyer represents and agrees that: (i) it has made its own reasonable inquiries as to the residency of the registered owner(s); (ii) it has no reason to believe the registered owner(s) is/are not resident in Canada; and (iii) it will pay the Seller the adjusted full purchase price owing on completion of the sale under the Contract without holdback under s.116 of the *Income Tax Act* or related sections.~~
18. The Buyer acknowledges and agrees that time will be of the essence hereof, and unless the balance of the cash payment is paid and such format agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the seller may at its option either terminate or reaffirm this Contract, and in either event the amount paid by the Buyer, including without limitation the deposit, will be absolutely forfeited to the Seller on account of damages, and not in substitution therefore, without prejudice to the Seller's other remedies.

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- 5 -

~~19. The Seller may, at its sole discretion, extend the Completion Date by up to ten days.~~  

BUYERS:

Witness

DocuSigned by:

Charles Cao Yang Jiang

7380CFECFA13417...

CHARLES CAO YANG JIANG

DocuSigned by:

Susanna Yuanyuan Fan

9D4FE82D71F646D...

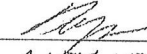
SUSANNA YUANYUAN FAN

SELLER:


ALVAREZ & MARSAL CANADA INC., solely in its capacity as court appointed receiver and manager, and not in its personal capacity

Witness

Per:


ANTHONY Y TILLMAN

This is **Exhibit "B"** referred to in the affidavit of
Miriam Dominguez sworn before me at
Vancouver, BC this 25th day of April, 2023



A Commissioner for taking Affidavits
For British Columbia

This is an Amendment to the Contract of Purchase and Sale dated March 28, 2023 (the "**Contract**") among Charles Cao Yang Jiang and Susanna Yuanyuan Fan (collectively the "**Buyer**") and Amy Barsha Washington (the "**Seller**") in respect of the purchase and sale of 835 Eyremount Drive, West Vancouver, B.C. legally described as PID 010-577-441 Lot 9, Block 19, Plan VAP7525, District Lot CE, Group 1, New Westminster Land District (the "**Property**")

In consideration of one dollar (\$1.00) and other good and valuable consideration now paid by each of the parties hereto to the other, the receipt and sufficiency thereof is hereby acknowledged, the Purchaser and the Seller hereby agree to the following:

1. The subject term under the heading Title in Section 3 of the Contract stating the following:

"SUBJECT TO the Seller's lawyer approving the Contract of Purchase and Sale and providing the Seller, Angell Hasman & Associates (Malcolm Hasman) Realty Ltd and the Buyers confirmation that the Seller will be able to provide clear title on the completion date and that PLW Investments Ltd will discharge their CPL and related mortgages and authorize all real estate commissions can be paid from the sale proceeds. This subject conditions is for the sole benefit of the Seller. Should this Subject condition not be removed by 5pm, April 3, 2023 this contract will be terminated and deemed null and void."

is hereby deleted in its entirety and replaced with the following:

"Subject to the Seller obtaining on or before ~~May 4, 2023~~, an order of the Supreme Court of British Columbia approving the sale of the Property on the terms and conditions of this Contract of Purchase and Sale allowing for the vesting of the Property in the Purchaser free and clear of all financial charges and claims of pending litigation, or on or before ~~May 4, 2023~~, the Seller confirming to the Purchaser that it has made all necessary arrangements to clear title to the Property of financial encumbrances of any party claiming by, through or under the Seller to allow for completion of the sale of the Property in accordance with the terms hereof. This subject clause is for the sole benefit of the Seller and may be waived by her in her sole and absolute discretion and if this subject clause is not satisfied or waived by the Seller on or before ~~May 4, 2023~~, this contract will be terminated and of no further force and effect." ~~If this subject clause is not satisfied or waived on or before May 4, 2023, the deposit will be returned to the Buyer and the contract will be terminated, and of no further force and effect.~~

2. Except as expressly amended hereby, the Contract remains in full force and effect, unamended and time remains of the essence.

3/31/2023

Dated this ____ of ____, 2023

Seller:

Amy Barsha Washington

Witness

Buyer:

Charles Cao Yang Jiang

Susanna Yuanyuan Fan

Witness

Witness



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 1 PAGES

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: R2747579DATE: April 01 2023RE: ADDRESS: 835 EYREMOUNT DRIVEWest VancouverBC V7S 2A8LEGAL DESCRIPTION: LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICTPID: 010-577-441

OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE

DATED March 28 2023 MADE BETWEEN Charles Cao Yang JiangSusanna Yuanyuan FanAmy Barsha Washington

AS BUYER(S), AND

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

This addendum is not intended to be a counter-offer or a repudiation of the contract. Unilateral execution of this addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have any effect on the original contract. This proposed addendum will be effective if and when this addendum is executed by both parties.

The Buyer and the Seller agree to change the subject removal date from April 5, 2023 to April 11, 2023.

All other terms and conditions remain the same.

[Signature]
BUYER
Charles Cao Yang Jiang
PRINT NAME

SEAL

[Signature]
BUYER
Susanna Yuanyuan Fan
PRINT NAME

SEAL

BUYER
PRINT NAME

SEAL

WITNESS

WITNESS

WITNESS

DocuSigned by:
Amy Barsha Washington
SELLER
D701F26C371744C...
Amy Barsha Washington
PRINT NAME

SEAL

SELLER
PRINT NAME

SEAL

SELLER
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BC 2005 REV JAN 2023

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BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: R2747579DATE: April 07 2023RE: ADDRESS: 835 EYREMOUNT DRIVE West Vancouver BC V7S 2A8LEGAL DESCRIPTION: LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICTPID: 010-577-441

OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE

DATED March 28 2023 MADE BETWEEN Charles Cao Yang JiangSusanna Yuanyuan Fan

AS BUYER(S), AND

Amy Barsha Washington

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

THIS ADDENDUM IS NOT INTENDED TO BE A COUNTER-OFFER OR A REPUDIATION OF THE CONTRACT. UNILATERAL EXECUTION OF THIS ADDENDUM BY EITHER PARTY HERETO SHALL NOT CONSTITUTE A COUNTER-OFFER AND SHALL NOT, UNTIL EXECUTED BY ALL PARTIES, HAVE ANY EFFECT ON THE ORIGINAL CONTRACT. THIS PROPOSED ADDENDUM WILL BE EFFECTIVE IF AND WHEN THIS ADDENDUM IS EXECUTED BY BOTH PARTIES.

THE BUYERS HAVE FOUND SOME DEFICIENCIES DURING INSPECTION. THE SELLERS AGREE TO ADDRESS AND FIX THESE ITEMS BEFORE COMPLETION. THE SELLERS WILL PROVIDE REASONABLE EVIDENCE AND INVOICES TO MAKE SURE ITEMS HAVE BEEN SCHEDULED FOR REPAIR AND OR REPAIRED. ALL WORK WILL BE COMPLETED BY A LICENSED PROFESSIONAL OR HANDYMAN.

1) THE AIR CONDITIONING SYSTEM DID NOT RESPOND TO THE THERMOSTAT CALL FOR "COOL" AT THE TIME OF INSPECTION. THE SELLER WILL HIRE A LICENSED HVAC CONTRACTOR TO CONDUCT AN EVALUATION AND PERFORM ANY NECESSARY WORK TO FIX THE AIR CONDITIONING IN THE HOME.

2) ALL THE GAS FIREPLACES INSIDE OF THE HOUSE (INCLUDE THE ONE IN THE OUTSIDE) DID NOT RESPOND TO THE CONTROLS AT TIME OF INSPECTION. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO CONDUCT AN EVALUATION AND PERFORM ANY NECESSARY WORK TO ENSURE ALL FIREPLACES ARE WORKING IN THE HOME.

3) THE TWO INFRARED ELECTRIC HEATER INSTALLED ON THE BACKYARD CANOPY CEILING CANNOT BE TURNED ON AT THE TIME OF INSPECTION. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO CONDUCT AN EVALUATION AND PERFORM ANY NECESSARY WORK TO ENSURE THE HEATERS ARE WORKING.

4) THE RADIANT PIPES IN THE BASEMENT EAST WING BEDROOM/GYM/HALLWAY AND TOP FLOOR MASTER BEDROOM WALK IN CLOSET FLOOR AREA ARE NOT CLEARLY IN THE THERMAL IMAGING. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO CONDUCT AN EVALUATION ON THE BOILER AND PERFORM ANY NECESSARY WORK TO ENSURE THE RADIANT HEAT IS WORKING IN ALL AREAS OF THE HOME.

5) SOME JETS IN THE SHOWER STALL AT THE TOP FLOOR MASTER BEDROOM ENSUITE HAS NO WATER COMING OUT AND THE JETS HAS INADEQUATE WATER FLOW. THE SHOWER HAD CONNECTION IS ALSO LEAKING. THE SELLER WILL HIRE A LICENSED PROFESSIONAL.

~~6) THE INSTANT HOT WATER DISPENSER INSTALLED ON THE MAIN FLOOR OPEN KITCHEN SINK HAS NO HOT WATER COMING OUT. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO FIX.~~

7) THE WEST WING MAIN FLOOR MASTER BEDROOM ENSUITE SOAK TUB DIVERTER VALVE WAS INOPERABLE AND NEEDS TO BE FIXED BY QUALIFIED PLUMBER (THE DIVERTER IS THE VALVE WHICH DIVERTS WATER FROM THE TUB FAUCET TO THE SHOWER HEAD). THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO FIX.

DocuSigned by:

Charles Cao Yang Jiang

7380CF6FA13417

BUYER

Charles Cao Yang Jiang

PRINT NAME

DocuSigned by:

Susanna Yuanyuan Fan

5D4E582D71E845D

BUYER

Susanna Yuanyuan Fan

PRINT NAME

WITNESS

WITNESS

BUYER

PRINT NAME

WITNESS

DocuSigned by:

Amy Barsha Washington

0731F25C371744C

SELLER

Amy Barsha Washington

PRINT NAME

SELLER

PRINT NAME

SELLER

PRINT NAME

WITNESS

WITNESS

WITNESS

BC2005 REV. JAN 2023

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BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: R2747579 DATE: April 07 2023
 RE: ADDRESS: 835 EYREMOUNT DRIVE West Vancouver BC V7S 2A8
 LEGAL DESCRIPTION: LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT
 PID: 010-577-441 OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED March 28 2023 MADE BETWEEN Charles Cao Yang Jiang

Susanna Yuanyuan Fan

AS BUYER(S), AND

Amy Barsha Washington

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

- 8) A TURNS OF THE GUTTER IN THE FRONT ABOVE THE PORCH HAS CRIMPED THAT NEEDS TO BE FIXED. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO FIX.
- 9) COLLECTED WATER NOTED ON THE EAST FACING GUTTER (VIEWED FROM THE TOP FLOOR BEDROOM WINDOW) AT THE TIME OF INSPECTION. THE GUTTER APPEARS TO BE BLOCKED BY DEBRIS OR SLOPE INCORRECTLY. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO CONDUCT A FURTHER EVALUATION AND REPAIR AS REQUIRED.
- 10) THE GUTTERS, PERIMETER DRAINAGE AND DRIVEWAY REQUIRE CLEANING. THE SELLER'S WILL HIRE A LICENSED PROFESSIONAL TO PERFORM NECESSARY CLEANING.
- 11) A NUMBER OF LIGHT FIXTURES IN THE LANDSCAPING AREA, FRONT YARD STOOD TOP, ROOF SOFFIT'S AROUND THE HOUSE, EXTERIOR WALL IN THE BACKYARD ALONG THE STAIRWAY AND BACKYARD CANOPY CEILINGS HAVE BEEN UNABLE TO BE ACTIVATED. THE SELLER WILL HIRE A HANDYMAN TO REPLACE THE LIGHT BULBS.
- 12) A SECTION OF THE CROWN MOUNDING INSTALLED ON THE FRONT YARD NORTH FACING SOFFIT IS DETACHED THE NEEDS TO BE FIXED. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO FIX.
- 13) THE ELECTRICAL GATE IN THE FRONT YARD EAST AND WEST SIDE WAS NOT TESTED BECAUSE THE INSPECTOR WAS UNABLE TO LOCATE THE REMOTE CONTROL. THE GATE WILL BE TESTED DURING THE FINAL WALKTHROUGH.
- 14) THE HOME LANDSCAPING WATER FOUNTAIN NEEDS TO BE INSPECTED. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO ENSURE THE WATER FOUNTAIN IS IN WORKING CONDITION.
- 15) THE DOOR IN THE TOP FLOOR MASTER BEDROOM LEADING TO THE BALCONY HAS THE POOR OPERATION THAT NEEDS TO BE SERVICED. THE SELLER WILL HIRE A HANDYMAN TO FIX.
- 16) THE ENSUITE DOOR IN THE TOP FLOOR MASTER BEDROOM CANNOT BE LATCHED. THE SELLER WILL HIRE A HANDYMAN TO FIX.
- 17) THE MAIN FLOOR WEST WING MASTER BEDROOM CLOSET WINDOW HAS THE POOR OPERATION THAT NEEDS TO BE FIXED. THE SELLER WILL HIRE A HANDYMAN TO FIX.
- 18) THE DOOR IN THE MAIN FLOOR WEST WING HALLWAY LEADING TO THE BACKYARD HAS THE POOR OPERATION THAT NEEDS TO BE FIXED. THE SELLER WILL HIRE A HANDYMAN TO FIX.
- 19) THE MAIN FLOOR OFFICE AUTO REMOTE-CONTROLLED CURTAIN IS NOT WORKING PROPERLY. THE SELLER WILL HIRE A LICENSED PROFESSIONAL TO FIX.

DocuSigned by:

Charles Cao Yang Jiang SEAL

BUYER 7380CFECFA13417

Charles Cao Yang Jiang

PRINT NAME

WITNESS

DocuSigned by:

Amy Barsha Washington SEAL

SELLER D70F25C371744C

Amy Barsha Washington

PRINT NAME

WITNESS

DocuSigned by:

Susanna Yuanyuan Fan SEAL

BUYER 9D4FE82D71F645D

Susanna Yuanyuan Fan

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS



BCREA
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: R2747579 DATE: April 07 2023
 RE: ADDRESS: 835 EYREMOUNT DRIVE West Vancouver BC V7S 2A8
 LEGAL DESCRIPTION: LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT
 PID: 010-577-441 OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED March 28 2023 MADE BETWEEN Charles Cao Yang Jiang

Susanna Yuanyuan Fan

AS BUYER(S), AND

Amy Barsha Washington

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

THE SELLER AND BUYER AGREE THAT THE DEFICIENCY ITEMS LISTED AT PAGE 1-2 AND ITEM #1- #19 AMOUNT TO A TOTAL OF \$20,000. THE BUYER AND SELLER WILL CONDUCT A WALKTHROUGH WITH AN INSPECTOR TWO (2) WEEKS PRIOR TO COMPLETION.

THE BUYER RESERVES THE RIGHT TO WITHHOLD \$20,000 FROM THE TOTAL PURCHASE PRICE, SHOULD THE NECESSARY REPAIRS NOT BE COMPLETED TO THE BUYERS' SATISFACTION AND WITH SUPPORTING EVIDENCE OF SAID REPAIRS. THIS CONDITION IS FOR THE SOLE BENEFIT OF THE BUYER AND MUST BE UNILATERALLY WAIVED BY SAME.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

DocuSigned by:

Charles Cao Yang Jiang



BUYER /7380CFECFA13417...

Charles Cao Yang Jiang

PRINT NAME

DocuSigned by:

Susanna Yuanyuan Fan



BUYER /904FE82D71F643D...

Susanna Yuanyuan Fan

PRINT NAME



BUYER

PRINT NAME

DocuSigned by:

Amy Barsha Washington



SELLER /0701F28C371733C...

Amy Barsha Washington

PRINT NAME



SELLER

PRINT NAME



SELLER

PRINT NAME

WITNESS

WITNESS

WITNESS

BC2005 REV. JAN 2023

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BCrea
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: **R2747579**DATE: **April 11 2023**RE: ADDRESS: **835 Eyremount Drive, West Vancouver, BC, V7S 2A8**LEGAL DESCRIPTION: **LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT**PID: **010-577-441**

OTHER PID(S):

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE

DATED **March 28 2023** MADE BETWEEN **Charles Cao Yang Jiang****Susanna Yuanyuan Fan**

AS BUYER(S), AND

Amy Barsha Washington

AS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Seller(s) propose the amendment set forth below (the "Proposed Amendment") to the Contract of Purchase and Sale dated 28 March, 2023, along with any Addendums or attachments thereto (the "Contract"). The Proposed Amendment is not intended to be a counter-offer or a repudiation of the Contract. Unilateral execution of this Addendum by either party hereto shall not constitute a counter-offer and shall not, until executed by all parties, have any effect on the underlying Contract. The Proposed Amendment will be effective if and when this Addendum is executed by both parties and the parties hereby covenant and agree that this Addendum may be executed in counterparts. Upon said execution, the parties thereby ratify and confirm that all other terms and conditions of the Contract remain the same, save as amended by the Proposed Amendment and that time shall remain of the essence.

To extend the following Subject Removal date from April 11, 2023 to April 28, 2023.

"Subject to the Seller obtaining on or before April 11, 2023, an order of the Supreme Court of British Columbia approving the sale of the Property on the terms and conditions of this Contract of Purchase and Sale allowing for the vesting of the Property in the Purchaser free and clear of all financial charges and claims of pending litigation, or on or before April 11, 2023, the Seller confirming to the Purchaser that it has made all necessary arrangements to clear title to the Property of financial encumbrances of any party claiming by, through or under the Seller to allow for completion of the sale of the Property in accordance with the terms hereof. This subject clause is for the sole benefit of the Seller and may be waived by her in her sole and absolute discretion and if this subject clause is not satisfied or waived by the Seller on or before April 11, 2023, this contract will be terminated and of no further force and effect."

"If this Subject Clause is not satisfied or waived on or before April 11, 2023, the deposit will be returned to the Buyer and the Contract will be terminated and of no further force and effect. Except as expressly amended hereby, the Contract remains in full force and effect, unamended and time remains of the essence."

All other terms and conditions remain the same, and time shall remain essence.

DocuSigned by:

Charles Cao Yang Jiang

7380CFECFA13417...

BUYER

Charles Cao Yang Jiang

PRINT NAME

DocuSigned by:

Susanna Yuanyuan Fan

31414130713116451

BUYER

Susanna Yuanyuan Fan

PRINT NAME

DocuSigned by:

Amy Barsha Washington

D791F25C371734C

SELLER

Amy Barsha Washington

PRINT NAME

SELLER

PRINT NAME

WITNESS

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

PRINT NAME

WITNESS



REMOVAL OF "SUBJECT TO CLAUSE" AND APPOINTMENT OF CONVEYANCER

PAGE 1 OF 1 PAGES

MLS® NO. R2747579

BUYER: Charles Cao Yang Jiang Susanna Yuanyuan Fan SELLER: Amy Barsha Washington
 ADDRESS OF PROPERTY: 835 EYREMOUNT DRIVE West Vancouver BC V7S 2A8
 P.I.D #: 010-577-441 DATE OF CONTRACT: March/28/2023

A. REMOVAL OF "SUBJECT TO CLAUSE"

WITH REFERENCE TO THE ABOVE, THE SUBJECT TO CLAUSE(S) NOTED BELOW, IS/ARE WAIVED OR DECLARED FULFILLED. TIME SHALL REMAIN OF THE ESSENCE.

PROPERTY INSPECTION:

SUBJECT TO the Buyers, on or before April 11, 2023, obtaining and approving an inspection report against any defects which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer and must be unilaterally waived by the same.

FINANCING:

SUBJECT TO the Buyers, on or before April 11, 2023, receiving financing on the said property. The Buyer will need his/her bank upon 24 hour notice access to the property to allow appraisers into the house. This condition is for the sole benefit of the Buyer.

TITLE:

SUBJECT TO the Buyers, on or before April 11, 2023, searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that reasonably may affect the property's use or value. This condition is for the sole benefit of the Buyer.

WITNESS TO BUYER(S) SIGNATURE

DATE April/11/2023

WITNESS TO SELLER(S) SIGNATURE

DATE

DocuSigned by:

Charles Cao Yang Jiang

7380CFECFA13417

SEAL

(BUYER) Charles Cao Yang Jiang

DocuSigned by:

Susanna Yuanyuan Fan

SEAL

(BUYER) Susanna Yuanyuan Fan

DocuSigned by:

Amy Barsha Washington

SEAL

(SELLER) Amy Barsha Washington

(SELLER)


SEAL

B. APPOINTMENT OF CONVEYANCER

THE BUYER HEREBY APPOINTS _____ OF _____
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

THE SELLER HEREBY APPOINTS _____ OF _____
TO COMPLETE ALL NECESSARY LEGAL AND CONVEYANCING DOCUMENTS ON THEIR BEHALF.

This is **Exhibit "C"** referred to in the affidavit of
Miriam Dominguez sworn before me at
Vancouver, BC this 25th day of April, 2023



A Commissioner for taking Affidavits
For British Columbia

Schultz, Jordan

From: Malcolm Hasman <malcolmhasman@gmail.com>
Sent: Wednesday, April 19, 2023 5:46 AM
To: Schultz, Jordan
Cc: 'Tillman, Anthony'; 'Tillman, Anthony'; 'Lee, Marianna'
Subject: MARKETING REPORT: 835 EYREMOUNT DRIVE WV
Attachments: MLS Listing and Listing History 835 Eyremount Dr WV.pdf; 835 Eyremount Drive WV Activity Report .jpg; OFFER #1 835 Eyremount Dr WV February 21 2023.pdf; OFFER #2 835 Eyremount Dr WV March 12 2023.pdf; OFFER #3 835 Eyremount Dr WV March 17 2023.pdf; OFFER #4 835 Eyremount Dr WV March 23 2023.pdf; REBGV MLS West Vancouver March MLS Stats.pdf

[WARNING: EXTERNAL SENDER]

MARKING REPORT

835 EYREMOUNT DRIVE, WEST VANCOUVER

PROPERTY LISTED ON MLS	JANUARY 23, 2023
LISTING PRICED REDUCED	FEBRUARY 22 2023
NUMBER OF AGENT SHOWINGS WITH BUYERS :	18
NUMBER OF OPEN HOUSES :	4
OPEN HOUSES	4
NUMBER OF OFFERS :	5
ACCEPTED OFFER:	\$8,100,000.

MARKETETING STRATEGY:

Full MLS and REW.ca exposure, Print Advertising, Social Media, MalcolmHasman.com, AngellHasman.ca, Realtor.ca, Agent / Broker Open House, Public Open Houses.

MARKET CONDITIONS (2023)

WEST VANCOUVER SOLD OVER \$8,000,000

According to the REBGV MLS sales in West Vancouver in March declined 36.5% from the same month the previous year following a 55.9% drop in February. Sales in the Greater Vancouver for March were 28.9% below the 10 year average.

ACTIVE DETACHED LISTING: 43
SOLD OVER \$8,000,000. 2

SUMMARY:

The real estate market and particularly the high luxury end market remain challenging due a lack of confidence in the market due to a combination of higher interest rates and the recent 2 year ban of acquisitions of Canadian real property by foreign buyers which came into effect on January 1, 2023. Many luxury homes have been listed over 2-3 years and have reduced their listing price more than once. May luxury properties have recently sold in West Vancouver below their 2023 BC Assessment Value.

835 Eyremount Drive, West Vancouver has been listed on MLS for over 3 years with 4 different real estate agents and has not sold as the luxury market in West Vancouver continued to declined.

**MALCOLM
 HASMAN**

PRIMARY LISTING
 AGENT

ANGE

LL HASMAN & ASSOCIATES (MALCOLM HASMAN) REALTY LTD.

JACK Z.
LIU

CO-LISTING
AGENT

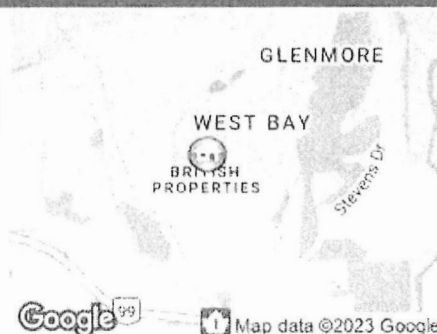
ANGELL HASMAN & ASSOCIATES REALTY LTD.

Active R2747579 Board: V, Detached House/Single Family	835 EYRE MOUNT DRIVE West Vancouver British Properties V7S 2A8 <div style="text-align: right;"> \$9,980,000 (LP) (SP)  </div>																																																																																																		
	Days on Market: 85 ← List Date: 1/23/2023 Expiry Date: 4/30/2023 Previous Price: \$10,800,00 Original Price: \$10,800,000 Sold Date: Meas. Type: Feet If new, GST/HST Frontage (feet): 0.00 Bedrooms: 7 Approx. Year Built: 2006 Frontage: Bathrooms: 9 Age: 17 Depth / Size: Full Baths: 7 Zoning: RES Lot Area (sq.ft.): 24,756.00 Half Baths: 2 Gross Taxes: \$55,908.91 Lot Area (acres): 0.57 Rear Yard Exp: Tax Inc. Utilities?: Flood Plain: P.I.D.: 010-577-441 Tour: View: Yes : Ocean and City Complex/Subdiv First Nation Reserve: Services Connected: Electricity, Natural Gas, Sanitary Sewer, Storm Sewer, Water Sewer Type: City/Municipal Water Supply: City/Municipal																																																																																																		
Style of Home: 3 Storey Construction: Other Exterior: Mixed Foundation: Concrete Perimeter Renovations: # of Fireplaces: 7 R.I. Fireplaces: Fireplace Fuel: Natural Gas Fuel/Heating: Radiant Outdoor Area: Balcny(s) Patio(s) Dck(s) Type of Roof: Tile - Concrete	Total Parking: 3 Covered Parking: 3 Parking Access: Front Parking: Garage; Triple Driveway Finish: Dist. to Public Transit: near Dist. to School Bus: near Title to Land: Freehold NonStrata Land Lease Expiry Year: Seller's: Registered Owner Property Disc.: Yes: Fixtures Leased: No : Fixtures Rmvd: : Floor Finish:																																																																																																		
Legal: LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT																																																																																																			
Amenities: Pool; Indoor, Sauna/Steam Room, Swirlpool/Hot Tub Site Influences: Central Location, Golf Course Nearby, Private Setting, Private Yard, Shopping Nearby, Ski Hill Nearby Features: ClthWsh/Dryr/Frdg/Stve/DW, Garage Door Opener, Hot Tub Spa/Swirlpool, Oven - Built In, Range Top, Security System																																																																																																			
Finished Floor (Main): 3,545 Finished Floor (Above): 1,800 Finished Floor (AbvMain2): 0 Finished Floor (Below): 3,396 Finished Floor (Basement): 0 Finished Floor (Total): 8,741 sq. ft. Unfinished Floor: 400 Grand Total: 9,141 sq. ft. Flr Area (Det'd 2nd Res): sq. ft. Suite: Basement: Full Crawl/Bsmt. Ht: # of Levels: 3 # of Kitchens: 2 # of Rooms: 30	<table border="1"> <thead> <tr> <th>Floor</th><th>Type</th><th>Dimensions</th><th>Floor</th><th>Type</th><th>Dimensions</th><th>Bathrooms</th></tr> </thead> <tbody> <tr> <td>Above</td><td>Walk-In Closet</td><td>20'0 x 7'11</td><td>Floor</td><td>#Pcs</td><td></td><td></td></tr> <tr> <td>Above</td><td>Bedroom</td><td>13'8 x 12'6</td><td>Main</td><td>2</td><td></td><td></td></tr> <tr> <td>Above</td><td>Walk-In Closet</td><td>9'10 x 6'4</td><td>Main</td><td>2</td><td></td><td></td></tr> <tr> <td>Above</td><td>Flex Room</td><td>12'6 x 10'7</td><td>Main</td><td>5</td><td></td><td></td></tr> <tr> <td>Above</td><td>Storage</td><td>17'5 x 4'11</td><td>Above</td><td>5</td><td></td><td></td></tr> <tr> <td>Below</td><td>Bedroom</td><td>15'9 x 13'11</td><td>Above</td><td>5</td><td></td><td></td></tr> <tr> <td>Below</td><td>Bedroom</td><td>19'5 x 10'3</td><td>Below</td><td>3</td><td></td><td></td></tr> <tr> <td>Below</td><td>Bedroom</td><td>12'8 x 11'3</td><td>Below</td><td>3</td><td></td><td></td></tr> <tr> <td>Below</td><td>Bedroom</td><td>16'5 x 13'8</td><td>Below</td><td>3</td><td></td><td></td></tr> <tr> <td>Below</td><td>Recreation Room</td><td>29'0 x 15'6</td><td>Below</td><td>3</td><td></td><td></td></tr> <tr> <td>Below</td><td>Media Room</td><td>20'0 x 15'6</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Below</td><td>Gym</td><td>17'7 x 14'5</td><td></td><td></td><td></td><td></td></tr> <tr> <td>Below</td><td>Wine Room</td><td>10'0 x 10'0</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> Manuf Type: Registered in MHR?: MHR#: CSA/BCE: ByLaw Restrictions: PAD Rental: Maint. Fee:	Floor	Type	Dimensions	Floor	Type	Dimensions	Bathrooms	Above	Walk-In Closet	20'0 x 7'11	Floor	#Pcs			Above	Bedroom	13'8 x 12'6	Main	2			Above	Walk-In Closet	9'10 x 6'4	Main	2			Above	Flex Room	12'6 x 10'7	Main	5			Above	Storage	17'5 x 4'11	Above	5			Below	Bedroom	15'9 x 13'11	Above	5			Below	Bedroom	19'5 x 10'3	Below	3			Below	Bedroom	12'8 x 11'3	Below	3			Below	Bedroom	16'5 x 13'8	Below	3			Below	Recreation Room	29'0 x 15'6	Below	3			Below	Media Room	20'0 x 15'6					Below	Gym	17'7 x 14'5					Below	Wine Room	10'0 x 10'0				
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List Broker 1: Angell, Hasman & Associates (Malcolm Hasman) Realty Ltd. - List Broker 3: List Desig Agt 1: Malcolm Hasman - Phone: 604-290-1679 malcolm@malcolmhasman.com List Broker 2: Angell, Hasman & Associates Realty Ltd. - Office: 604-921-1188 List Desig Agt 2: Jack Z. Liu PREC* - Phone: 778-858-8706 3: Sell Broker 1: 2: 3: Owner: **Privacy Protected** AMY BARSHA WASHINGTON Commission: 3.22% ON THE 1ST \$100,000 / 1.15% ON THE BALANCE PLUS \$100,000.00 BONUS TO THE SELLING AGENT Occupancy: Owner																																																																																																			
Realtor All sizes are approximate and to be verified by the buyer. To view Text Jack Liu at 778-858-8706 Remarks																																																																																																			
<p>This magnificent European Inspired luxury residence is situated on a .57 estate property in West Vancouver's most prestigious British Properties neighborhood offering spectacular views of the ocean, downtown, Stanley Park and West towards Vancouver Island. The architectural elegance and grandeur with its bold European Classic exterior and beautiful landscape create an majestic presence providing over 9000 sq. ft. of formal and informal living on 3 expansive levels. Exquisite design and master craftsmanship together with an impeccable choice of quality materials blend seamlessly to create an international masterpiece while embracing the security and convenience of today's most up-to-date technology. Located close to Hollyburn Country Club & Chartwell, Mulgrave and Collingwood schools.</p>																																																																																																			

PROPERTY HISTORY DETAIL

Address
835 EYREMOUNT DRIVE
West Vancouver, BC V7S 2A8

ML # R2747579



Google Map data ©2023 Google

ML # R2747579		Class Residential Detached	List Date 1/23/2023		CDOM 410	DOM 85	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
02/22/2023 2:00:49 PM	List Price	→ Active	\$9,980,000	Malcolm Hasman	Angell, Hasman & Associates (Malcolm Hasman) Realt...		
01/23/2023 9:02:39 AM	First Recorded Entry	Active	\$10,800,000	Malcolm Hasman	Angell, Hasman & Associates (Malcolm Hasman) Realt...		

ML # R2652039		Class Residential Detached	List Date 2/10/2022			DOM 325	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
01/01/2023 12:07:03 AM	Status	Expired	\$10,653,000	Danny Deng PREC*	LDG Realty		
10/05/2022 12:25:48 PM	List Price	Active	\$10,653,000	Danny Deng PREC*	LDG Realty		
07/26/2022 9:38:31 AM	List Firm 1 Code	Active	\$13,800,000	Danny Deng PREC*	LDG Realty		
03/21/2022 2:50:09 PM	List Price	Active	\$13,800,000	Danny Deng PREC*	Sutton Group -West Coast Realty		
02/11/2022 5:10:07 PM	First Recorded Entry	Active	\$16,880,000	Danny Deng PREC*	Sutton Group -West Coast Realty		

ML # R2598065		Class Residential Detached		List Date 7/1/2021		DOM 134	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
11/12/2021 8:55:34 AM	Status	Terminated	\$16,780,000	Alfie Yang PREC*	eXp Realty		
07/02/2021 10:56:27 AM	First Recorded Entry	Active	\$16,780,000	Alfie Yang PREC*	eXp Realty		

ML # R2530800		Class Residential Detached		List Date 1/20/2021		DOM 162	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
07/01/2021 1:07:56 AM	Status	Expired	\$16,780,000	Alfie Yang PREC*	eXp Realty		
01/20/2021 2:28:18 PM	First Recorded Entry	Active	\$16,780,000	Alfie Yang PREC*	eXp Realty		

ML # R2462381		Class Residential Detached		List Date 6/5/2020		DOM 186	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
01/20/2021 10:25:56 AM	Status	Terminated	\$16,780,000	Alfie Yang PREC*	eXp Realty		
12/08/2020 2:02:43 PM	Status	Cancel Protected	\$16,780,000	Alfie Yang PREC*	eXp Realty		
06/05/2020 2:11:45 PM	First Recorded Entry	Active	\$16,780,000	Alfie Yang PREC*	eXp Realty		

ML # R2311485		Class Residential Detached		List Date 10/1/2018		DOM 256	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
06/14/2019 8:47:42 AM	Status	Terminated	\$17,800,000	Sydney Deng PREC*	Royal Pacific Realty Corp.		
10/01/2018 3:14:40 PM	First Recorded Entry	Active	\$17,800,000	Sydney Deng PREC*	Royal Pacific Realty Corp.		

ML # V873859		Class Residential Detached		List Date 3/2/2011		DOM 1	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
03/07/2011 3:21:00 AM	Status, Sold Price, Sell Sales Rep 1, Selling Office 1, Title to Land	Sold	\$6,500,000	Allan Angell	Angell, Hasman & Associates (The Angell Group) Rea...	Sydney Deng PREC*	Royal Pacific Realty Corp.
03/04/2011 4:26:00 PM	First Recorded Entry	Active	\$6,800,000	Allan Angell	Angell, Hasman & Associates (The Angell Group) Rea...		

ML # V503439		Class Residential Detached		List Date 9/6/2004		DOM 43	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
10/31/2007 12:53:00 AM	Status, Sold Price, Sell Sales Rep 1, Selling Office 1, Title to Land	Sold	\$1,000,000	Clara Hartree	RE/MAX Clara Hartree	Garry Monahan	Royal LePage -Garry Monahan Rlt
09/09/2004 9:39:00 PM	First Recorded Entry	Active	\$1,180,000	Clara Hartree	RE/MAX Clara Hartree		

ML # V93060929		Class Residential Detached		List Date 9/20/1993		DOM 162	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
02/04/2008 12:20:00 PM	Current Entry	Sold	\$772,000	Ines Tancre	Royal LePage R.E. Services Ltd	Dennis Tam	Multiple Realty Ltd.

ML # V396970		Class Residential Detached		List Date 5/6/2004		DOM 122	
Chg Date	Chg Type	Status	Price	List Desig Agt 1 - Agent Name	List Firm 1 Code - Office Name	Sell Sales Rep 1 - Agent Name	Selling Office 1 - Office Name
02/06/2008 11:39:00 AM	Status, Title to Land	Expired	\$1,180,000	Kevin Mak PREC*	Sutton Group -West Coast Realty		
05/06/2004 12:00:00 AM	First Recorded Entry	Active	\$1,180,000	Kevin Mak PREC*	Sutton Group -West Coast Realty		

MARKETING ACTIVITY REPORT SUMMARY

31

Listing Date: January / 23 / 2023

AGENT SHOWINGS, 18 showings in total with feedbacks:

- 1) Diane Zhang / Royal Pacific Realty ; Jan/26/2023 (No interest)
- 2) Jay (Buyer without agent); Jan/26/2023 (No interest because of the layout)
- 3) Vivian Li / Laboutique Realty; Jan/26/2023 (Layout doesn't work)
- 4) Guo He / Royal Pacific Realty; Jan/26/2023 (His buyers wrote an offer at \$6,600,000)
- 5) Sara Tayyebi / Angell Hasman&Associates Realty; Jan/28/2023 (No interest)
- 6) Geoff Taylor / Angell Hasman&Associates Realty; 04/Feb/2023 (The buyer wants to wait and watch the market, no plan to purchase now)
- 7) Cary Zhou / Royal Pacific Realty; 06/Feb/2023 (No interest)
- 8) Enan Xiang / Sutton Group ; 07/Feb/2023 (The buyers are worried about the market, and would like to wait)
- 9) Linda Lui / Interlink Realty; 21/Feb/2023 (No interest)
- 10) Guo He / Royal Pacific Realty; 21/Feb/2023 (No interest)
- 11) Jonson Xiong/ Unilife Realty Inc; 07/March/2023 (No interest)
- 12) Vivian Li/ Laboutique Realty; 08/March/2023 (No interest)
- 13) Chris Langlois/ Angell Hasman&Associates Realty; 09/March/2023 (No interest)
- 14) Julia Hsu/ Royal Pacific Realty ; 12/March/2023 (The buyers want to wait and watch the market, no plan to purchase now)



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal Pacific Lions Gate Realty Ltd. DATE: February 21 2023
 ADDRESS: #202 - 1555 Marine Drive West Vancouver BC V7V1H9 PHONE: (604) 416-8888
 PREPARED BY: Guo He PREC* MLS® NO: R2747579

BUYER: YING YU SELLER: AMY BARSHA WASHINGTON
 BUYER: _____ SELLER: _____
 BUYER: _____ SELLER: _____
 ADDRESS: C/O BUYER AGENT ADDRESS: 835 EYREMOUNT
West Vancouver BC
 PC: _____ PC: V7S 2A8

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

835 EYREMOUNT DRIVE
 UNIT NO. ADDRESS OF PROPERTY
West Vancouver V7S 2A8
 CITY/TOWN/MUNICIPALITY POSTAL CODE
010-577-441
 PID OTHER PID(S)

LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The Purchase Price of the Property will be \$ 6,600,000.00
Six Million Six Hundred Thousand
 _____ DOLLARS (Purchase Price)
 and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ 16,500.00
 _____ (Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.
- DEPOSIT:** A deposit of \$ 500,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
Within One Business Day of the Subject Removal

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

YY

BUYER'S INITIALS

SELLER'S INITIALS



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Rennie & Associates Realty Ltd. DATE: March 12 2023
 ADDRESS: #110 - 1650 West 1st Avenue Vancouver BC V6J1G1 PHONE: (604) 681-8898
 PREPARED BY: Derek Kai PREC* MLS® NO: R2747579

BUYER: Anders Lau SELLER: AMY BARSHA WASHINGTON
 BUYER: Sirry Lau SELLER: _____
 BUYER: _____ SELLER: _____
 ADDRESS: C/O 110-1650 West 1st Avenue ADDRESS: 835 EYREMOUNT DRIVE
Vancouver, BC PC: V6J 1G1 WEST VANCOUVER, BC PC: V7S 2A8

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

835 EYREMOUNT DRIVE
 UNIT NO. ADDRESS OF PROPERTY
West Vancouver, BC V7S 2A8
 CITY/TOWN/MUNICIPALITY POSTAL CODE
010-577-441
 PID OTHER PID(S)

LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The Purchase Price of the Property will be \$ 7,000,000.00
Seven Million
 _____ DOLLARS (Purchase Price)
 and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ 17,500.00
 _____ (Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.
- DEPOSIT:** A deposit of \$ 350,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
 Deposit to be paid by bank draft or electronic funds transfer upon removal of all subject conditions

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

BUYER'S INITIALS

SELLER'S INITIALS



BCREA
British Columbia
Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Rennie & Associates Realty Ltd. DATE: March 17 2023
 ADDRESS: #110 - 1650 West 1st Avenue Vancouver BC V6J1G1 PHONE: (604) 681-8898
 PREPARED BY: Derek Kai PREC* MLS® NO: R2747579

BUYER: Anders Lau SELLER: AMY BARSHA WASHINGTON
 BUYER: Sirry Lau SELLER:
 BUYER: SELLER:
 ADDRESS: C/O 110-1650 West 1st Avenue ADDRESS: 835 EYREMOUNT DRIVE
 Vancouver, BC PC: V6J 1G1 WEST VANCOUVER, BC PC: V7S 2A8

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

835 EYREMOUNT DRIVE
 UNIT NO. ADDRESS OF PROPERTY
 West Vancouver, BC V7S 2A8
 CITY/TOWN/MUNICIPALITY POSTAL CODE
 010-577-441
 PID OTHER PID(S)

LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP 1, NEW WESTMINSTER LAND DISTRICT

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The Purchase Price of the Property will be \$ 7,500,000.00
 Seven Million Five Hundred Thousand
 _____ DOLLARS (Purchase Price)
 and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ 18,750.00
 _____ (Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.
- DEPOSIT:** A deposit of \$ 375,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
 Deposit to be paid by bank draft or electronic funds transfer upon removal of all subject conditions

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

BUYER'S INITIALS

SELLER'S INITIALS



BCREA
British Columbia Real Estate Association



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Rennie & Associates Realty Ltd. DATE: March 23 2023
ADDRESS: #110 - 1650 West 1st Avenue Vancouver BC V6J1G1 PHONE: (604) 681-8898
PREPARED BY: Derek Kai PREC* MLS® NO: R2747579

BUYER: Anders Lau SELLER: AMY BARSHA WASHINGTON
BUYER: Sirry Lau SELLER: _____
BUYER: _____ SELLER: _____
ADDRESS: C/O 110-1650 West 1st Avenue ADDRESS: 835 EYREMOUNT DRIVE
Vancouver, BC PC: V6J 1G1 WEST VANCOUVER, BC PC: V7S 2A8

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

835 EYREMOUNT DRIVE
UNIT NO. ADDRESS OF PROPERTY
West Vancouver, BC V7S 2A8
CITY/TOWN/MUNICIPALITY POSTAL CODE
010-577-441
PID OTHER PID(S)

LOT 9, BLOCK 19, PLAN VAP7525, DISTRICT LOT CE, GROUP I, NEW WESTMINSTER LAND DISTRICT

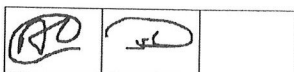
LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

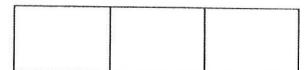
- PURCHASE PRICE:** The Purchase Price of the Property will be \$ 7,750,000.00
Seven Million Seven Hundred Fifty Thousand
_____ DOLLARS (Purchase Price)
and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ 19,375.00

(Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.
- DEPOSIT:** A deposit of \$ 387,500.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
Deposit to be paid by bank draft or electronic funds transfer upon removal of all subject conditions

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque



BUYER'S INITIALS



SELLER'S INITIALS

REALTOR® Report

A Research Tool Provided by the Real Estate Board of Greater Vancouver



West Vancouver

March 2023

Detached Properties

Activity Snapshot	March			February		
	2023	2022	One-Year Change	2023	2022	One-Year Change
Total Active Listings	323	378	- 14.6%	333	362	- 8.0%
Sales	→ 40	63 →	- 36.5%	26	59 →	- 55.9%
Days on Market Average	66	31	+ 112.9%	53	29	+ 82.8%
MLS® HPI Benchmark Price	\$3,019,500	\$3,316,800	- 9.0%	\$3,051,800	\$3,330,100	- 8.4%

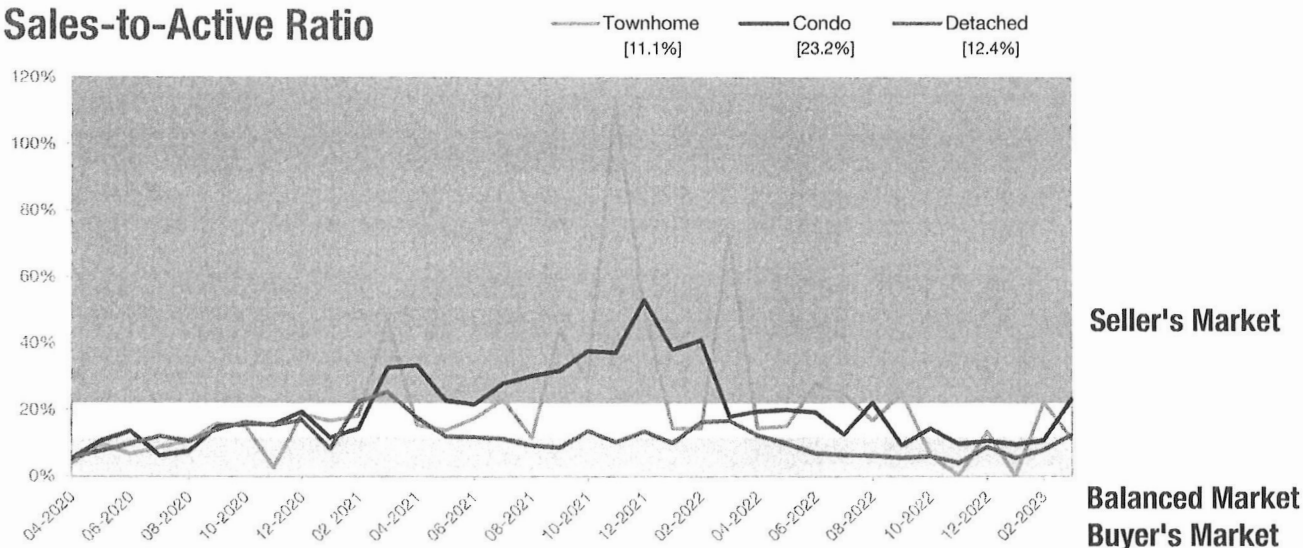
Condos

Activity Snapshot	March			February		
	2023	2022	One-Year Change	2023	2022	One-Year Change
Total Active Listings	95	50	+ 90.0%	93	44	+ 111.4%
Sales	22	9	+ 144.4%	10	18	- 44.4%
Days on Market Average	36	8	+ 350.0%	48	20	+ 140.0%
MLS® HPI Benchmark Price	\$1,213,300	\$1,233,400	- 1.6%	\$1,228,900	\$1,211,400	+ 1.4%

Townhomes

Activity Snapshot	March			February		
	2023	2022	One-Year Change	2023	2022	One-Year Change
Total Active Listings	9	11	- 18.2%	9	14	- 35.7%
Sales	1	8	- 87.5%	2	2	0.0%
Days on Market Average	14	45	- 68.9%	58	8	+ 625.0%
MLS® HPI Benchmark Price	\$0	\$0	--	\$0	\$0	--

Sales-to-Active Ratio



Current as of April 04, 2023. All data from the Real Estate Board of Greater Vancouver. Report © 2023 ShowingTime. Percent changes are calculated using rounded figures.

REALTOR® Report

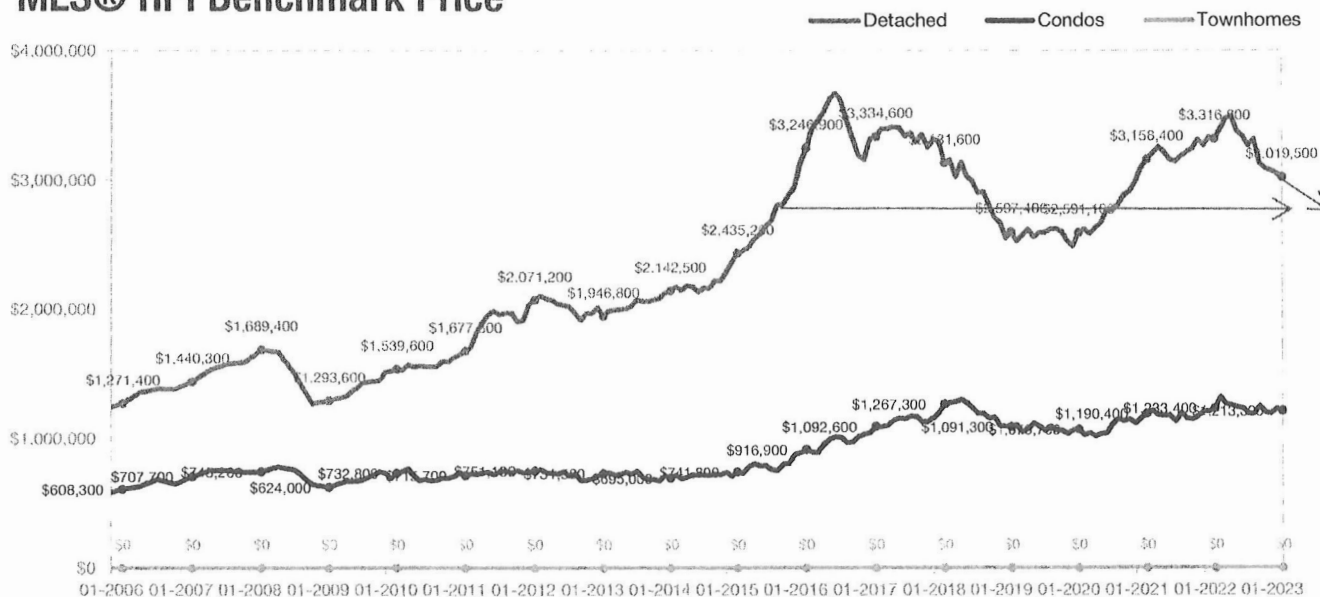
A Research Tool Provided by the Real Estate Board of Greater Vancouver

West Vancouver

March 2023

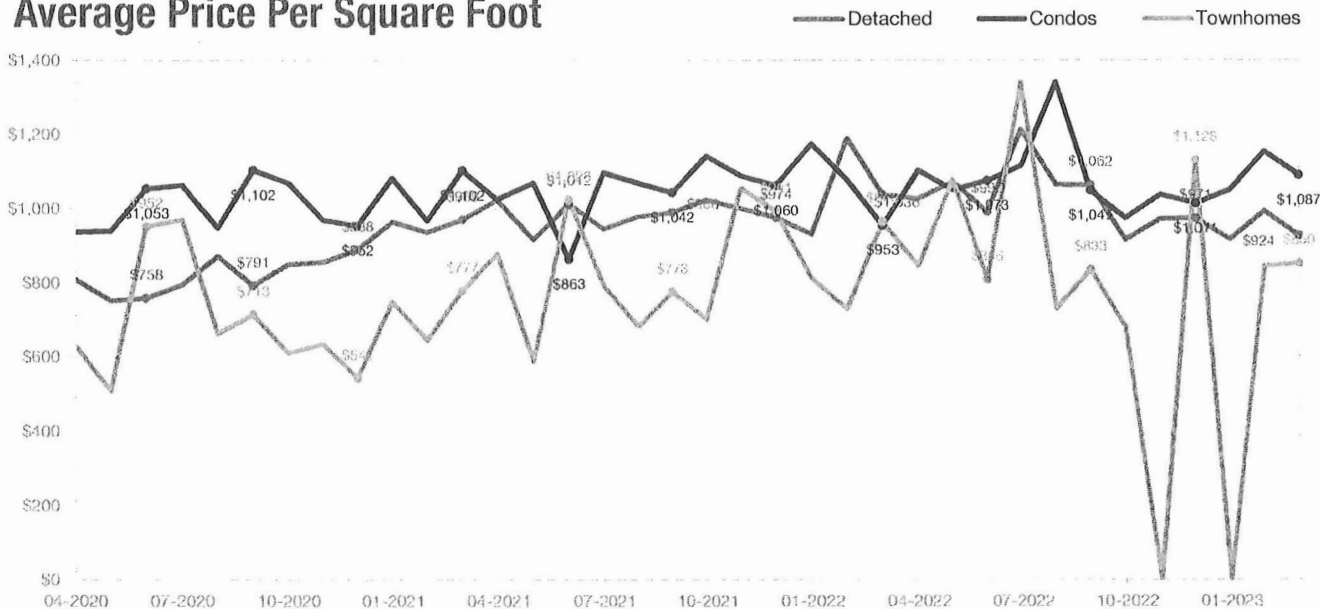


MLS® HPI Benchmark Price




Note: \$0 means that there is no sales activity, not \$0 as an MLS® HPI Benchmark Price.

Average Price Per Square Foot



Note: \$0 means that there is no sales activity, not \$0 as an Average Price Per Square Foot.

This is **Exhibit "D"** referred to in the affidavit of
Miriam Dominguez sworn before me at
Vancouver, BC this 25th day of April, 2023



A Commissioner for taking Affidavits
For British Columbia

MULTIPLE LISTING CONTRACT

MULTIPLE LISTING SERVICE® MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

BETWEEN: AMY BARSHA WASHINGTON,
OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

UNIT ADDRESS

CITY PROV PC

TELEPHONE NUMBER CELL NUMBER

AND: Angell Hasman & Associates(Malcolm Hasman) Realty Ltd
("LISTING BROKERAGE")

203 203-1544 Marine Drive
UNIT ADDRESS

West Vancouver BC V7V 1H8
CITY PROV PC

604-921-1188 604-290-1679
TELEPHONE NUMBER CELL NUMBER

1. LISTING AUTHORITY AND TERM:

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property")

from SAN. 23. 2023 (Effective Date) until 11:59 pm on

July APR. 1 30 2023 (Expiry Date) unless renewed in writing.

B. The Seller hereby:

- authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- agrees to allow Cooperating Brokerages (as hereinafter defined) and, with the written consent of the Seller, a sub-agent of the Listing Brokerage ("Sub-Agent") to show the Property to prospective buyers.

2. PROPERTY:

<u>835</u>	<u>Eyremount</u>	<u>Drive</u>
UNIT NO.	HOUSE NO.	STREET NAME
<u>West Vancouver</u>	<u>V7S 2A8</u>	
CITY/TOWN/MUNICIPALITY	POSTAL CODE	
<u>010-577-441</u>		
PID	OTHER PID(S)	

 INITIALS

835 Eyremount Drive West Vancouver V7S 2A8 PAGE 2 of 9 PAGES
PROPERTY ADDRESS

LOT 9 BLOCK 19 CAPILANO ESTATES PLAN 7525

LEGAL DESCRIPTION

3. TERMS OF SALE:

\$10,800,000 CASH

LISTING PRICE

TERMS

4. LISTING SERVICE AND COOPERATING BROKERAGES: The Seller authorizes the Listing Brokerage:


- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with brokerages (which may include the Listing Brokerage) and their designated agents (other than the Designated Agent) acting for a prospective buyer ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

5. LISTING BROKERAGE'S REMUNERATION:

- A. The Seller agrees to pay the Listing Brokerage a gross commission equal to the amount set out in Clause 5D, in accordance with this Clause 5, if:
 - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
 - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined), a Sub-Agent, a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
 - (a) within sixty (60) days after the expiration of the term of this Contract; or
 - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined), the Sub-Agent or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract;

except, in the case of (i) or (ii), if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt and the buyer has exercised their right of rescission set out in Section 42 of the *Property Law Act* within the prescribed period and in the prescribed manner for doing so in which case no remuneration will be payable by the Seller; or

- (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase.
- B. The Seller will pay the remuneration due to the Listing Brokerage under this Clause 5 on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage.

 INITIALS

- C. The Seller agrees that, to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages and Sub-Agents a portion of the Listing Brokerage's commission.
- D. (i) Upon the occurrence of an event described in Clauses 5A(i), 5A(ii) or 5A(iii), the Seller will pay remuneration to the Listing Brokerage of an amount equal to:
7% on the 1st \$100,000 + 3.5% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission (commission + tax = remuneration).

- (ii) If there is a Cooperating Brokerage, the Listing Brokerage will pay to the Cooperating Brokerage, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:
3.22% on the 1st \$100,000 + 1.15% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission; and the Listing Brokerage will retain, from the remuneration paid to the Listing Brokerage by the Seller pursuant to Clause 5D(i), an amount equal to:

3.78% on the 1st \$100,000 + 2.35% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.


- (iii) If there is no Cooperating Brokerage, the Listing Brokerage will retain the entire amount of the remuneration paid by the Seller pursuant to Clause 5D(i), being an amount equal to:
7% on the 1st \$100,000 + 3.5% on the balance

of the sale price of the Property, plus applicable Goods and Services Tax and other applicable tax in respect of the commission.

- E. The Listing Brokerage and the Designated Agent will advise the Seller of any remuneration, other than described in this Clause 5, to be received by the Listing Brokerage in respect of the Property.

6. ASSIGNMENT OF REMUNERATION: The Seller hereby irrevocably:

- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
- B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage, a Sub-Agent or both of them all or part of the remuneration due to the Listing Brokerage; and
- C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage a Sub-Agent, and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage, the Sub-Agent and the Cooperating Brokerage.


INITIALS

7. DESIGNATED AGENCY:

- A. Subject to Clause 7C(iii) the Listing Brokerage designates Malcolm Hasman

(the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the *Real Estate Services Act* or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;

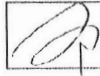
- B. The Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
- C. The Seller agrees that:
- (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
 - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
 - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
 - (iv) for the purposes of Clauses 1B, and 4, the term Listing Brokerage shall include the Designated Agent.

8. THE DESIGNATED AGENT WILL:

- A. Act as the agent of only the Seller with respect to the Property;
- B. Provide information about the Property to Sub-Agents and Cooperating Brokerages;
- C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
- D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
- E. Fulfill the duties set out in
 - (i) Real Estate Services Rule 30, except as modified or made inapplicable by agreement between the Listing Brokerage and the Seller, and
 - (ii) Real Estate Services Rule 33 and 34;
- F. Obey all lawful instructions of the Seller that are consistent with the Real Estate Services Act, the Real Estate Services Rules, the REALTOR® Code and all applicable Rules and Bylaws of the real estate board or association including related Regulation and Policies;

9. THE LISTING BROKERAGE AGREES:

- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10C, 10D, 10F and 10G;


INITIALS




- B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents;
- C. Not to disclose confidential information of the Seller to any person unless authorized by the Seller or required by law;
- D. To treat the interests of the Seller and all buyers and other sellers also represented by the Listing Brokerage in an even handed, objective and impartial manner; and
- E. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.

10. THE SELLER AGREES:

- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
- B. That the Seller has the authority to sell the Property and to enter into this Contract;
- C. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
- D. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
- E. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
- F. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
- G. That the Seller will provide the Designated Agent with all Information necessary for the listing and marketing of the Property;
- H. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
- I. That the Property is not currently the subject of any other exclusive listing contract.

11. THE SELLER ACKNOWLEDGES AND AGREES THAT:

- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
- B. The duties set out in Real Estate Services Rule 30 apply only to the Designated Agent and do not apply to any other licensees of the Listing Brokerage who represent buyers or other sellers and, subject to Clauses 9B, 9C and 9D, do not apply to the Listing Brokerage.
- C. The Listing Brokerage or the Designated Agent may provide trading services to, have agency relationships with or be engaged by other sellers, or have agency relationships with or be engaged by buyers, unless doing so would constitute a dual agency that is not permitted by Part 5 of the Real Estate Services Rules;
- D. In the case that the provision of trading services to the Seller contemplated hereby and the provision of trading services to a buyer or another seller constitutes or becomes a dual agency that is not permitted by Part 5 of the Real Estate Services Rules, the Seller acknowledges and agrees that the Listing Brokerage and the Designated Agent, as applicable, must comply with Real Estate Services Rule 65 and may be required to cease providing certain trading services to the Seller;

  
INITIALS


- E. Despite Real Estate Services Rule 30(f), the Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
- F. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

12. CONFLICTS OF INTEREST:

- A. If the Designated Agent's provision of trading services to the Seller in respect of the Property and a buyer with whom the Designated Agent has an agency relationship would constitute a dual agency that is not permitted by Part 5 of the Real Estate Services Rules, the Designated Agent may request consent from the Seller and such buyer to continue to represent either the Seller or such buyer in respect of the Property and terminate their agency relationship with the other party. In such case, the Designated Agent will present such buyer and the Seller with a written agreement in compliance with Section 65 of the Real Estate Services Rules (the "Consent Agreement"). Notwithstanding anything else in this Contract, if the Seller and such buyer consent to the Designated Agent continuing to act for one of them, and terminating the agency relationship with the other, in respect of the Property and they execute the Consent Agreement, the parties hereto agree as follows:
 - (i) if the Designated Agent ceases to act as agent of such buyer, the Seller acknowledges and agrees that the Designated Agent may otherwise in the future act as agent for such buyer in respect of property other than the Property;
 - (ii) if the Designated Agent ceases to act as agent of the Seller in respect of the Property, subject to Part 5 of the Real Estate Services Rules, the Listing Brokerage may designate another licensee of the Listing Brokerage to act as the Designated Agent of the Seller hereunder or if the Listing Brokerage is unable to or does not designate another licensee of the Listing Brokerage, the Listing Brokerage may refer the Seller to another brokerage for representation in respect of the Property; provided that, the Seller will not be obligated to accept such referral; and
 - (iii) if the Designated Agent ceases to act as the agent of the Seller in respect of the Property, the parties acknowledge that:
 - (a) the Designated Agent's agency with the Seller will terminate and the Designated Agent will no longer have any duties to the Seller as agent of the Seller, whether under this Contract, under the Real Estate Services Rules (other than their duties of confidentiality under Rule 30(e)) or otherwise; and
 - (b) the Listing Brokerage and the Designated Agent will be permitted by the terms of the Consent Agreement and the Real Estate Services Rules to continue to represent such buyer.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
 - (i) for all purposes consistent with the listing, marketing and selling of the Property;
 - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
 - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;



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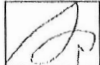
- (iv) for compilation, retention and publication by the Board and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of the Board and other real estate boards;
 - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
 - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
 - (vi) for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.
- B. The personal information provided by the Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

14. TERMINATION: The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
 - (i) upon the expiration of the term of this Contract as specified in Clause 1A;
 - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
 - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
 - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*;
 - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership; and
 - (vi) if the Listing Brokerage and the Designated Agent are unable to continue to provide trading services to the Seller as a result of Part 5 of the Real Estate Services Rules.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
 - (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
 - (ii) cease all marketing activities on behalf of the Seller;
 - (iii) remove all signs from the Property; and
 - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

15. MISCELLANEOUS PROVISIONS:

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.


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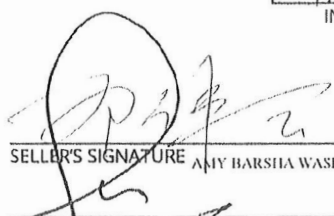


835 Eyremount Drive West Vancouver V7S 2A8 PAGE 8 of 9 PAGES
PROPERTY ADDRESS



16. ENTIRE AGREEMENT – THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.



SIGNED, SEALED & DELIVERED THIS 14th DAY OF January YR. 2023

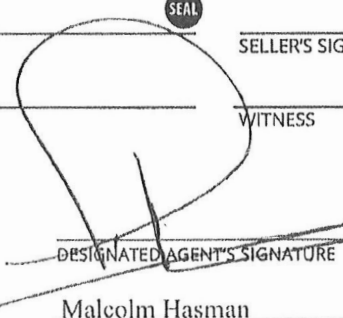

The Seller declares their residency:

RESIDENT OF CANADA ☒ INITIALS ☐ NON-RESIDENT OF CANADA ☐ as defined under the *Income Tax Act*.


SELLER'S SIGNATURE AMY BARSIA WASHINGTON, 
WITNESS 

SELLER'S SIGNATURE  SELLER'S SIGNATURE 
WITNESS WITNESS


PER: MANAGING BROKER'S SIGNATURE/AUTHORIZED SIGNATORY 
Angell Hasman & Associates(Malcolm Hasman) Realty Ltd
LISTING BROKERAGE (PRINT)


DESIGNATED AGENT'S SIGNATURE 
Malcolm Hasman
DESIGNATED AGENT'S NAME (PRINT NAME)

*PREC represents Personal Real Estate Corporation

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BC2040 REV. JAN 2023

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CO-LISTING FORM – JOINT REPRESENTATION

Note: This Co-Listing Form allows for two Brokerages to represent the Seller(s) jointly under a listing agreement. Unless the listing agreement is expressly amended to change the Brokerages' and the Designated Agent(s)' obligations thereunder, when two Brokerages co-list a property for sale, their Designated Agent(s) are acting in concert in marketing the property and they jointly owe fiduciary duties and other obligations to the Seller(s). It may not be appropriate if there are disputes or conflicting interests between the Sellers (e.g. each seller wants a different brokerage to protect his or her own interest). In such circumstances Sellers should be advised to obtain legal advice.

MLS® OFFICE USE ONLY	
DATE	LISTING MLS® NO

WITH RESPECT TO THE LISTING AGREEMENT (THE "LISTING") BETWEEN THE SELLER(S) AND THE LISTING BROKERAGE DATED January 14 2023

REGARDING: 835 Eyremount West Vancouver V7S 2A8 (THE "PROPERTY")
(Property Address)

THE PARTIES HERETO AGREE THAT THE LISTING IS HEREBY AMENDED AS SET OUT IN THIS CO-LISTING FORM:

AS AND FROM THE DATE HEREOF Angell Hasman & Associates(Malcolm Hasman) Realty Ltd WILL CO-LIST THE LISTING FOR THE PROPERTY WITH:
(Listing Brokerage/Company)

CO-LISTING BROKERAGE Angell Hasman & Associates BROKER ID _____

CO-LISTING BROKERAGE ADDRESS 203-1544 Marine Drive West Vancouver

DESIGNATED AGENT Jacl Liu MEMBER ID _____

DESIGNATED AGENT _____ MEMBER ID _____

UNDER THE FOLLOWING TERMS:

APPORTIONMENT OF REMUNERATION/COMMISSION AND EXPENSES:

1. If the Buyer(s) is represented by an agent (a "Co-operating Brokerage"), the Seller(s), the Listing Brokerage and the Co-Listing Brokerage agree that the Listing Brokerage's Remuneration set out in the Listing will be paid as follows:

LISTING BROKERAGE: 50/50

CO-LISTING BROKERAGE: _____

CO-OPERATING BROKERAGE: _____

2. If the Buyer is not represented by an agent (i.e. there is no Co-operating Brokerage), the Seller(s), the Listing Brokerage and the Co-Listing Brokerage agree that the entire amount of the Listing Brokerage's Remuneration pursuant to Section 5(D)(iii) of the Listing will be paid as follows:

LISTING BROKERAGE: _____

CO-LISTING BROKERAGE: _____

3. The Listing Brokerage and the Co-Listing Brokerage agree that the Listing expenses below will be shared between them and payable as follows:

ADVERTISING: _____

MLS® FEE: _____

OTHER EXPENSES: _____

THE EXPIRY OF THE CO-LISTING CREATED BY THIS CO-LISTING FORM WILL BE THE SAME AS THE EXPIRATION OF THE LISTING (AND ANY AMENDMENTS TO IT), UNLESS OTHERWISE AGREED TO BY THE PARTIES AS FOLLOWS: July 31 2023

IN ADDITION TO THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT:

(A) INSTRUCTIONS OR CHANGES TO THE LISTING WILL ONLY BE ACCEPTED BY THE MLS® FROM THE LISTING BROKERAGE. NOTWITHSTANDING THE FOREGOING, DURING THE TERM OF THE CO-LISTING CREATED BY THIS CO-LISTING FORM, THE LISTING BROKERAGE WILL NOT MAKE CHANGES TO THE LISTING WITHOUT AGREEMENT BY ALL OF THE PARTIES HERETO.

(B) INSTRUCTIONS TO AMEND THE CO-LISTING CREATED BY THIS CO-LISTING FORM MUST BE IN WRITING AND SIGNED BY THE MANAGERS OF THE LISTING AND CO-LISTING BROKERAGES AND ALL OF THE SELLER(S) TO BE EFFECTIVE.

(C) IF FOR ANY REASON THE LICENSE(S) OF ALL OF THE DESIGNATED AGENTS APPOINTED BY THE CO-LISTING BROKERAGE ARE SUSPENDED, CANCELLED OR BECOME INOPERATIVE UNDER THE REAL ESTATE SERVICES ACT OR ALL OF THE DESIGNATED AGENTS APPOINTED BY THE CO-LISTING BROKERAGE ARE TEMPORARILY UNAVAILABLE OR HAVE CEASED TO BE ENGAGED BY THE CO-LISTING BROKERAGE, THE CO-LISTING BROKERAGE WILL DESIGNATE ANOTHER LICENSEE(S) TO BE THE AGENT OF THE SELLER(S).

(D) THE CO-LISTING BROKERAGE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LISTING AS IF IT HAD SIGNED SAME AS LISTING BROKERAGE. THE SELLERS CONFIRM THAT THE CONSENTS GIVEN BY THEM IN RESPECT OF THE COLLECTION, USE AND DISCLOSURE OF THEIR PERSONAL INFORMATION IN THE LISTING EXTEND TO THE CO-LISTING BROKERAGE AS IF IT HAD SIGNED SAME AS LISTING BROKERAGE AND THAT THE LISTING BROKERAGE AND THE CO-LISTING BROKERAGE MAY, FOR THE PURPOSE OF THIS CO-LISTING, SHARE PERSONAL INFORMATION AND CONFIDENTIAL INFORMATION GIVEN TO THEM BY ANY ONE OF THE SELLERS WITH THE OTHER SELLERS OR EACH OTHER. THE PARTIES AGREE THAT THE TERMS AND CONDITIONS OF THE LISTING REMAIN IN FULL FORCE EXCEPT AS OTHERWISE AMENDED BY THIS CO-LISTING FORM.

LISTING BROKERAGE Angell Hasman & Associates(Malcolm Hasman) Realty Ltd BROKER ID _____

DESIGNATED AGENT Malcolm Hasman MEMBER ID _____

DESIGNATED AGENT _____ MEMBER ID _____

DATED THIS 14th DAY OF January

YEAR 2023

(SELLER'S SIGNATURE) AMY BARSHA WASHINGTON,

(SELLER'S SIGNATURE)

(MANAGING BROKER'S SIGNATURE / AUTHORIZED SIGNATORY)

(MANAGING BROKER'S SIGNATURE / AUTHORIZED SIGNATORY)

*PREC represents Personal Real Estate Corporation

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BC 2073 SEPT 2020

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