



This is the 1st Affidavit
of EDISON WASHINGTON in this case
and was made on April 13, 2023.

No. H-220369
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PLW INVESTMENTS LTD.

PETITIONER

1025332 B.C. LTD., 1026334 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, **Edison Washington**, also known as Qiang Wang, of 835 Eyremount Drive, West Vancouver, B.C., make oath and say as follows:

1. I am one of the Respondents named in the Petition and am a principal of several of the companies who are also Respondents and am the husband of Amy Washington, the director of a number of the Respondent corporations. Amy and I are also registered owners of several of the properties in respect of which the Petitioner (sometimes herein called "PLW") has sought the appointment of a receiver.
2. I have personal knowledge of the facts and matters herein deposed to except where stated to be on information and belief and in such case I verily believe them to be true.
3. Unless otherwise defined herein, capitalized words and phrases shall have the meaning as defined in the Petition or in the affidavit of Amy Washington #1 herein, as the case may be.

4. The various corporate respondents were incorporated at the direction of Amy Washington and myself primarily for the purposes of acquiring properties in greater Vancouver for development and resale.
5. To the knowledge of the Petitioner the Respondents other than Earlston Mortgage Corp. ("**these Respondents**") have been diligently attempting to sell the properties owned by them so as to repay all of their obligations to the Petitioner.
6. Since entering into the 2020 Loan Agreement and prior to the re-imposition of the Receiver in April 2023, these Respondents have actively marketed and sold PLW Secured Properties and have remitted to the Petitioner over \$46,700,000.00 on account of these Respondents' loans from the Petitioner comprising the following:
 - (a) \$37,787,241.97 being PLW's share of the sale proceeds from nine properties including two prior mortgages totalling \$13,600,000 which the Petitioner assumed upon closing;
 - (b) \$8,917,195.17 in payments to PLW from four other sources consisting of statutory sale proceeds holdbacks released; builders' lien holdbacks released; and interest payments made.

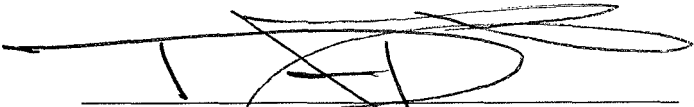
Now produced and shown to me and marked **Exhibit "A"** to this my affidavit is a schedule I caused to be prepared showing the particulars of the property sales and remittances.

7. This amount excludes the sale proceeds from 7 sales which PLW refused to allow for the reasons set out in Amy Washington's affidavit #1. I was involved in several discussions with Mr. Tian and Mr. Pu in an effort to secure their approval of the sales, which was denied on the basis set out.
8. To the best of my information and belief, the Petitioner has been provided with copies of offers received on all PLW Secured Properties and have kept the Petitioner fully informed on the status of the properties.
9. To the best of my knowledge and belief, while admittedly these Respondents or some of them are in default of payment of the Petitioner's loans by the maturity date therefor, these Respondents have complied with their obligations with respect to sale of the properties.
10. I have read the affidavit of Amy Washington #1 sworn April 10, 2023. I was personally present at the May 2020 Loan Meeting and have personally participated in numerous further discussions with Mr. Tian and Mr. Pu regarding SLs 60 and 163. I confirm the evidence of Amy Washington at paragraphs 22 and 25 of her affidavit #1 regarding the May 2020 Loan Meeting.
11. I further confirm, based on my personal knowledge, the evidence of Amy Washington at paragraphs 26 to 33 of her affidavit #1.
12. I have also personally participated in the discussions with Mr. Tian which Amy Washington refers to at paras. 34 to 37 of her affidavit #1 regarding the imposition of an

additional subsequent condition as to the sale of the Prarda Lands before he would agree to release charges on SLs 60 and 163 which I confirm; in addition to the discussions with Mr. Tian which Amy refers to at paragraphs 42-43 of her affidavit #1 regarding the purpose of applying for a Receiver herein and the promise that if we did not oppose the appointment, the Petitioner would discharge its security to allow those strata lots to be transferred free and clear to their purchasers.

13. I swear this affidavit in support of these Respondent's application to discharge the Receiver or for a further stay of its appointment.

SWORN before me at the City of Vancouver,)
 in the Province of British Columbia, this)
15 day of April, 2023.)


 A Commissioner for taking affidavits in the)
 Province of British Columbia)



Edison Washington

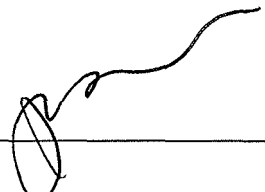
DANIEL S. PARLOW
 Barrister & Solicitor
 1100 - 505 Burrard Street
 Vancouver, B.C. V7X 1M5
 Telephone: (604) 331-8322

ENDORSEMENT OF INTERPRETER

I, Hsuehching Hung, of Vancouver, British Columbia, administrative assistant, certify that:

1. I have a knowledge of the English and Mandarin languages and I am competent to interpret from one to the other.
2. I am advised by the person affirming the affidavit and believe that the person affirming the affidavit understands the Mandarin language.
3. Before the affidavit on which this endorsement appears was made by the person affirming the affidavit, I correctly interpreted it for the person affirming the affidavit from the English language into the Mandarin language and the person affirming the affidavit appeared to fully understand the contents.

Dated April 13, 2023



Signature of interpreter

List of Properties Sold
Repayments to PLW

1. Prepayments to PLW from Sale Proceeds:					
PID	Address	Completion Date	Sale Price	Sale Proceeds Repaid to PLW	Notes
030-879-507	604-4963 Cambie St, Vancouver	2020-12-17	2,172,800.00	1,660,000.00	
030-879-892	306-5033 Cambie St, Vancouver	2021-04-09	695,238.10	670,725.76	
030-167-248	601-677 West 41st Ave, Vancouver	2021-10-29	1,780,000.00	283,579.54	
015-161-684	75 East 8th Ave, Vancouver	2021-11-30	13,728,000.00	1,600,000.00	
030-880-220	112-5077 Cambie St, Vancouver	2022-02-07	758,000.00	734,447.37	
007-090-536	506 West 27th Ave, Vancouver	2022-08-30	8,500,000.00	32,838,489.30	Includes the vendor-take-loan \$13,600,000.
003-650-278	4339 Cambie St, Vancouver	2022-08-30	8,500,000.00		
010-871-438	4361 Cambie St, Vancouver	2022-08-30	8,500,000.00		
010-871-471	4387 Cambie St, Vancouver	2022-08-30	8,500,000.00		
	Sub-total			37,787,241.97	
2. Prepayments to PLW from other sources					
Date	Description			Amount	
2020-10-14	7% lien holdback from 3 buildings released to PLW			7,946,646.12	
2022-01-25	Balance of trust account in Kornfeld re: Garibaldi lien refunded to PLW			258,183.17	
2022-08-29	Balance of trust account in Kornfeld re: AHH lien refunded to PLW			233,943.96	
2023-03-31	Prarda VTB interest paid directly to PLW- from Sept. 2022 to Mar. 2023			478,421.92	
	Sub-total			8,917,195.17	
1+2	Total repayments as of 2023-03-31			46,704,437.14	

This is Exhibit " A " referred to in the affidavit of Edison Washington sworn before me at Vancouver in the Province of British Columbia this 13 day of April A.D. 2023

[Signature]
A Commissioner for taking Affidavits within British Columbia