



This is the 4<sup>th</sup> affidavit  
of Avic Arenas in this case  
and was made on 17 / OCT / 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, **AVIC ARENAS**, of 250 Howe Street, 20<sup>th</sup> 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 #504 – 5033 Cambie Street, British Columbia, dated September 14, 2023, for the sum of \$1,658,000.00 (the "**Purchase Agreement**"), including Schedule A thereto.

3. Now shown to me and attached hereto as **Exhibit "B"** is a copy of the confirmation of subject removal in respect of the Purchase Agreement dated September 23, 2023.
4. Now shown to me and attached hereto as **Exhibit "C"** is a copy of the marketing history report prepared by Liana Fung of Exclusive Vancouver Real Estate Group.
5. Now shown to me and attached hereto as **Exhibit "D"** is a copy of the current title search, as at October 4, 2023, with respect to the subject property.

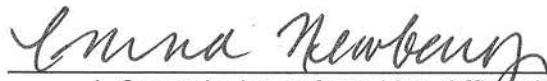
SWORN (OR AFFIRMED) BEFORE ME at  
Vancouver, BC, on 17/OCT/2023.

  
A Commissioner for taking Affidavits within  
British Columbia

  
AVIC ARENAS

EMMA T.T.Y. NEWBERY  
*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  
Avic Arenas sworn before me at Vancouver, BC  
this 17 day of October, 2023



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A Commissioner for taking Affidavits  
For British Columbia

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
  - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
  - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in section 9, which are staying on title before becoming legally bound. If you as the buyer are taking

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL (continued)

out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

### Costs to be Borne by the Seller

Lawyer or notary Fees and Expenses:  
 - attending to execution documents  
 Costs of clearing title, including:  
 - investigating title,  
 - discharge fees charged by encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission (plus GST).  
 Goods and Services Tax (if applicable).

### Costs to be Borne by the Buyer

Lawyer or notary Fees and Expenses:  
 - searching title,  
 - drafting documents.  
 Land Title Registration fees.  
 Survey Certificate (if required).  
 Costs of Mortgage, including:  
 - mortgage company's lawyer/notary,  
 - appraisal (if applicable),  
 - Land Title Registration fees.  
 Fire Insurance Premium.  
 Sales Tax (if applicable).  
 Property Transfer Tax.  
 Goods and Services Tax (if applicable).

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In addition to the above costs there maybe financial adjustments between the seller and the buyer pursuant to section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.





BCREA  
British Columbia  
Real Estate Association



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal Pacific Realty Corp. DATE: September 14 2023  
 ADDRESS: #100 - 1200 West 73rd Avenue Vancouver BC V6P6G5 PHONE: (604) 266-8989  
 PREPARED BY: Eric Kong MLS® NO: R2814270

BUYER: Bong Ling Lui  
 BUYER: Agnes Yuen Yan Au  
 BUYER: \_\_\_\_\_  
 ADDRESS: 207 677 W41st Avenue  
Vancouver  
 PC: V5Z 2N1

SELLER: Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of 1256306 B.C. Ltd.  
 SELLER: and not in its personal capacity  
 SELLER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PC: \_\_\_\_\_

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:

504 5033 CAMBIE STREET  
 UNIT NO. ADDRESS OF PROPERTY  
Vancouver BC V5Z 0H6  
 CITY/TOWN/MUNICIPALITY POSTAL CODE  
030-880-068  
 PID OTHER PID(S)

STRATA LOT 115, BLOCK 839, PLAN EPS4950, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE

### 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 \$1,658,000.00  
One Million Six Hundred Fifty-Eight 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 \$ 4,145.00

\_\_\_\_\_ (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 \$82,900.00 which will form part of the Purchase Price, will be paid **within** 24 hours of acceptance unless agreed as follows:

~~WITHIN 24 HOURS AFTER SUBJECT REMOVED BY BANK DRAFT~~  
 within 24 hours of buyers' subject removal by way of bank draft.

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

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PROPERTY ADDRESS

except as otherwise set out in this Section 2 and will be delivered in trust to ROYAL PACIFIC REALTY CORPORATION 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:

**FINANCING**

\* Subject to a new first mortgage being made available to the Buyer on or before SEPTEMBER 23, 2023. This condition is for the sole benefit of the Buyer.

\*Seller will allow bank appraiser access any time prior to Completion.

**INSPECTION**

\* Subject to the Buyer on or before SEPTEMBER 23, 2023, at Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$1,000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer.

\*The Seller will allow access to the property for this purpose on reasonable notice.

**TITLE SEARCH**

\* Subject to the Buyer on or before SEPTEMBER 23, 2023 obtaining and approving a copy of the title search results against the presence of any charge or other feature, whether registered or pending, that reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer.

\*If this condition is waived or declared fulfilled, the copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

**PROPERTY DISCLOSURE STATEMENT**

\* Subject to the Buyer on or before SEPTEMBER 23, 2023 obtaining and approving a Property Disclosure Statement, Strata Title Properties, with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential. This condition is for the sole benefit of the Buyer. \*If approved such statement will be incorporated into and form part of this contract.

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

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

**FIRE/PROPERTY INSURANCE**

\* Subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer on or before SEPTEMBER 23, 2023. This condition is for the sole benefit of the Buyer.

**STRATA INSURANCE:**

\* Subject to: (A) the Buyer reviewing and approving the terms and rates of the strata corporation's insurance, including the premium amounts, deductible amounts, and coverage limits thereunder and the date of expiration of such policy or policies; and (B) the Buyer confirming the Buyer's ability to obtain personal strata owner insurance on terms satisfactory to the Buyer, including coverage for any owner's portions of deductibles payable under the strata corporation's insurance, in each case on or before SEPTEMBER 23, 2023. These conditions are for the sole benefit of the Buyer.

\*Immediately upon execution and delivery of this Contract of Purchase and Sale by all parties, the Seller or the Seller's agent, will obtain copies of the strata corporation insurance policy or policies, or a summary of coverages, a cover note or a binder in respect of same, and will immediately, upon receipt, deliver such document(s) or cause such document(s) to be delivered to the Buyer or the Buyer's agent.

**STRATA DOCUMENTS**

\* Subject to the Buyer on or before SEPTEMBER 23, 2023 receiving and approving the following documents with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:

\* A current Form B Information Certificate (dated within 30 days of acceptance of this offer or issued since the last general meeting of the Strata Corporation, whichever is sooner) from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, and the most recent Depreciation Report obtained by the strata corporation;

\* A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;

\* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;

\* Engineering report (if any);

\* The minutes of any meeting held between the period from SEPTEMBER 2021 to SEPTEMBER 2023 by the strata council, and by the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and

\* The current insurance cover note explaining the strata corporation's insurance coverage and deductibles.

\* Include any other information, document, record or report the Buyer needs before being committed to buy.

\* The above subject clauses are to be removed on or before SEPTEMBER 23, 2023, and are for the sole benefit of the Buyer. All documents provided by the Seller remain the property of the Seller until all subjects are removed.

\*Immediately upon acceptance of this offer or counter-offer, the Seller will request, at the Seller's expense, complete copies of the documents listed above from the strata corporation and will immediately, upon receipt, and in any event no later than 72 hours prior to subject removal, deliver the documents to the Buyer (or the Buyer's agent).

**NOTIFICATION OF CHANGES IN BYLAWS OR RULES**

\* The Seller will notify the Buyer before the completion date of any notice of a resolution to amend the bylaws or rules of the strata corporation, or the bylaws or rules of a section to which the strata lot belongs, or any amendment to such bylaws or rules, that the Seller has not previously disclosed to the Buyer. The Seller will promptly deliver a copy of the relevant resolution or notice of resolution to the Buyer.

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

**SPECIAL LEVY**

\* If a special levy is approved before the completion date, the Seller(s) should credit the Buyer(s) with 100% of the portion of the special levy that the Buyer(s) is obligated to pay under the Strata Property Act and the Seller(s) hereby directs the Buyer's lawyer or notary public to holdback such credit from the sale proceeds and to remit it to the Strata Corporation

\* If a special assessment has been proposed but not passed by the Strata Corporation before the completion date, the Buyer(s) may hold back the amount of the proposed assessment and either pay the said amount to the Strata Corporation or if the proposed special assessment is defeated, pay said amount to the Seller(s).

**NO GROWTH OR MANUFACTURE OF ILLEGAL SUBSTANCES**

\* Seller represents and warrants that, during the time the Seller has owned the strata lot, neither the strata lot nor any limited common property associated with the strata lot has been used for the growth of marijuana or manufacture of any illegal substances. This 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, neither the strata lot nor any limited common property associated with the strata lot has ever been used for the growth of marijuana or manufacture of illegal substances.

**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.

**MATERIAL LATENT DEFECT**

\* The buyer acknowledges and having received from the Seller, separate written disclosure (PDS) of any material latent defects prior to making this offer, and the Buyer has had an opportunity to seek independent advice concerning any matters on that disclosure.

\* Notwithstanding any other representation, the Buyer is aware that the square footage, lot size, and room sizes as advertised are approximate and not guaranteed, and the Buyers are satisfied with the same as advertised.

**STRATA FEES, PARKING STALL AND STORAGE LOCKER**

\* The Buyer is aware that the monthly strata fees for the strata lot are \$830.23.

\* Parking stall(s) 35 and 36 associated with the strata lot is (are) designated under the following arrangement:

( ) Part of strata lot ( ) Limited common property ( ) Common Property ( ) Other: \_\_\_\_\_

\* Storage locker(s) 108 associated with the strata lot is (are) designated under the following arrangement:

( ) Part of strata lot ( ) Limited common property ( ) Common Property ( ) Other: \_\_\_\_\_

**BC SPECULATION AND VACANCY TAX AND EMPTY HOME TAX**

\* Further to Clause 5 "Adjustments" and Clause 15 "Costs", the Buyer and Seller agree that if the property is located in a city or municipality that assesses a Speculation & Vacancy Tax (SVT) and an Empty Home Tax (EHT), such taxes will be the liability and obligation of the Seller to pay. The amount of the tax owing will be adjusted on the Statement of Adjustments by the Buyer's lawyer or notary. The Seller will provide a true copy of their most recent "Declaration for an Exemption" for SVT and "Property Status Declaration" for EHT, other evidence as required, including a statutory declaration required by the Buyer's lawyer or notary.

\* The parties acknowledge and agree that the parties have been advised to seek independent legal advice regarding the Speculation & Vacancy Tax (SVT), Empty Home Tax (EHT) and the applicable taxes.

~~The Seller agrees to provide THREE SETS OF KEYS AND GARAGE TRANSMITTERS WHEN POSSESSION.~~

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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PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on November 15, 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  
November 16, 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 November 16, 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:

~~Air Conditioning, Clothes Washer & Dryer, Fridge, Stove, Dishwasher, Drapes/Window Coverings, Microwave, Smoke Alarm, Sprinkler, Fire~~

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**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 September 13, 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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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

504 5033 CAMBIE STREET

Vancouver

BC V5Z 0H6 PAGE 7 of 9 PAGES

## PROPERTY ADDRESS

- 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):

DS		
JS		

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 Ken Leong PREC\*

DESIGNATED AGENT(S)

Mary Porohowskiwho is/are licensed in relation to Oakwyn Realty Ltd.

BROKERAGE

BC	AY	
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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 Eric Kong

DESIGNATED AGENT(S)

who is/are licensed in relation to Royal Pacific Realty Corp.

BROKERAGE


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 \_\_\_\_\_

--	--	--

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.

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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.

BC	AY	
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BUYER'S INITIALS

DS		
JS		



SELLER'S INITIALS



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

504 5033 CAMBIE STREET Vancouver BC V5Z 0H6 PAGE 9 of 9 PAGES

PROPERTY ADDRESS

25. **OFFER:** This offer, or counter-offer, will be open for acceptance until 10 o'clock p.m. on September 15, 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 BC AY  
INITIALS

NO     
INITIALS

Authentisign  
BONG LING LUI

SEAL

BUYER

BONG LING LUI

PRINT NAME

WITNESS

Authentisign  
AGNES YUEN YAN AU

SEAL

BUYER

AGNES YUEN YAN AU

PRINT NAME

WITNESS

BUYER

PRINT NAME

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 9/15/2023, yr.   .

The Seller declares their residency:

RESIDENT OF CANADA AS  
INITIALS

NON-RESIDENT OF CANADA     
INITIALS

as defined under the *Income Tax Act*.

DocuSigned by:  
Anthony Joseph Tillman

SEAL

SELLER

Alvarez & Marshall Canada Inc., in its capacity as receiver

PRINT NAME and manager of 1256306 B.C. Ltd. and not in its personal capacity

WITNESS

AS

SEAL

SELLER

PRINT NAME

WITNESS

BC AY

SEAL

SELLER

PRINT NAME

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: C/O AGENT: KEN LEONG PREC\*, OAKWYN REALTY

Address: 400-1286 HOMER STREET, VANCOUVER BC, V6B 2Y5

Email: INFO@EXCLUSIVEVANCOUVER.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 SEPTEMBER 15, 2023 (the "**Final Acceptance Date**") and, if applicable, the date by which the Buyer must exercise the Rescission Right, is SEPTEMBER 20, 2023.

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

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: September 15, 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. The references in this Schedule to specific clauses in the Contract are references to the clause numbers in the standard form MLS contracts of purchase and sale (the "**MLS Contract**") used by the Chilliwack, Fraser Valley and Vancouver Real Estate Associations. If the Contract has different clause numbers than those contained in the MLS Contract, the terms of this Schedule will apply with the necessary changes and with equal effect notwithstanding the different clause numbers.
3. All references to the "**Property**" in the Contract and in this Schedule will be read as references to:

Civic Address: 504-5033 Cambie Street, Vancouver, BC V5Z 0H6

PID: 030-880-068

Legal Address: STRATA LOT 115 BLOCK 839 DISTRICT LOT 526 GROUP 1 NEW  
WESTMINSTER DISTRICT STRATA PLAN EPS4950

4. All references to the "**Seller**" in the Contract and in this Schedule will 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 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**").
5. This Contract may be terminated at the Seller's sole option if at any time:
  - (a) 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; or
  - (b) the Seller determines it is inadvisable to present the offer to the Court, andin any such event the Seller shall have no further obligations or liability to the Buyer under the Contract or otherwise.
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;
- (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, 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. 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.
- (e) **TEAM DISCLOSURE**  
In accordance with section 5-10 of the council rules, the Buyer(s) and Seller(s) acknowledge that the Seller(s) have a designated agency relationship with Exclusive Vancouver Real Estate Group which includes the following agents: Ken Leong PREC\*, Mary Porohowski, Liana Fung.
- (f) **FINANCING**  
\* Subject to a new first mortgage being made available to the Buyer on or before SEPTEMBER 23, 2023. This condition is for the sole benefit of the Buyer.\*Seller will allow bank appraiser access any time prior to Completion.
- (g) **INSPECTION**  
\* Subject to the Buyer on or before SEPTEMBER 23, 2023, at Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$1,000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer.\*The Seller will allow access to the property for this purpose on reasonable notice.
- (h) **STRATA DOCUMENTS**  
\* Subject to the Buyer on or before SEPTEMBER 23, 2023 receiving and approving the following documents, if available, with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential:  
  
\* A current Form B Information Certificate (dated within 30 days of acceptance of this offer or issued since the last general meeting of the Strata Corporation, whichever is sooner) from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, and the most recent Depreciation Report obtained by the strata corporation;  
\* A copy of the registered strata plan, any amendments to the strata plan, and any



- 3 -

resolutions dealing with changes to common property;

\* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;

\* Engineering report (if any);

\* The minutes of any meeting held between the period from SEPTEMBER 2021 to SEPTEMBER 2023 by the strata council, and by the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and

\* The current insurance cover note explaining the strata corporation's insurance coverage and deductibles.

\* Include any other information, document, record or report the Buyer needs before being committed to buy.

\* The above subject clauses are to be removed on or before SEPTEMBER 23, 2023, and are for the sole benefit of the Buyer. All documents provided by the Seller remain the property of the Seller until all subjects are removed.

\*Immediately upon acceptance of this offer or counter-offer, the Seller will request, at the Seller's expense, complete copies of the documents listed above from the strata corporation and will immediately, upon receipt, and in any event no later than 72 hours prior to subject removal, deliver the documents to the Buyer (or the Buyer's agent).

7. 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.

8. **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;
- (b) The Buyer accepts the Property "**as is, where is**" as of the Possession Date and saves the Seller harmless from all claims resulting from or relating 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; and
- (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.

9. **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 registered owner(s) of the Property.

10. **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.

11. **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.

12. **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.

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13. No property condition disclosure statement concerning the Property forms part of the Contract whether or not such a statement is attached to it.

14. **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.

15. 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.
16. 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.
17. 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.
18. The Buyer acknowledges and agrees that it is acquiring the Property on an "as is, where is" basis, without any representation or warranty on the part of the Seller. The Seller shall not be

- 6 -

required to provide any certificate or statutory declaration in respect of any fact or matter related to the Property. The Seller may, at the request of the Buyer, request that the registered owner provide a certificate or statutory declaration in respect of any fact or matter related to the Property, but delivery of such shall not be a condition to closing.

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

**BUYERS:**

\_\_\_\_\_  
Witness

Authentisign  
*BONG LING LUI*

\_\_\_\_\_  
**BUYER NAME: BONG LING LUI**  
09/15/23

\_\_\_\_\_  
Witness

Authentisign  
*AGNES YUEN YAN AU*

\_\_\_\_\_  
**BUYER NAME: AGNES YUEN YAN AU**

**SELLER:**

\_\_\_\_\_  
Witness

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

DocuSigned by:  
*Anthony Joseph Tillman*

Per: **Anthony Joseph Tillman**



This is **Exhibit "B"** referred to in the affidavit of  
Avic Arenas sworn before me at Vancouver, BC  
this 17 day of October, 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 ADDENDUM / AMENDMENT

MLS® NO: R2814270DATE: September 23 2023RE: ADDRESS: 504 5033 CAMBIE STREET VANCOUVER BC V5Z 0H6LEGAL DESCRIPTION: STRATA LOT 115, BLOCK 839, PLAN EPS4950, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATEPID: 030-880-068 OTHER PID(S): \_\_\_\_\_

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

DATED September 14 2023 MADE BETWEEN Bong Ling LuiAgnes Yuen Yan Au\_\_\_\_\_  
AS BUYER(S), ANDAlvarez & Marsal Canada Inc., in its capacity asreceiver and manager of 1256306 B.C. Ltd. and not in its personal capacityAS SELLER(S) AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:  
TO REMOVE THE FOLLOWING SUBJECT:**FINANCING**

\* Subject to a new first mortgage being made available to the Buyer on or before September 23, 2023. This condition is for the sole benefit of the Buyer. Seller will allow bank appraiser access any time prior to Completion.

Authentic  
BONG LING LUI

SEAL

BUYER

Bong Ling Lui

PRINT NAME

WITNESS

Authentic  
AGNES YUEN YAN AU

SEAL

BUYER

Agnes Yuen Yan Au

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

Alvarez & Marsal Canada Inc., in its capacity as receiver

PRINT NAME

WITNESS

SELLER

and manager of 1256306 B.C.Ltd. and not in its personal

PRINT NAME

WITNESS

SELLER

capacity

PRINT NAME

WITNESS



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE ADDENDUM / AMENDMENT

MLS® NO: R2814270 DATE: September 23 2023  
 RE: ADDRESS: 504 5033 CAMBIE STREET VANCOUVER BC V5Z 0H6  
 LEGAL DESCRIPTION: STRATA LOT 115, BLOCK 839, PLAN EPS4950, DISRICT LOT 526, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE  
 PID: 030-880-068 OTHER PID(S): \_\_\_\_\_

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

DATED September 14 2023 MADE BETWEEN Bong Ling Lui

Agnes Yuen Yan Au

AS BUYER(S), AND

Alvarez & Marsal Canada Inc., in its capacity as

receiver and manager of 1256306 B.C. Ltd. and not in its personal capacity

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

### INSPECTION

\* Subject to the Buyer on or before September 23, 2023, at Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$1,000.00 and which reasonably may adversely affect the property's use or value. This condition is for the sole benefit of the Buyer. The Seller will allow access for the property for this purpose on reasonable notice.

Authentic  
BONG LING LUI

SEAL

BUYER

Bong Ling Lui

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WITNESS

Authentic  
AGNES YUEN YAN AU

SEAL

BUYER

Agnes Yuen Yan Au

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SELLER

Alvarez & Marsal Canada Inc., in its capacity as receiver

PRINT NAME

WITNESS

SELLER

and manager of 1256306 B.C.Ltd. and not in its personal

PRINT NAME

WITNESS

SELLER

capacity

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: R2814270 DATE: September 23 2023  
RE: ADDRESS: 504 5033 CAMBIE STREET VANCOUVER BC V5Z 0H6  
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PID: 030-880-068 OTHER PID(S): \_\_\_\_\_

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

DATED September 14 2023 MADE BETWEEN Bong Ling Lui

Agnes Yuen Yan Au

AS BUYER(S), AND

Alvarez & Marsal Canada Inc., in its capacity as

receiver and manager of 1256306 B.C. Ltd. and not in its personal capacity

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

TO REMOVE THE FOLLOWING SUBJECT:

STRATA DOCUMENTS

- \* Subject to the Buyer on or before SEPTEMBER 23, 2023 receiving and approving the following documents, if available, with respect to information that reasonably may adversely affect the use or value of the strata lot, including any bylaw, item of repair or maintenance, special levy, judgment or other liability, whether actual or potential;
  - \* A current Form B Information Certificate (dated within 30 days of acceptance of this offer or issued since the last general meeting of the Strata Corporation, whichever is sooner) from the strata corporation, attaching the strata corporation's rules, current budget and the developer's Rental Disclosure Statement, and the most recent Depreciation Report obtained by the strata corporation;
  - \* A copy of the registered Strata Plan, any amendments to the Strata Plan, and any resolutions dealing with changes to common property;
  - \* The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;
  - \* Engineering report (if any);
  - \* The minutes of any meeting held between the period from SEPTEMBER 2021 to SEPTEMBER 2023 by the strata council, and by the members in annual, extraordinary or special general meetings, and by the members or the executive of any section to which the strata lot belongs; and
  - \* The current insurance cover note explaining the strata corporation's insurance coverage and deductibles.
  - \* Include any other information, document, record or report the Buyer needs before being committed to buy.
- \* The above subject clauses are to be removed by SEPTEMBER 23, 2023, and are for the sole benefit of the Buyer. All documents provided by the Seller remain the property of the Seller until all subjects are removed.

Authentic  
**BONG LING LUI**

BUYER

**Bong Ling Lui**

PRINT NAME

WITNESS

SEAL

Authentic  
**AGNES YUEN YAN AU**

BUYER

**Agnes Yuen Yan Au**

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BUYER

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SELLER

Alvarez & Marsal Canada Inc., in its capacity as receiver

PRINT NAME

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SELLER

and manager of 1256306 B.C.Ltd. and not in its personal

PRINT NAME

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capacity

PRINT NAME

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SEAL



This is **Exhibit "C"** referred to in the affidavit of  
Avic Arenas sworn before me at Vancouver, BC  
this 17 day of October, 2023

  
A Commissioner for taking Affidavits  
For British Columbia

# MARKETING REPORT

PRESENTED TO  
Alvarez and Marsal Canada Inc.

PRESENTED BY  
Exclusive Vancouver Real Estate Group

FOR THE MARKETING AND SALES OF

504-5033 Cambie Street  
The Washington Properties Portfolio,  
The "Lands" No. H220369

September 27, 2023



Expert Knowledge. Exceptional Service.



Exclusive Vancouver Real Estate Group  
4<sup>th</sup> Floor, 1286 Homer Street  
Vancouver BC V6B 2Y5

604 662 8611  
[info@exclusivevancouver.com](mailto:info@exclusivevancouver.com)  
[exclusivevancouver.com](http://exclusivevancouver.com)



OAKWYN REALTY

**Property Details:**

- Address: #504-5033 Cambie Street, Vancouver BC, V5Z 0H6
- Legal Description: STRATA LOT 115 BLOCK 839 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4950 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
- Total Square Footage: 1,462 sq.ft.
- Bedrooms: 3
- Bathrooms: 2.5
- Special Features: Concrete construction, Air Conditioning, large west-facing balcony on the quiet side of the building and a large east facing balcony off the master bedroom, 2 parking stalls, 1 storage locker.
- Condition: Good. Painting and minor repairs required and to be undertaken by buyer.

**MLS Listing Information:**

- Listing Price: \$1,588,800
- Listing Date: September 11, 2023
- Days on Market: 16
- MLS Listing Information: [MLS Listing Link](#)

**Pricing Strategy:**

- Court ordered sales can limit the amount of interested buyers due to the uncertain nature and the "as is where is" requirement. This was taken into consideration when determining a pricing strategy.
- The goals of the pricing strategy were to attract a large pool of prospects, create urgency and offer a value proposition. Thus, 504-5033 Cambie Street was priced at a competitive \$1087/SF.
- This pricing strategy has been successful in generating interest from numerous potential buyers.
- The average sold price/SF of the last three, 3 bedroom sales within the development this year is **\$1,124.85/SF**. We did not include the sale of #605-5033 Cambie Street in our average \$/SF calculation because it was a penthouse home that included a 689 SF roof deck. We've included the sale details of #605 in the following table to provide a comprehensive recent sales history for the building.



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### Development Summary of Comparable 3 Bedroom Listings and Sales:

[Click Here to View Listings](#)

ML #	Status	Address	Beds	Baths	Size (sq.ft.)	Parking	Locker	List Date	List Price	List \$/SF	DOM	Sold Date	Sold Price	Sold \$/SF	SP/LP Ratio	Notes
R2767188	Active	601 4963 CAMBIE STREET	3	3	1,565	3	Y	4/12/2023	\$2,088,000	\$1,334.19	168					Penthouse Home.
R2795229	Active	602 5077 CAMBIE STREET	3	3	1,547	2	Y	7/4/2023	\$1,888,800	\$1,220.94	85					COURT ORDERED LISTING. Penthouse Home.
R2814270	Active	504 5033 CAMBIE STREET	3	3	1,462	2	Y	9/11/2023	\$1,588,800	\$1,086.73	16					SUBJECT PROPERTY, COURT ORDERED LISTING.
R2795226	Sold	505 5033 CAMBIE STREET	3	3	1,375	2	Y	7/4/2023	\$1,488,800	\$1,082.76	67	9/9/2023	\$1,603,000	\$1,165.82	1.08	COURT APPROVED SALE.
R2795217	Sold	504 4963 CAMBIE STREET	3	3	1,544	2	Y	7/4/2023	\$1,688,800	\$1,093.78	28	8/9/2023	\$1,660,000	\$1,075.13	0.98	COURT APPROVED SALE.
R2801230	Sold	406 5077 CAMBIE STREET	3	2	1,342	2	Y	7/24/2023	\$1,480,000	\$1,102.83	57	8/1/2023	\$1,530,000	\$1,140.09	1.03	They received 3 offers resulting in an over asking sale price of \$1,530,000.
R2757184	Sold	605 5033 CAMBIE STREET	3	3	1,380	2	Y	3/3/2023	\$1,888,000	\$1,368.12	81	5/23/2023	\$1,728,000	\$1,252.17	0.92	COURT APPROVED SALE. This is a penthouse home with 689 SF roof deck.
AVERAGES OF SOLD PROPERTIES			3	2.75	1,410	2			\$1,636,400	\$1,160.36	58.25		\$1,630,250	\$1,156.00	1.0025	

### Marketing Activities Summary:

- Property has been posted on MLS with professional photographs and professional staging.
- Buyers visiting the property have received a detailed 4-page feature sheet with photos and floorplan.
- Showings have been conducted by private appointment.
- Follow-up and information requests are responded in a timely manner to all prospects who visited the property.
- We will continue to market and show the property to encourage interested buyers to write an offer on the court date.

### Marketing Results:

- As of September 27<sup>th</sup>, the marketing efforts resulted in 10 private appointments.
- An over asking offer of \$1,658,000 (\$1,134/SF) was received from an interested party on September 14<sup>th</sup>. Subjects were removed on September 23<sup>rd</sup>.
- There are 2 parties who would like to be notified of the court date.



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OAKWYN REAL ESTATE

**MLS Listing Activity Report:**

ML # R2814270  
 Address 504 5033 CAMBIE STREET  
 City Vancouver  
 Province BC  
 Postal Code V5Z 0H6

List Price \$1,588,800  
 Status Active  
 Class Residential Attached  
 Type Apartment/Condo  
 Area Vancouver West

**Listing Statistics**

Matched Saved Searches	637	Total Hits	542
Matched Contacts	671	Agent Hits	351
Property Details Viewed	542	Unique Agent Hits	232
Views from Email	159	Client Hits	191
Favorite/Possible/Cart	6	Unique Client Hits	146
Emailed from System	657		

**General feedback received from potential buyers after showings:**

- Potential buyers have liked the spacious layout.
- Some prospects did not like that the property faces upcoming construction which will potentially block views and create construction noise.
- Some prospects felt the 3<sup>rd</sup> bedroom was small.
- The uncertainty of not knowing if you will be outbid on the court date and the inability to plan a move-in date have been factors for some buyers to not write an offer, to date.
- There are some concerns about the "as is where" terms of the court ordered sale.
- Strata Issues:
  - The unkept landscaping surrounding the development without a clearly outlined maintenance program has been an outstanding issue.
  - Unfurnished amenity rooms and ill-equipped gym (missing free weights) hasn't been received well.
  - EV charging in parking stalls is unfortunately currently unavailable.

**Activity Report with Showing Feedback:**

Click the following link for a summary table of all showings and property viewings, including dates, times, and the names of potential buyers or their agents.

[ACTIVITY REPORT – as of September 27, 2023](#)



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 4<sup>th</sup> Floor, 1286 Homer Street  
 Vancouver BC V6B 2Y5

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[exclusivevancouver.com](http://exclusivevancouver.com)



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**Market Conditions and Relevant Market Trends from the August 2023 Statistics Report provided by the Real Estate Board of Greater Vancouver:**

- As summer winds to a close, higher borrowing costs have begun to permeate the Metro Vancouver housing market in predictable ways, with price gains cooling and sales slowing along the typical seasonal pattern.
- The benchmark price for all residential properties in Metro Vancouver is \$1,208,400. This represents a 2.5% increase over August 2022 and a 0.2% decrease over July 2023.
- Sales of apartment homes reached 1,270 in August 2023, a 27.4 per cent increase compared to the 997 sales in August 2022. The benchmark price of an apartment home is \$770,000. This represents a 4.4 per cent increase from August 2022 and a 0.2 per cent decrease compared to July 2023.
- The sales-to-active listings ratio for all property types in August 2023 is 23.9 per cent. By property type, the ratio is 14.2 per cent for detached homes, 30.3 per cent for townhomes, and 31.9 per cent for apartments. Prices often experience upward pressure when this ratio surpasses 20% over several months.

**Conclusion:**

Please feel free to review the report and let us know if there are any specific details or sections you would like to be further emphasized or expanded upon. This marketing report aims to provide a comprehensive overview of the marketing efforts and their results to assist the Receiver in making informed decisions.



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OAKWYN REALTY



Presented by:  
**Liana Fung**

Oakwyn Realty Ltd.

Phone: 604-722-4667

<http://www.exclusivevancouver.com>

[liana@exclusivevancouver.com](mailto:liana@exclusivevancouver.com)



OAKWYN REALTY  
Vancouver

Active  
**R2814270**

Board: V  
Apartment/Condo

**504 5033 CAMBIE STREET**

Vancouver West  
Cambie  
V5Z 0H6

Residential Attached  
**\$1,588,800 (LP)**  
(SP)



Sold Date: If new, GST/HST inc?: Original Price: **\$1,588,800**  
Meas. Type: Bedrooms: **3** Approx. Year Built: **2019**  
Frontage(feet): Bathrooms: **3** Age: **4**  
Frontage(metres): Full Baths: **2** Zoning: **CD-1**  
Depth / Size (ft.): Half Baths: **1** Gross Taxes: **\$4,990**  
Sq. Footage: **0.00** For Tax Year: **2022**  
Flood Plain: P.I.D.: **030-880-068** Tax Inc. Utilities?:  
View: **Yes : Mountain & Green Treed City ww** Tour:  
Complex / Subdiv: **35 PARK WEST**  
First Nation Reserv...  
Services Conndct: **Electricity, Natural Gas, Sanitary Sewer, Water**  
Sewer Type: **City/Municipal** Water Supply: **City/Municipal**

Style of Home: **1 Storey, Penthouse, Upper Unit**  
Construction: **Concrete**  
Exterior: **Mixed**  
Foundation: **Concrete Perimeter**

Renovations:  
# of Fireplaces: **0** R.I. Fireplaces:  
Fireplace Fuel:  
Fuel/Heating: **Heat Pump**  
Outdoor Area: **Balcony(s)**  
Type of Roof: **Other**

Reno. Year:  
Rain Screen:  
Metered Water:  
R.I. Plumbing:

Total Parking: **2** Covered Parking: **2** Parking Access: **Lane, Rear**  
Parking: **Garage; Underground**  
Dist. to Public Transit: **CLOSE** Dist. to School Bus: **CLOSE**  
Title to Land: **Freehold Strata**  
Property Disc.: **No**  
Fixtures Leased: :  
Fixtures Rmvd: :  
Floor Finish: **Mixed**

Legal: **STRATA LOT 115, BLOCK 839, PLAN EPS4950, DISTRICT LOT 526, GROUP 1, NEW WESTMINSTER LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPER PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE**

Amenities: **Air Cond./Central, Bike Room, Club House, Elevator, Garden, In Suite Laundry**

Site Influences: **Adult Oriented, Recreation Nearby, Shopping Nearby**

Features: **Air Conditioning, ClthWsh/Dryr/Frdg/Stve/DW, Drapes/Window Coverings, Microwave, Smoke Alarm, Sprinkler - Fire**

Finished Floor (Main): <b>1,462</b>	Units in Development: <b>183</b>	Tot Units in Strata: <b>183</b>	Locker: <b>Yes</b>
Finished Floor (Above): <b>0</b>	Exposure: <b>Southwest</b>	Storeys in Building: <b>6</b>	
Finished Floor (AbvMain2): <b>0</b>	Mgmt. Co's Name: <b>First Service Residential</b>	Mgmt. Co's #: <b>604-683-8900</b>	
Finished Floor (Below): <b>0</b>	Maint Fee: <b>\$830.23</b>	Council/Park Apprv?:	
Finished Floor (Basement): <b>0</b>	Maint Fee Includes: <b>Caretaker, Garbage Pickup, Gardening, Hot Water, Management, Recreation Facilit</b>		
Finished Floor (Total): <b>1,462 sq. ft.</b>	<b>Snow removal</b>		
Unfinished Floor: <b>0</b>			

Grand Total: **1,462 sq. ft.**

Bylaws Restrictions: **Pets Allowed w/Rest., Rentals Allwd w/Restrctns**

Restricted Age:

# of Pets: **2**

Cats: **Yes** Dogs:

Suite:

Basement: **None**

Crawl/Bsmt. Ht:

# of Kitchens: **1**

# of Levels: **1**

# of Rooms: **9**

# or % of Rentals Allowed:

Short Term (<1yr)Rnt/Lse Alwd?: **Yes**

Short Term Lse-Details:

**Minimum 30 day lease term**

Floor	Type	Dimensions	Floor	Type	Dimensions	Bath	Floor	# of Pieces	Ensuite?
Main	Living Room	13'4 x 15'10	Main	Foyer	10'2 x 9'10	1	Main	5	Yes
Main	Dining Room	12' x 7'6			x	2	Main	4	No
Main	Kitchen	15'7 x 8'7			x	3	Main	2	No
Main	Primary Bedroom	13'11 x 9'11			x	4			
Main	Bedroom	18'4 x 8'8			x	5			
Main	Walk-In Closet	5'1 x 4'5			x	6			
Main	Bedroom	9'10 x 8'8			x	7			
Main	Storage	11'6 x 3'4			x	8			

Listing Broker(s): **Oakwyn Realty Ltd.**

**Oakwyn Realty Ltd.**

**Oakwyn Realty Ltd.**

Welcome home to this stunning 3-bedroom and den sub-penthouse in 35 Park West. Enjoy breathtaking sunsets from the comfort of your large peaceful west facing balcony. This concrete building comes with the added convenience of AIR CONDITIONING. Step inside to discover engineered wood flooring, overheight ceilings and a pantry wall & high-end Miele appliances with a gas stove in your chef's kitchen. The open and spacious living and dining areas are perfect for entertaining. Situated in the desirable Cambie Corridor, you'll have easy access to King Ed Skytrain Station, Q.E. II Hillcrest Ctr, Riley Park Farmer's Market, Oakridge & more. 2 parking spaces & 1 locker included. Don't miss the opportunity to make this exceptional property your own.

The above information is provided by members of the BC Northern Real Estate Board, Chilliwack & District Real Estate Board, Fraser Valley Real

10/4/23, 1:31 PM

View Listings

REA Full Public  
1 Page

Estate Board or Real Estate Board of Greater Vancouver Board ("the Boards") and is from sources believed reliable but should not be relied upon without verification. The Boards assume no responsibility for its accuracy. PREC\* indicates 'Personal Real Estate Corporation'.

10/4/2023 04

This is **Exhibit "D"** referred to in the affidavit of  
Avic Arenas sworn before me at Vancouver, BC  
this 17 day of October, 2023

  
A Commissioner for taking Affidavits  
For British Columbia

**TITLE SEARCH PRINT**

File Reference: 529227-23

Declared Value \$1490000

2023-10-04, 11:56:07

Requestor: Avic Arenas

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

<b>Title Issued Under</b>	STRATA PROPERTY ACT (Section 249)
<b>Land Title District</b> Land Title Office	VANCOUVER VANCOUVER
<b>Title Number</b> From Title Number	CA8411404 CA7695199
<b>Application Received</b>	2020-09-04
<b>Application Entered</b>	2020-12-07
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	1256306 B.C. LTD., INC.NO. BC1256306 1460 - 701 WEST GEORGIA STREET VANCOUVER, BC V7Y 1E4
<b>Taxation Authority</b>	Vancouver, City of
<b>Description of Land</b> Parcel Identifier: Legal Description:	030-880-068 STRATA LOT 115 BLOCK 839 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4950 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
<b>Legal Notations</b>	NONE
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	RIGHT OF WAY 140837M 1951-06-29 10:40 CITY OF VANCOUVER INTER ALIA NORTH 5 FEET PART FORMERLY LOT 8 PLAN 8513



**TITLE SEARCH PRINT**

File Reference: 529227-23

Declared Value \$1490000

2023-10-04, 11:56:07

Requestor: Avic Arenas

Nature: EASEMENT AND INDEMNITY AGREEMENT  
Registration Number: 165697M  
Registration Date and Time: 1953-02-10 10:00  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA  
PART FORMERLY LOT 2 PLAN 8513

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA4388048  
Registration Date and Time: 2015-05-08 17:41  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA4388050  
Registration Date and Time: 2015-05-08 17:41  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA4388051  
Registration Date and Time: 2015-05-08 17:41  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA4388053  
Registration Date and Time: 2015-05-08 17:41  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA4388055  
Registration Date and Time: 2015-05-08 17:41  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA

Nature: COVENANT  
Registration Number: CA4388057  
Registration Date and Time: 2015-05-08 17:41  
Registered Owner: CITY OF VANCOUVER  
Remarks: INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 529227-23

Declared Value \$1490000

2023-10-04, 11:56:07

Requestor: Avic Arenas

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA5114500
Registration Date and Time:	2016-04-18 06:54
Registered Owner:	SHAW CABLESYSTEMS LIMITED
Remarks:	INCORPORATION NO. A0075382 INTER ALIA
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA6109737
Registration Date and Time:	2017-06-29 16:45
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA6290546
Registration Date and Time:	2017-09-12 09:21
Registered Owner:	FORTISBC ENERGY INC.
Remarks:	INCORPORATION NO. BC1023718 INTER ALIA
Nature:	MORTGAGE
Registration Number:	CA7037305
Registration Date and Time:	2018-08-30 17:02
Registered Owner:	PLW INVESTMENT LTD.
Transfer Number:	INCORPORATION NO. BC1189338 CA9040575
Remarks:	INTER ALIA
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA7037306
Registration Date and Time:	2018-08-30 17:02
Registered Owner:	PLW INVESTMENT LTD.
Transfer Number:	INCORPORATION NO. BC1189338 CA9040576
Remarks:	INTER ALIA
Nature:	MORTGAGE
Registration Number:	CA7037322
Registration Date and Time:	2018-08-30 17:16
Registered Owner:	PLW INVESTMENT LTD.
Transfer Number:	INCORPORATION NO. BC1189338 CA8372866
Remarks:	INTER ALIA

**TITLE SEARCH PRINT**

File Reference: 529227-23

Declared Value \$1490000

2023-10-04, 11:56:07

Requestor: Avic Arenas

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

ASSIGNMENT OF RENTS  
 CA7037323  
 2018-08-30 17:16  
 PLW INVESTMENT LTD.  
 INCORPORATION NO. BC1189338  
 CA8372867  
 INTER ALIA

Transfer Number:  
 Remarks:

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Remarks:

PRIORITY AGREEMENT  
 CA7040559  
 2018-08-31 11:57  
 INTER ALIA  
 GRANTING CA7037305 PRIORITY OVER CA7037322 AND  
 CA7037323

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Remarks:

PRIORITY AGREEMENT  
 CA7040560  
 2018-08-31 11:57  
 INTER ALIA  
 GRANTING CA7037306 PRIORITY OVER CA7037322 AND  
 CA7037323

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:

OPTION TO LEASE  
 CA7614154  
 2019-07-10 15:33  
 35 PARK PARKING INC.  
 INCORPORATION NO. BC1200395  
 INTER ALIA

Remarks:

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Registered Owner:  
 Remarks:

COVENANT  
 CA7695079  
 2019-08-20 10:00  
 CITY OF VANCOUVER  
 INTER ALIA

Nature:  
 Registration Number:  
 Registration Date and Time:  
 Remarks:

PRIORITY AGREEMENT  
 CA7695082  
 2019-08-20 10:00  
 INTER ALIA  
 GRANTING CA7695079 PRIORITY OVER CA7037305 AND  
 CA7037306

**TITLE SEARCH PRINT**

File Reference: 529227-23

Declared Value \$1490000

2023-10-04, 11:56:07

Requestor: Avic Arenas

Nature: PRIORITY AGREEMENT  
Registration Number: CA7695083  
Registration Date and Time: 2019-08-20 10:00  
Remarks: INTER ALIA  
GRANTING CA7695079 PRIORITY OVER CA7037322 AND  
CA7037323

Nature: PRIORITY AGREEMENT  
Registration Number: CA7695084  
Registration Date and Time: 2019-08-20 10:00  
Remarks: INTER ALIA  
GRANTING CA7695079 PRIORITY OVER CA7614154

Nature: MORTGAGE  
Registration Number: CA7787470  
Registration Date and Time: 2019-10-02 14:18  
Registered Owner: PLW INVESTMENT LTD.  
INCORPORATION NO. BC1189338  
Transfer Number: CA8372868  
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA7787471  
Registration Date and Time: 2019-10-02 14:18  
Registered Owner: PLW INVESTMENT LTD.  
INCORPORATION NO. BC1189338  
Transfer Number: CA8372869  
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT  
Registration Number: CA7796099  
Registration Date and Time: 2019-10-07 16:10  
Remarks: INTER ALIA  
GRANTING CA7037306 PRIORITY OVER CA7787470 AND  
CA7787471

Nature: MORTGAGE  
Registration Number: CA8202887  
Registration Date and Time: 2020-05-22 13:20  
Registered Owner: PLW INVESTMENT LTD.  
INCORPORATION NO. BC1189338  
Remarks: INTER ALIA  
EXTENDED BY CA8410389  
MODIFIED BY CA8410390

**TITLE SEARCH PRINT**

File Reference: 529227-23

Declared Value \$1490000

2023-10-04, 11:56:07<sup>37</sup>

Requestor: Avic Arenas

Nature: MODIFICATION  
Registration Number: CA8410390  
Registration Date and Time: 2020-09-03 16:50  
Remarks: INTER ALIA  
MODIFICATION OF CA8202887

Nature: STRATA PROPERTY ACT LIEN  
Registration Number: CA9094528  
Registration Date and Time: 2021-06-14 13:29  
Registered Owner: THE OWNERS STRATA PLAN EPS4950

Nature: STRATA PROPERTY ACT LIEN  
Registration Number: CB134755  
Registration Date and Time: 2022-08-05 14:07  
Registered Owner: THE OWNERS, STRATA PLAN EPS4950

Nature: CERTIFICATE OF PENDING LITIGATION  
Registration Number: CB224804  
Registration Date and Time: 2022-09-15 16:21  
Registered Owner: PLW INVESTMENT LTD.  
INCORPORATION NO. BC1189338  
Remarks: INTER ALIA

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE