

This is the 6th affidavit
of Avic Arenas in this case
and was made on 11 / DEC / 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

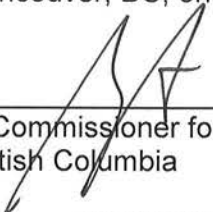
I, **AVIC ARENAS**, of 250 Howe Street, 20th Floor, Vancouver, BC, Paralegal, SWEAR (OR
AFFIRM) THAT:

1. I am employed by the law firm of Dentons Canada LLP, solicitors for Alvarez & Marsal Canada Inc., in its capacity as court appointed receiver and manager (the "**Receiver**"), and as such have personal knowledge of the matters herein deposed to, except those facts which I say are based upon information and belief and as to those facts I truly believe them to be true.

2. Now shown to me and attached hereto as **Exhibit "A"** is a copy of an offer to purchase the property that is located at 4408 West 3rd Avenue, Vancouver, British Columbia, dated November 7, 2023 and amended November 25, 2023, for the sum of \$5,550,000.00 (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 November 17, 2023.
4. Now shown to me and attached hereto as **Exhibit "C"** is a copy of the correction of the purchaser's name in respect of the Purchase Agreement dated November 25, 2023.
5. Now shown to me and attached hereto as **Exhibit "D"** is a copy of the marketing history report prepared by Liana Fung of Exclusive Vancouver Real Estate Group.
6. Now shown to me and attached hereto as **Exhibit "E"** is a copy of the current title search, as at December 11, 2023, with respect to the subject property.

SWORN (OR AFFIRMED) BEFORE ME at
Vancouver, BC, on 11/DEC/2023.




A Commissioner for taking Affidavits within
British Columbia

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



AVIC ARENAS

This is **Exhibit "A"** referred to in the affidavit of
Avic Arenas sworn before me at Vancouver, BC
this 11 day of December, 2023



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).

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.



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Amex Broadway West Realty DATE: November 7 2023
 ADDRESS: #201 - 1055 West Broadway Vancouver BC V6H1E2 PHONE: (604) 738-8878
 PREPARED BY: Wei Du PREC* MLS® NO: R2820937

BUYER: Lu, Nina SELLER: Alvarez & Marsal Canada Inc.
 BUYER: _____ SELLER: in its capacity as court-appointed receiver
 BUYER: _____ SELLER: of Amy Barsha Washington and not in its
 ADDRESS: 2856 West 30th Avenue SELLER: personal capacity.
Vancouver PC: V6L 2B4 ADDRESS: 4408 West 3rd Avenue Vancouver
Vancouver PC: V6R 1N1

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:

4408 W 3RD AVENUE
 UNIT NO. ADDRESS OF PROPERTY
Vancouver BC V6R 1N1
 CITY/TOWN/MUNICIPALITY POSTAL CODE
013-255-495
 PID OTHER PID(S)

LOT 9, BLOCK 138, PLAN VAP2992, DISTRICT LOT 540, NEW WESTMINSTER LAND DISTRICT, OF
 LOT 3

LEGAL DESCRIPTION

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

1. **PURCHASE PRICE:** The Purchase Price of the Property will be ~~\$5,400,000.00~~ ~~\$6,800,000~~ ~~5,500,000.00~~
~~Five Million Four Hundred Thousand~~ ~~Five Million Five Hundred Thousand~~ ~~Five Million Five Hundred Fifty Thousand~~
~~Five~~ ~~Five Million Five Hundred Fifty Thousand~~ DOLLARS (Purchase Price)

and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ ~~13,500.00~~ \$ ~~16,750~~ ~~13,750.00~~ ~~15,150.00~~ 13,875.00

(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.

2. **DEPOSIT:** A deposit of \$500,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
5 business days

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

BUYER'S INITIALS

SELLER'S INITIALS

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Vancouver

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PROPERTY ADDRESS

except as otherwise set out in this Section 2 and will be delivered in trust to Amex Broadway West Realty in Trust and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

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

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

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

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

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

The Seller will supply original Occupancy Permit, 2-5-10 years New Home Warranty and all construction drawings to the Buyer on the Possession Date.

The Seller represents and warrants to the Buyer that the Property is not subject to the Empty Homes Tax ("EHT") or Speculation Tax and acknowledges, covenants and agrees:

a. To assume all liability in relation to the EHT or Speculation Tax for the 2022 taxation year (the "Tax Period");

b. To release, indemnify and save harmless the Buyer from any and all liability, manner of actions, whether actual or threatened, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands arising out of or in relation to the EHT or Speculation Tax for the Tax Period;

c. To provide the Buyer with a copy of the filed Property Status Declaration "PSD" at least 5 days prior to the Completion Date;

d. To provide the Buyers with a statutory declaration and an indemnity prior to the Completion Date regarding the EHT or Speculation Tax and the PSD prepared by the Buyer's conveyancer in accordance with standard conveyancing practices; and

e. That, if EHT or Speculation Tax is payable for the Tax Period, the EHT or speculation Tax will be borne solely by the Seller and there will be an adjustment for this at closing

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

The Seller will provide access for a bank appraiser with reasonable notice to the sellers.

The seller will have the property professional cleaned and remove all the garbage and debris from the property before possession.

DS
The Seller will allow Buyers to access to the property 2 times before completion date with 24 hours earlier notice.

DS
The Buyer and Seller are advised to get independent accounting and legal advice prior to entering into this Contract of Purchase and Sale.

DS
Buyer is advised that the Property Transfer Tax in the amount of 1% of the first \$200,000.00; 2% between \$200,000.00 to \$2,000,000.00 and 3% between \$2,000,000.00 to \$3,000,000.00; and 5% of the balance on the purchase price is payable by the Buyer upon completion.

The Buyer is aware that all measurements, room size, square footage, and lot size are approximate and if important the Buyer has re-measured or will re-measure and verify all information to their own satisfaction.

The Buyer is a Canadian Permanent Resident.

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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[Signature Box]

BUYER'S INITIALS

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SELLER'S INITIALS

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4. **COMPLETION:** The sale will be completed on January 9, yr. 2024
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at 11:00 o'clock a.m. on January 10, yr. 2024 (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 January 10, yr. 2024 (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:

~~Stove, Fridge, Window Coverings, Microwave Oven, Dish Washer, Washer and Dryer,~~
~~2 Garage Openers~~
As is, where is.

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 November 6, 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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- 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):

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INITIALS

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

Jack Z. Liu PREC*

who is/are licensed in relation to Angell, Hasman & Associates (Malcolm Hasman) Realty Ltd.

BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFS form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with Wei Du PREC*

DESIGNATED AGENT(S)

who is/are licensed in relation to Amex Broadway West Realty

BROKERAGE

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFS 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 BCFS 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.

INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFS 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.

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BUYER'S INITIALS

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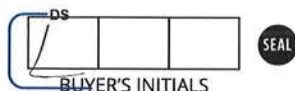
SELLER'S INITIALS

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PROPERTY ADDRESS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

 A rectangular box divided into three sections. The first section contains the letters 'DS' and a stylized signature. Below the box is the text 'BUYER'S INITIALS'. To the right of the box is a circular seal with the word 'SEAL' inside.

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.


 A rectangular box divided into three sections. The first section contains the letters 'DS' and a stylized signature. Below the box is the text 'SELLER'S INITIALS'. To the right of the box is a circular seal with the word 'SEAL' inside.

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:

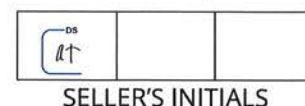
- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. 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.


 A rectangular box divided into three sections. The first section contains the letters 'DS' and a stylized signature. Below the box is the text 'BUYER'S INITIALS'.


 A rectangular box divided into three sections. The first section contains the letters 'DS' and a stylized signature. Below the box is the text 'SELLER'S INITIALS'.
24. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

 A rectangular box divided into three sections. The first section contains the letters 'DS' and a stylized signature. Below the box is the text 'BUYER'S INITIALS'.


 A rectangular box divided into three sections. The first section contains the letters 'DS' and a stylized signature. Below the box is the text 'SELLER'S INITIALS'.

4408 W 3RD AVENUE Vancouver BC V6R 1N1 PAGE 9 of 9 PAGES -

PROPERTY ADDRESS

25. **OFFER:** This offer or counter-offer, will be open for acceptance until 8 o'clock p.m. on November 17 14/9, 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

DS
INITIALS

NO

INITIALS

DocuSigned by:

Lina LU

SEAL

SEAL

SEAL

BUYER

BUYER

BUYER

Lu, Nina

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

26. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion. Seller's acceptance is dated 11/8/2023, yr.

The Seller declares their residency:

RESIDENT OF CANADA

INITIALS

NON-RESIDENT OF CANADA

INITIALS

as defined under the *Income Tax Act*.

DocuSigned by:

Anthony Tillman

SEAL

SEAL

SEAL

SELLER

SELLER

SELLER

Alvarez & Marsal Canada Inc.

PRINT NAME

PRINT NAME

PRINT NAME

in its capacity as court-appointed receiver of Amy Bawles, Washington and not in its personal capacity.

WITNESS

WITNESS

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

Attention: _____

Address: _____

Email: _____ 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 _____ (the "Final Acceptance Date") and, if applicable, the date by which the Buyer must exercise the Rescission Right, is _____.

*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: [] 11/8/2023

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:
4408 W 3rd Ave, Vancouver, BC, V6R 1N1; PID: 013-255-495
[] Legal Description: LOT 9, BLOCK 138, PLAN VAP2992, DISTRICT LOT 540, NEW WESTMINSTER LAND DISTRICT, OF LOT 3
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;

- 2 -

- (b) This contract of purchase and sale is subject to court approval. This condition is for the sole benefit of the Seller;
- (c) This contract of purchase and sale is subject to the Buyer delivering to the Seller, on or before the Completion Date, 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.

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

- 3 -

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.

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

- 4 -

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 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:

DocuSigned by:
Lina Lu
86C0A2FD8C03482...

Witness

Lu, Nina

[NAME OF BUYER HERE]

Witness

[NAME OF BUYER HERE]

SELLER:


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

Witness

DocuSigned by:
Anthony Tillman
AA6AACF632EB41D...

Per:
Alvarez & Marsal Canada Inc. in its
capacity as court-appointed receiver of Amy
Barsha Washington and not in its personal
capacity.

This is **Exhibit "B"** referred to in the affidavit of
Avic Arenas sworn before me at Vancouver, BC
this 11 day of December, 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: R2830889 DATE: November 17 2023
 RE: ADDRESS: 501 5033 CAMBIE STREET Vancouver BC V5Z 0H6
 LEGAL DESCRIPTION: STRATA LOT 112, BLOCK 839, PLAN EPS4950, DISTRICT LOT 526, GROUP 1,
NEW WESTMINSTER LAND DISTRICT, T
 PID: 030-880-033 OTHER PID(S): _____

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

DATED November 13 2023 MADE BETWEEN Victor Karmayne Mok

Juan Xu

AS BUYER(S), AND

Alvarez & Mareal Canada Inc. in its capacity as receiver & manager of 1256306 C. Ltd. and not in its personal capacity

JX

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

The buyers agree to remove the following subject:

"The following subject is for the sole benefit of the Buyer[s] and may be waived unilaterally by the Buyer[s] in order to proceed with the completion of this contract. This subject is to be satisfied or waived no later than November 17, 2023, unless otherwise stated herein:

FINANCING: Subject to satisfactory financing being made available to the Buyer[s] in the form of the new first mortgage. Buyer[s] agree to make their best effort to remove this condition. The Seller[s] will allow access to the property for appraisal purposes upon reasonable notice."

All other terms and conditions of the contract shall remain binding and the same.

Time remains of the essence.

DocuSigned by:
Victor Karmayne Mok

SEAL

BUYER

Victor Karmayne Mok

PRINT NAME

WITNESS

DocuSigned by:
Juan Xu

SEAL

BUYER

Juan Xu

PRINT NAME

WITNESS

SEAL

BUYER

PRINT NAME

WITNESS

SEAL

SELLER

Alvarez & Mareal Canada Inc. in its capacity as receiver & manager of

PRINT NAME

WITNESS

SEAL

SELLER

1256306 C.Ltd. and not in its personal capacity

PRINT NAME

WITNESS

SEAL


SELLER

1256306 C.Ltd. and not in its personal capacity

PRINT NAME

WITNESS

This is **Exhibit "C"** referred to in the affidavit of
Avic Arenas sworn before me at Vancouver, BC
this 11 day of December, 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: R2820937 DATE: November 25 2023
 RE: ADDRESS: 4408 W 3RD AVENUE Vancouver BC V6R 1N1
 LEGAL DESCRIPTION: LOT 9, BLOCK 138, PLAN VAP2992, DISTRICT LOT 540, NEW WESTMINSTER
LAND DISTRICT, OF LOT 3
 PID: 013-255-495 OTHER PID(S): _____

ADDENDUM TO / AMENDMENT MADE FURTHER TO AND FORMING PART OF THE CONTRACT OF PURCHASE AND SALE
 DATED November 7 2023 MADE BETWEEN Lu, Li Na

AS BUYER(S), AND

Alvarez & Marsal Canada Inc.

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

The Buyer's name is herein corrected from Lu, Nina to Lu, Li Na.

This amendment/addendum is not a counter-offer or a repudiation of the Contract. Unilateral execution of this amendment/addendum by either party hereto shall not constitute a counter offer and shall not, until execution by all parties, have any effect on the underlying Contract.

All other terms and conditions of the Contract remain the same and in effect. Time shall remain of the essence.

DocuSigned by:

Lina Lu

SEAL

BUYER 86C0A2FD8C03462...

Lu, Li Na

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

BUYER

PRINT NAME

WITNESS

SEAL

SELLER

Alvarez & Marsal Canada Inc.

PRINT NAME

WITNESS

SELLER

PRINT NAME


WITNESS

SELLER

PRINT NAME

WITNESS

This is **Exhibit "D"** referred to in the affidavit of
Avic Arenas sworn before me at Vancouver, BC
this 11 day of December, 2023



A Commissioner for taking Affidavits
For British Columbia

4408 W 3RD AVE, VANCOUVER

AGENT REGISTER FOR SHOWINGS AND OPEN HOUSES

Property Listed on MLS from June 22, 2023 to Sept 25, 2023

Date of Showing	Agent Contact Information	Open House	Feedback / Interest
June 25, 2023	Shawn Anderson Engel & Volkers	9 Groups of potential buyers	Home needs repair, steep backlane parking, no interest.
June 25, 2023	Doug Lemaire Fraser Property		Steep backlane parking, too many stairs, no interest.
June 28, 2023	Aiden Wu Dracco Pacific Realty		Home needs repair, steep backlane parking, no interest.
July 02, 2023	Wendy Shen Le Homes	6 groups of potential buyers	Too many stairs, Steep backlane parking, no interest.
July 05, 2023	Mike Ma PREC* Royal Pacific Realty		Too many stairs, steep backlane parking, no interest.
July 09, 2023	Steven Lau Macdonald Realty	5 groups of potential buyers	Buyer has potential interest.
July 10, 2023	Steven Lau Macdonald Realty		Second showing Too many stairs, steep back lane parking, no interest.
July 16, 2023	Eric Yeh RA Realty Alliance Inc.	5 groups of potential buyers	Too many stairs, steep back lane parking, no interest.
July 16, 2023	Sophia Royal Pacific Realty		Too many stairs, steep back lane parking, no interest.
July 16, 2023	Sky Wu Le Homes		Too many stairs, steep back lane parking, no interest.
July 23, 2023		1 groups of potential buyers	Too many stairs, Steep back lane parking, no interest.
July 30, 2023		0 group of potential buyer	None
August 01, 2023	Andrew Liem Oakwyn Realty Ltd		Buyers have potential interest
August 02, 2023	Andrew Liem Oakwyn Realty Ltd		Second showing Too many stairs for the kids, steep back lane parking, no interest.
August 02, 2023	Jan Shi Nu Stream Realty		Too many stairs, steep back lane parking, no interest.

Numbers of Open House: 11

Total Offers Received: 0

4408 W 3RD AVE, VANCOUVER

AGENT REGISTER FOR SHOWINGS AND OPEN HOUSES

Property Listed on MLS October 03, 2023

Date of Showing	Agent Contact Information	Open House	Feedback / Interest
07/Oct/2023		7 Groups of potential buyers	
08/Oct/2023		9 Groups of potential buyers	
08/Oct/2023	Inco Li Royal Pacific Realty		Beautiful front yard and modern exterior finish, steep driveway with many stairs, no interest.
08/Oct/2023	Abby Lu Re/Max Real Estate Services		Agent preview for the potential buyers. Beautifully furnished interior, bright. Steep driveway, power line block the view, no interest.
08/Oct/2023	Karan Sanghera Royal LePage West Real Estate Services		Agent preview for the potential buyers, power line block the view, no interest.
12/Oct/2023		4 Groups	3 groups of potential buyers and 1 agent preview.
15/Oct/2023		8 Groups of potential buyers	
15/Oct/2023	Sherman Lee Macdonald Realty Westmar		Laneway home can be a good home office/mortgage helper, nicely furnished. Too many stairs, no interest.
15/Oct/2023	Kim Cai NU Stream		Beautiful front water feature and interior staging. Steep driveway with many stairs, no interest at the current price level that over \$6 Million.
15/Oct/2023	Lucy Cao		Preview for the potential buyers and walkthrough video sent.
22/Oct/2023		4 Groups	

22/Oct/2023	Cindy Zhou Pacific Evergreen Rlty		Nice location, beautifully furnished. Too many stairs, steep driveway, no interest.
22/Oct/2023	Jeff Qian Laboutique Realty		Steep driveway, too many stairs, no interest.
23/Oct/2023	Francesco DeFrenza Oakwyn Realty Northwest		Nice location, low maintenance garden, beautifully staged. Steep driveway, small garages to park SUV, buyers concerned about the market climate.
26/Oct/2023	Pansy Yeung Re/Max Crest Realty		Too many stairs, steep driveway, no interest.
29/Oct/2023		5 Groups	
29/Oct/2023	Marco Dehghani Engle & Volkers		Nice location Too many stairs, steep driveway, Buyers concerned about the price.
02/Nov/2023	Wei Du PREC* Amex Realty		Nice location and modern exterior, Steep driveway, Buyers concerned about the current price level.
05/Nov/2023		6 Groups of potential buyers	
06/Nov/2023	Wei Du PREC* Amex Realty		2nd showing with interest.
12/Nov/2023		4 Groups of potential buyers	
13/Nov/2023	Rob Zwick Stilhavn Real Estate		2nd showing with interest, the buyer will wait for the court date.
14/Nov/2023	Andrew Liu Re/Max Crest Rlty		2nd showing with interest, the buyer will wait for the court date.
14/Nov/2023	Gary Geng PREC* EXP Realty		Beautifully furnished, floor plan deign is not functional, steep driveway, too many stairs, no interest.
19/Nov/2023		5 Groups of potential buyers	
19/Nov/2023	Dave Chan Multiple Realty		Nice location, Steep driveway, too many stairs, the buyers concerned about the market climate.
22/Nov/2023	Jade Shen Royal Pacific Realty		Nice location and school catchment, steep driveway with many stairs, Buyers have potential interest.
23/Nov/2023	Wei Du PREC* Amex Realty		Buyer re-visit the property. (Accepted Offer)


24/Nov/2023	Linda Liu PREC* Interlink Realty		Nice location, beautifully furnished, ~ steep driveway, Buyers will discuss with the family with potential interest.
25/Nov/2023		4 Groups of potential buyers	
28/Nov/2023	Linda Liu PREC* Interlink Realty		Nice location, beautifully furnished, Buyers have potential interest.

Total Agent Showings with Buyers: 21

Numbers of Open House: 10

Total Offers Received: 3

This is **Exhibit "E"** referred to in the affidavit of
Avic Arenas sworn before me at Vancouver, BC
this 11 day of October, 2023



A Commissioner for taking Affidavits
For British Columbia

TITLE SEARCH PRINT

File Reference: 529227-23

2023-12-11, 10:04:31

Requestor: Avic Arenas

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

Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CA3968470
From Title Number	CA1953321
Application Received	2014-09-18
Application Entered	2014-09-25
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	AMY BARSHA WASHINGTON, BUSINESSWOMAN 835 EYREMOUNT DRIVE WEST VANCOUVER, BC V7S 2A8
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	013-255-495
Legal Description:	LOT 9 OF LOT 3 BLOCK 138 DISTRICT LOT 540 PLAN 2992
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	COVENANT
Registration Number:	BB4045749
Registration Date and Time:	2012-05-07 13:05
Registered Owner:	CITY OF VANCOUVER
Nature:	MORTGAGE
Registration Number:	CA8829657
Registration Date and Time:	2021-03-09 14:01
Registered Owner:	EARLSTON MORTGAGE CORP. INCORPORATION NO. BC0943973
Remarks:	MODIFIED BY CB1177

TITLE SEARCH PRINT

File Reference: 529227-23

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8829658
Registration Date and Time: 2021-03-09 14:01
Registered Owner: EARLSTON MORTGAGE CORP.
INCORPORATION NO. BC0943973
Remarks: MODIFIED BY CB1178

Nature: MODIFICATION
Registration Number: CB1177
Registration Date and Time: 2022-06-14 11:42
Remarks: MODIFICATION OF CA8829657

Nature: MODIFICATION
Registration Number: CB1178
Registration Date and Time: 2022-06-14 11:42
Remarks: MODIFICATION OF CA8829658

Nature: MORTGAGE
Registration Number: CB140141
Registration Date and Time: 2022-08-09 13:55
Registered Owner: PLW INVESTMENT LTD.
INCORPORATION NO. BC1189338

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

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: CB365432
Registration Date and Time: 2022-11-30 16:02
Registered Owner: EARLSTON MORTGAGE CORP.
INCORPORATION NO. BC0943973

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE