

This is the 2nd affidavit of Azadeh Samimi
in this case and was made on August 7, 2024



NO. S-238586
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

1038573 B.C. LTD.

PLAINTIFF

AND:

THE OWNERS, STRATA PLAN NW289, JENNY DONNA DICKISON, FERNANDO MARCELINO DUTRA DE SOUSA, 1276331 B.C. LTD., CARMELIA MARIA DA SILVA, HONCHING RUDOLPH CHENG, 1161359 B.C. LTD., RICKY HEE MENG LAI, PIA FACCIO, 1184416 B.C. LTD., MARK WILLIAM LOUTTIT and SARAH KINUKO LOUTTIT, BARRY DOUGLAS WATSON, AS ADMINISTRATOR OF THE ESTATE OF KENNETH JOHN WATSON, LI PING DUAN, NORMAN VICTOR LEECH, ROLANDO VINAS DIZON and NARCISA DIZON, NICHOLAS GEORGE KARAMOUZOS and MARIA KARAMOUZOS, CUI MING CHEN, YANKUI WANG and XIN TIAN, MARIA DA NATIVIDADE ALMEIDA, 1237765 B.C. LTD., JU-SHAN CHIANG and FLORA FU, 1184414 B.C. LTD., AMARSINGH BHATIA and NARANJAN KAUR BHATIA, PHUNG KIM VUONG and TUONG LAM, MONICA PAOLA ALIAGA, MARCELINO LOPES DE SOUSA and OLGA MARIA DUTRA DE SOUSA, 1184413 B.C. LTD., LUALHATI ONGKEKO CRISOSTOMO, RICHARD RAYMOND RAVENSBERGEN and DAWN MARIE RAVENSBERGEN, YUK FAR CHEUNG and YIN ON CHEUNG, GARY LUCIEN DREES, THOMAS PATRICK FLEMING, 1352962 B.C. LTD., WAN CHEN and HONG YANG, SU JUAN SITU, VAN DAO NGUYEN and THI BICH HANG NGUYEN, JULIAN BOZSIK, CHRISTIAN HERBERT JOSON-LIM and IRIS JUNE CALIBUGAN ADIONG, ANGELA JOY EYKELBOSH, NGUYEN THANH VUONG and TUYET NGOC DU, OM PARKASH LOOMBA and MERRAN LOOMBA, SUZANNE JUANITA KUDELSKI, YAN QIONG LU, PING HE, EDWARD LAWRENCE THUE, RICHARD CHARLES PATRICK SPENCER and DIANE MARIE SPENCER, ARTHUR SUMMERS WILLIAMSON, GARY DALE CHARTER and CRISTINA RIMANDO GAPAL, JU TAI ZHOU and YU QING LI, ZHI HAO YANG, DAISY CUETO EVANGELISTA and MARIA CHERRY EVANGELISTA, MEGAN MARY BURGHALL, NASIM BHALOO, HUI LIN DONG and LI WANG, MANSOUR MESHKI, HSIANG CHIAO HUANG, GORDON WILLIAM PATERSON, YVONNE JO-ANNE ENGLAND, GRACE JOANNA LEVSEN, PING CHOR CHAN, SO FAN LEE and TAK TAI LUI

DEFENDANTS

AND:

1038573 B.C. LTD.

DEFENDANT BY WAY OF COUNTERCLAIM

AFFIDAVIT

I, Azadeh Samimi, legal assistant, of 1600 – 925 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, SWEAR THAT:

1. I am a legal assistant employed with the law firm of Lawson Lundell LLP, counsel for the defendants, The Owners, Strata Plan NW289 as represented by the Liquidator, Crowe MacKay & Company Ltd., herein, and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, and, as to such facts, I verily believe the same to be true.

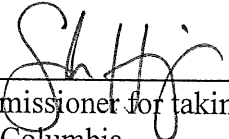
2. On May 22, 2024, Peter J. Roberts, K.C. of Lawson Lundell LLP conducted an examination for discovery of Kush Bhatia, as representative of the plaintiff 1038573 B.C. Ltd. Attached hereto and marked as **Exhibit “A”** to this affidavit are true copies of excerpts from the transcript of the examination for discovery, as prepared by Charest Legal Solutions Inc.

3. Attached hereto and marked as exhibits to this affidavit are true copies of the following documents that were put to Mr. Bhatia in the course of his examination for discovery:

<u>Exhibit</u>	<u>Document</u>
“B”	Purchase and Sale Agreement, dated December 7, 2022;
“C”	Order of Justice Milman, made June 17, 2022; and
“D”	Plaintiff’s document PLA00191 (marked as Exhibit 2 at the examination for discovery).


4. Attached hereto and marked as **Exhibit “E”** to this affidavit is a true copy of a letter from Craig Dennis, K.C., counsel for the plaintiff 1038573 B.C. Ltd., to Mr. Roberts dated August 1, 2024, enclosing Mr. Bhatia’s responses to the outstanding requests arising from his examination for discovery.

SWORN BEFORE ME at the City)
of Vancouver, in the Province of British)
Columbia, this 7th day of August, 2024.)



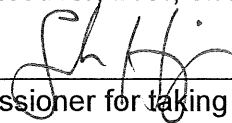
A Commissioner for taking Affidavits for)
British Columbia.)

SARAH B. HANNIGAN
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456



AZADEH SAMIMI

This is Exhibit "A" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C., on August 7, 2024.



A Commissioner for taking Affidavits within
British Columbia.

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May 22, 2024

Vancouver, BC

(PROCEEDINGS COMMENCED AT 1:50 P.M.)

KUSH BHATIA, duly affirmed.

EXAMINATION BY CNSL R. POWER: .

1 Q Mr. Bhatia, could you say and spell your name for
the record.

A Kush, K-u-s-h; Kumar, K-u-m-a-r; last name Bhatia,
B-h-a-t-i-a.

2 Q And you've affirmed to tell the truth today on
this examination?

A Yes, I have.



1

2 7 Q Okay. And you are the director and sole officer
3 of a company known as 1038573, is that correct,
4 B.C. Ltd.?

5 A That's correct.

6 8 Q Okay. And I'm going to show you -- we had marked
7 as Exhibit 1 in the discovery of Mr. Lai conducted
8 this morning a binder of documents, so if you
9 could look at tab 1 of that.

10 A Yes.

11 9 Q You'll see that that's an amended notice of civil
12 claim that was filed last Friday, I think it was?

13 A That's correct.

14 10 Q And you would have reviewed this amended claim
15 before it is filed?

16 A That's correct.

17 11 Q Okay. And you'll see that the plaintiff is
18 1038573 B.C. Ltd.?

19 A Yes, I do.

20 12 Q And during the course of this discovery, I'm going
21 to try to refer it as 103; okay?

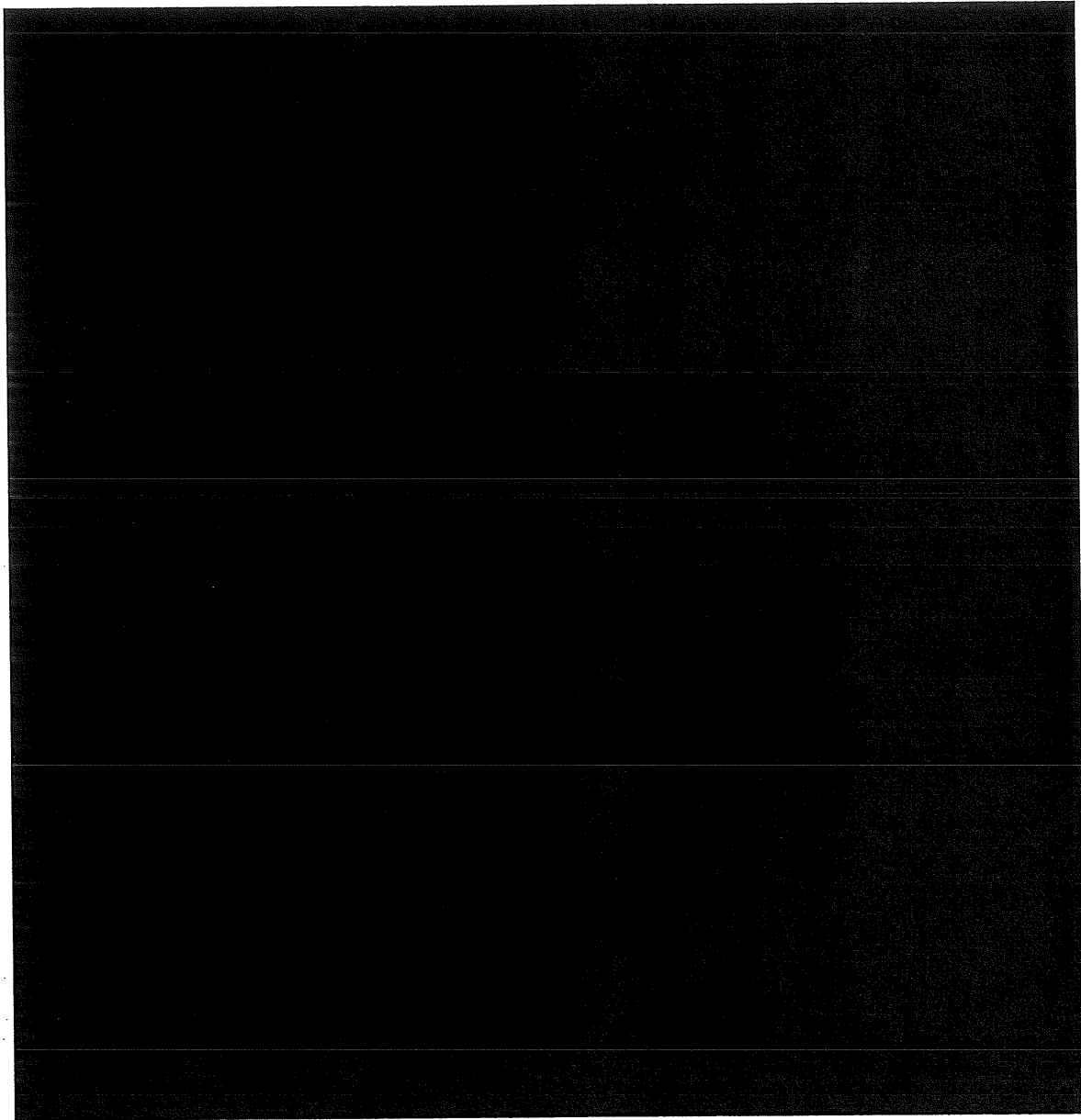
22 A Sure.

23 13 Q Do you understand what I mean?

24 A Yes.

25 14 Q In addition, during the course of my discovery, if

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20 Q And you also understand that 103 is a party to a
21 purchase and sale agreement. So if you turn to
22 tab 16A on the binder in front of you.
23 A Yes.
24 21 Q You recognize this document? It's a purchase and
25 sale agreement dated December 7th, 2022?

1 A That's correct, I do recognize.

2 22 Q And, in fact, I think you've initialled every page
3 through to page -- at least page 27, where your
4 signature appears; is that correct?

5 A Yes, I have.

6 23 Q Do you want to turn to page 27 and just confirm
7 that.

8 A Yes, I have seen that.

9 24 Q Okay. Are there any other directors of 103?

10 A No.

11 25 Q And have you always been the -- what we call the
12 operating mind of 103 since its incorporation?

13 A I have, yes.

14 26 Q Okay. And are you the sole shareholder?

15 A Yes, I am.

16 27 Q Okay. And what business was 103 in prior to
17 signing this purchase and sale agreement on
18 September 7th, 2022?

19 A It is mostly into land development.

20 28 Q Okay. Can you give me a description.

21 A Buying land, developing it, selling it, and
22 building if necessary.

23 29 Q So can you describe for me some of the projects
24 that 103 took part in prior to signing this
25 purchase and sale agreement.

1 A I've done a land assembly in Pitt Meadows, and it
2 was a six-parcel land assembly in around 2015,
3 '16, I can recollect.

4 30 Q Okay. Is that the only --

5 A Yes. It was the only project under this company.

6 31 Q Okay. Have you been involved in the development,
7 purchase, or redevelopment of any strata
8 properties prior to December 7th?

9 A Not a strata windup. Just houses, mostly
10 single-family houses. Not a strata property, no.

11 32 Q Other than by way of a windup, have you been
12 involved -- you personally or 103 been involved in
13 the purchase, redevelopment of a strata?

14 A No.

15 33 Q Was the strata that is the subject of this
16 purchase and sale agreement your first involvement
17 in purchasing or developing or potentially
18 developing a strata?

19 A Condo project, yes, condo project.

20 34 Q Okay. Have you personally or any of your
21 companies ever owned a strata lot in any strata
22 corporation before?

23 A No, not owned. But I've built one; I've built a
24 few, actually.

25 35 Q Through a different entity than 103?

1 A That's correct.

2 36 Q Okay. And how many of those have you built?

3 A Three.

4 37 Q Okay. And do you remember the names or addresses
5 of them?

6 A One is in Pitt Meadows, 19108 McMyn Road; one was
7 called Aviva on Rowland Street in Port Coquitlam;
8 and then one was 768 Cambie Street in Vancouver.

9 38 Q And had you --

10 A And there was another one. 2488, I think, Welcher
11 Avenue in Port Coquitlam. I might be wrong with
12 the numbers, but it was Welcher Avenue.

13 CNSL P. ROBERTS: Perhaps I'll leave it as a request that you
14 confirm the strata name and municipal address for
15 each of the stratas that you say you've built.

16 **REQUEST 1: Provide the strata name and municipal**
17 **addresses of the stratas Mr. Bhatia has built**

18 CNSL P. ROBERTS:

19 39 Q And I think you've now told me there were at least
20 four; is that correct?

21 A M'mm-hmm.

22 40 Q Yes?

23 A Yes, correct.

24 41 Q Okay. And were those all done before you signed
25 this purchase and sale agreement in December of

1 2022?

2 A That's correct.

3 42 Q Okay. And were you also involved in the ownership
4 of any individual lots, or did you sell them to
5 third parties?

6 A I've been the owner of lots, but I usually develop
7 it and sell them.

8 43 Q Okay. Have you ever leased out strata lots
9 through any of your companies, including 103 or
10 personally?

11 A No, I have not.

12 ■ ■ [REDACTED]

13 ■ ■ [REDACTED]

14 ■ ■ [REDACTED]

15 [REDACTED]

16 ■ [REDACTED]

17 ■ ■ [REDACTED]

18 [REDACTED]

19 ■ [REDACTED]

20 [REDACTED]

21 ■ ■ [REDACTED]

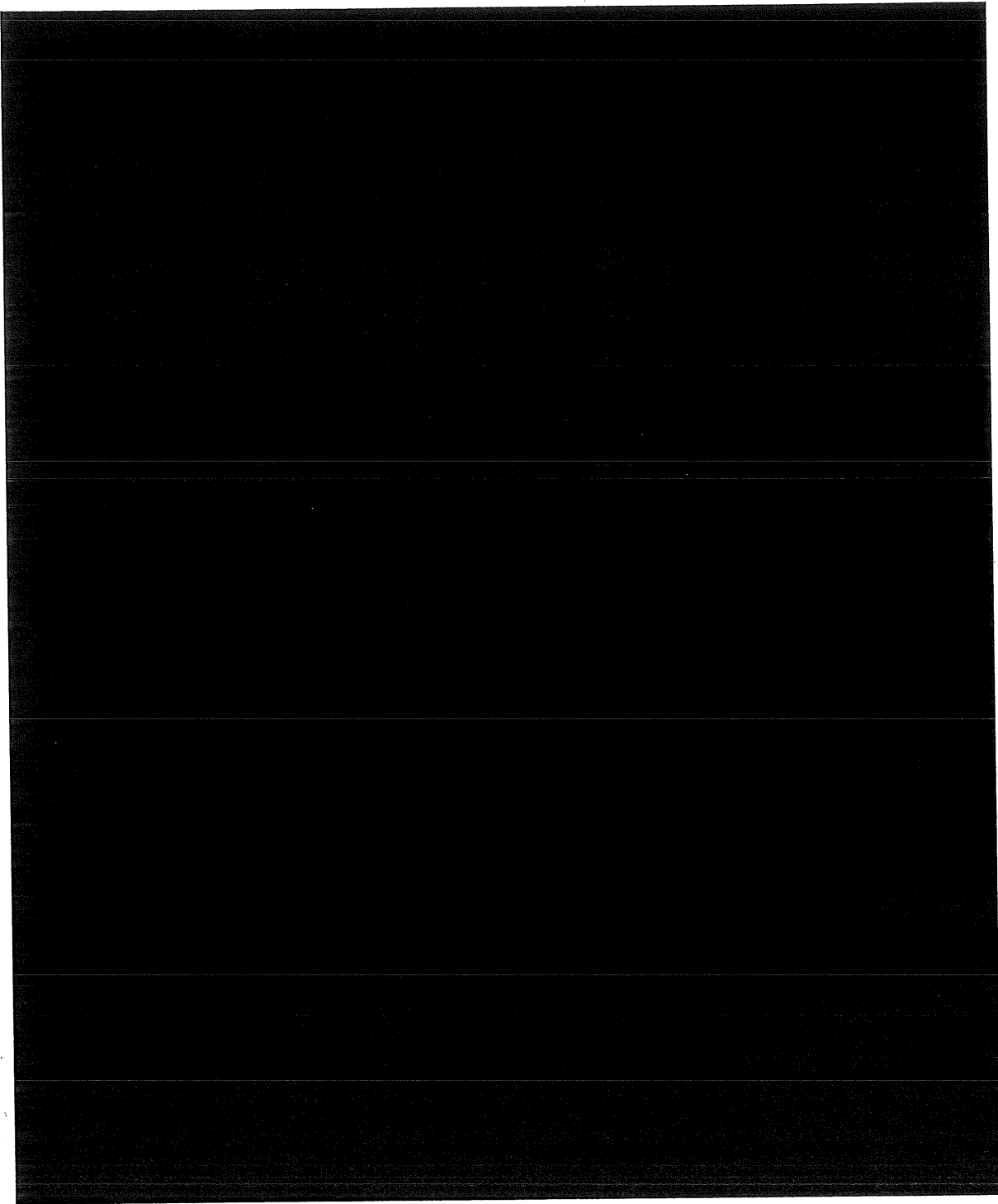
22 [REDACTED]

23 ■ [REDACTED]

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23 52 Q You understand that a company by the name of Crowe
24 Mackay was appointed and confirmed as the
25 liquidator of the strata corporation with whom you

1 signed a -- the contract of purchase and sale
2 agreement we were looking at?

3 A Yes.

4 53 Q And you understood that the gentleman primarily
5 responsible at Crowe MacKay was named Derek Lai?

6 A Correct.

7 54 Q Okay. Am I right that you never had any
8 conversations with Derek Lai yourself personally?

9 A No, absolutely zero.

10 55 Q Okay. And did anyone else as an agent or employee
11 of 103 have any conversations with Mr. Lai, to
12 your knowledge?

13 A Not to my knowledge, no.

14 56 Q Okay. Do you know whether you or any of -- any
15 agent of 103 at any time had conversations with
16 other employees of Crowe MacKay?

17 A No.

18 57 Q You have no knowledge of those?

19 A No.

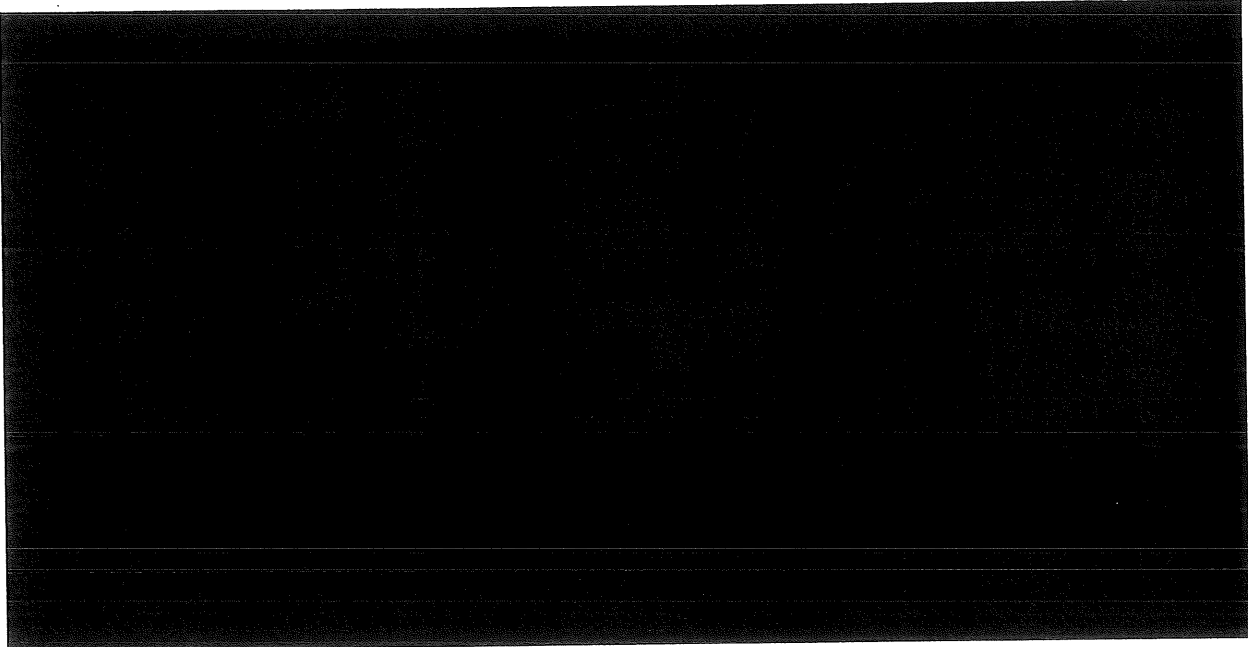
20 58 Q Okay. Is it the case that you had -- you -- and I
21 mean you personally and 103 had no direct dealings
22 with Mr. Lai and his company?

23 A That's correct.

24 ■ ■ [REDACTED]

25 [REDACTED] [REDACTED]

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11 64 Q Okay. Okay. I'm going to go back to the purchase
12 and sale agreement, which is at tab 16A. And you
13 identified this document for me as something that
14 you had signed; correct?

15 A That's correct.

16 65 Q And if you turn to what is labelled page 35 in the
17 upper right-hand corner, that's an addendum?

18 A Yes.

19 66 Q That you signed?

20 A That's correct.

21 67 Q And then if you flip the page to page 36, this is
22 another addendum, this one dated January 27th of
23 2023, that you also signed?

24 A Yes.

25 68 Q And then if you look at the next page, page 37,

1 this is an addendum dated February the 24th, 2023,
2 that you signed?

3 A That's correct.

4 69 Q Okay. And if you turn to page 39, you'll see
5 another -- a mutual notice of second condition
6 satisfaction and/or waiver dated May the 24th of
7 2023?

8 A That's correct.

9 70 Q Am I correct that you signed this as well on this
10 page?

11 A That's correct.

12 71 Q Okay. And am I correct that on the day you signed
13 this mutual notice, you understood the purchase
14 and sale contract to be unconditional and binding
15 on the parties?

16 A Yes, I do.

17 72 Q And am I right that you sought and obtained legal
18 advice with respect to this purchase and sale
19 agreement before you signed it?

20 A Yes, I did.

21 73 Q Okay. And am I also right that in February of
22 2023, pursuant to the terms of this purchase and
23 sale agreement, you arranged on behalf of 103 to
24 have the \$3 million deposit paid to the trust
25 account of your counsel?

1 A Yes, that is correct.

2 74 Q And that counsel at the time was Harper Grey?

3 A That's correct.

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

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9 CNSL P. ROBERTS:

10 76 Q Am I right, Mr. Bhatia, that before signing this
11 document, you would have reviewed it in detail?
12 A Which document?
13 77 Q This purchase and sale agreement.
14 A Yes, I did.
15 78 Q It contains a lot of clauses, and you need to
16 understand how this relatively complicated
17 transaction was going to work?
18 A That is correct.
19 79 Q Okay. And that would have included a review of
20 this schedule A and the permitted encumbrances?
21 A That's correct.
22 80 Q Okay. And am I right that you understood this
23 schedule to set out the encumbrances that were on
24 title to or that burdened the property you were
25 purchasing to remain after the closing?

1 A Yes.

2 81 Q Okay. And you'll see in the bottom, which happens
3 to be highlighted on your copy, there's a clause
4 that says:

5 "Leases (existing) and replacement leases
6 entered into by strata lot owners on similar
7 terms between the execution date and the
8 completion date."

9 You'll see that?

10 A Yes.

11 82 Q So you understood there would be residential
12 tenancy leases encumbering some of the lots that
13 you were going to be purchasing; correct?

14 A That's correct.

15 83 Q Okay. My question is, what steps had you taken
16 prior to December 7th of 2022 to find out whether
17 there were any residential tenancy leases with
18 respect to any of the strata lots?

19 A In my due diligence process, I was given 29 units
20 rent roll which I had checked with my lawyer, and
21 that is the only thing I saw till I removed the
22 subjects.

23 84 Q Okay. You removed the subjects, as I think we
24 saw, on May the 24th of 2023; correct?

25 A No, I think 24th were them. I removed in

1 February.

2 85 Q Okay. Did you see anything other than these 29
3 leases before --

4 A Well --

5 CNSL R. POWER: Just a moment. Mr. Bhatia didn't say he saw
6 the leases.

7 CNSL P. ROBERTS: Okay.

8 THE WITNESS: I didn't see the leases. I saw the rent roll.

9 CNSL P. ROBERTS:

10 86 Q Okay. For 29 units. And do you know which units
11 you were looking at?

12 A I don't remember the unit numbers.

13 87 Q Okay. Do you have any way to find out?

14 A Yeah. There was a sheet given by the realtors and
15 which was sent to my lawyer.

16 CNSL P. ROBERTS: Okay. Well, we may come to it, but to the
17 extent we don't, I'm going to leave it as an
18 outstanding request that you identify for me the
19 strata lots, the 29 strata lots that you were
20 aware of as being leased in advance of signing the
21 purchase and sale agreement on December 7th; okay?

22 **REQUEST 3: Determine which 29 strata lots**
23 **Mr. Bhatia identified as being leased in advance**
24 **of the December 7 purchase and sale agreement**

25 THE WITNESS: Correct.

1 CNSL P. ROBERTS:

2 88 Q Had you prior to signing this purchase and sale
3 agreement had title searches done of all these
4 properties, either by you or by anyone acting on
5 your behalf?

6 A No, I don't think so.

7 89 Q Okay. Did you ever see title searches to these
8 properties, these strata lots?

9 A No.

10 90 Q And you understood there were 101 strata lots?

11 A That's correct.

12 91 Q Okay. One of which was owned by the strata
13 corporation itself?

14 A Yes.

15 92 Q You knew that?

16 A No, I didn't know that.

17 93 Q Okay. Did you ever find that out?

18 A No.

19 94 Q So that's news to you today?

20 A Today, news.

21 95 Q You didn't understand --

22 A No.

23 96 Q Sorry, you've got to wait for me to finish my
24 question; okay? Until I told you a moment ago,
25 you had no understanding that the strata

1 corporation itself was the owner of one of the
2 strata lots of this strata property; is that
3 right?

4 A No, I didn't know that.

5 97 Q Okay. That's news to you today?

6 A That is correct.

7 98 Q Okay. Is it fair to say that at the date you
8 signed this purchase and sale agreement, you
9 understood that -- let me back up and start again.
10 You understood that there were 101 strata lots in
11 this property; correct?

12 A Yes, I do.

13 99 Q And among other things, you knew that because you
14 would have seen schedule B to the purchase and
15 sale agreement, which runs between pages 30 and
16 33; is that right?

17 A Yes.

18 100 Q Do you want to just have a look to confirm that.

19 A Yeah.

20 101 Q And you would have understood when you signed this
21 document that each of these strata lots was owned
22 by different people or entities?

23 A Yes.

24 102 Q Okay. That they weren't owned by the strata
25 corporation itself?

1 A Correct.

2 103 Q And you knew that from your dealings as a
3 developer of strata properties in the past?

4 A Yes.

5 104 Q Okay. Did you ever take any steps prior to
6 signing the purchase and sale agreement to
7 determine who the registered owners were of any or
8 all of the 101 strata lots?

9 CNSL R. POWER: And when you say "you," who are you referring
10 to? Mr. Bhatia personally?

11 CNSL P. ROBERTS:

12 105 Q Well, or anyone on behalf of 103.

13 A No, I didn't.

14 106 Q And you're here today as a representative of 103;
15 correct?

16 A Yeah. But maybe my lawyer did, so I was -- I was
17 giving my instructions to my lawyer on doing what
18 is needed to be done.

19 107 Q Okay. We won't get into what you were instructing
20 your lawyer to do, at least not yet. Is it fair
21 to say that provided you -- on the closing date of
22 this proposed transaction, provided you got clear
23 title to all the 101 lots, you didn't really care
24 who owned the strata lots?

25 A Correct.

1 108 Q It could have been Mr. Brown or Mrs. Brown?
2 A I don't care.
3 109 Q Is it also fair to say that between the date of
4 December 7th, 2002 [sic], and the date that this
5 transaction was supposed to have closed, you also
6 wouldn't have cared who the actual owners were
7 registered on title, provided you got clear title?
8 A Yeah. I wouldn't care.
9 110 Q Okay. This strata property is also known
10 colloquially as Cameray Gardens; do you understand
11 that?
12 A Yes.
13 111 Q Okay. So if I use that term, Cameray Gardens, I'm
14 referring to the strata development.
15 A Sure.
16 112 Q I'm going to ask you to turn to tab 16B of the
17 binder before you at Exhibit 1. You've seen this
18 order before? It's a copy of the court order by
19 Justice Milman dated June 17th, 2022?
20 A M'mm-hmm.
21 113 Q You've seen that before?
22 A I have, yes.
23 114 Q Okay. And you would have seen that before you
24 signed the purchase and sale agreement we were
25 just looking at?

1 A That is correct.

2 115 Q Okay. And you would have obtained legal advice
3 about this document?

4 A Yes, I did.

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 CNSL P. ROBERTS: Okay. Let's take a quick break.

2 (DISCUSSION OFF THE RECORD)

3 CNSL P. ROBERTS:

4 120 Q I was asking you about whether or not you had any
5 concerns or had been advised of any concerns about
6 what I'll call the Milman order. That's at
7 tab 16B that we just looked at.

8 A No, I didn't have concerns.

9 121 Q Okay. I was asking you before we took that short
10 break about whether you had any concerns about it
11 or had been advised of any concerns before you
12 signed the purchase and sale agreement on
13 December 7th, 2022.

14 A No, I did not.

15 122 Q Okay. You had none --

16 A No, not --

17 123 Q And you received no advice giving you concern?

18 A No.

19 124 Q Okay. After you signed the purchase and sale
20 agreement on December 7th, 2022, did you ever
21 develop any concerns about the Milman order with
22 respect to the ability to complete this
23 transaction?

24 A No, I didn't.

25 125 Q If you can turn back to tab 16A, the purchase and

1 sale agreement -- when I say the phrase "purchase
2 and sale agreement," you'll understand that I mean
3 this document that we're looking at, at tab 16A?

4 A Oh, yeah.

5 126 Q And I'm going to get you to turn to page 22 of
6 that document. And you'll see in the middle of
7 the page there's the clause labelled 1.1, titled
8 "Delayed possession." And you would have been
9 aware of and read that clause as part of your
10 review of the purchase and sale agreement before
11 signing it?

12 A Yes.

13 127 Q Okay. And you understood that this meant that
14 following the closing date, there could be a large
15 number of strata lots that remained occupied by
16 owners who would be paying no rent to you?

17 A That's correct.

18 128 Q And at the time you signed the purchase and sale
19 agreement, did you know how many units were
20 owner-occupied?

21 A What I was given was 71 units. I thought 71
22 because 29 were rented -- so 72, I would say.

23 129 Q Okay. That was your understanding?

24 A Yes.

25 130 Q And where did you get that from?

1 A I just did the numbers. If 29 were rented out of
2 101, I knew the rest I'll get vacant is 72.

3 131 Q Okay. And what efforts did you make after signing
4 this document to confirm any of that, which units
5 would be owner-occupied following the closing?

6 A My lawyer was doing that, and when my lawyer was
7 doing that, starting I think after May, when
8 that -- the second subject was removed, after that
9 my lawyer was starting to -- working on getting
10 all the details.

11 132 Q Do you know what your lawyer was doing?

12 A Yes. She was trying to -- initially I think they
13 were trying to do individual closings, so she was
14 working on that, not just, like, a bulk closing,
15 and that's what I understood, that she's getting
16 everything done on that.

17 133 Q Okay. Did you yourself personally or as 103
18 undertake any efforts to find out, after you
19 signed the purchase and sale agreement, which of
20 the strata lots were to be owner-occupied on it
21 closing?

22 A In September -- October I did through the realtor.

23 134 Q October of 2023?

24 A 2023, yes.

25 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
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18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 140 Q Okay. I'm going to give you a document. We
22 printed it in a larger format because in the
23 manner in which it's been disclosed by you, it was
24 illegible. And this is plaintiff's document 191.
25 And it appears to be a listing of all the units in

1 Cameray Gardens with a variety of additional
2 information. You've seen this document before?

3 A Yes.

4 141 Q And do you know where it came from?

5 A I think my lawyer had it, so I'm not sure where it
6 came from.

7 142 Q And do you know when you first received this?

8 A I think it was still with my lawyers. I just
9 received after the closing wasn't done.

10 143 Q Okay. Do you have any way of finding out when you
11 would have received this document?

12 A I just saw it lately, like, couple weeks ago. I
13 had not seen this before.

14 144 Q Okay. Have you anything -- any other list like
15 this that contains information about the owners of
16 the strata lots?

17 A No.

18 CNSL P. ROBERTS: Okay. I'll leave it as an outstanding
19 request that you provide me to the best of your
20 ability with the date when you or your counsel
21 first received this document, and that's plaintiff
22 document 191.

23 **REQUEST 4: Determine when Mr. Bhatia or his**
24 **counsel first received plaintiff document 191**

25 THE WITNESS: Sure.

1 CNSL P. ROBERTS: And perhaps we can have that marked as
2 Exhibit 2. So it would be list of Cameray Gardens
3 strata lot owners, plaintiff 191.

4 EXHIBIT 2: List of Cameray Gardens strata lot
5 owners; plaintiff document 191

6 CNSL P. ROBERTS:

7 145 Q At any time prior to December 15th, 2023 -- which
8 you understand to be the closing date that was
9 supposed to have occurred for this purchase and
10 sale agreement; correct?

11 A Yes, I do.

12 146 Q At any time prior to that, did you or anyone on
13 your behalf seek information of any kind directly
14 from any of the registered owners of any of the
15 101 strata lots?

16 A No. Not directly through the owners, no.

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

1 [REDACTED] Q Okay. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED] [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED] [REDACTED]
11 [REDACTED]

12 163 Q And is it fair to say that all you really cared
13 about was the information that the rent rolls
14 contained rather than the individual leases
15 themselves?

16 A No. We needed individual leases too.

17 164 Q Okay. Why did you need individual leases?

18 A To get financing. I mean, everybody wants to know
19 who lives in there.

20 CNSL P. ROBERTS: Okay. Can you provide me with a list of the
21 other strata lots you're referring to in
22 paragraph 5 of this notice to admit that you were
23 aware of on or before December 15th, 2023.

24 **REQUEST 5: Provide a list of other leases known**
25 **about as referred to in paragraph 5 of the notice**

1 205 Q Let me come at it in bites. You understood
2 that -- before you signed this purchase and sale
3 agreement, you understood that each of the
4 individual owners of each of the strata lots was
5 entitled to rent their unit to whoever they chose,
6 if they wished?

7 A Yes.

8 206 Q Okay. And you understood that at least 29 owners
9 had rented -- or at least 29 units had been rented
10 by owners at the time you signed this purchase and
11 sale agreement?

12 A That's correct.

13 207 Q Okay. You understood that it wasn't the strata
14 corporation that was renting these units itself;
15 correct?

16 A But they would have some information on this.

17 208 Q Just answer my question.

18 A Yes.

19 209 Q You understand that the landlord was not the
20 strata corporation?

21 A I understand that.

22 210 Q Okay. It was the registered owner of whoever
23 owned those 29 lots --

24 A That's correct.

25 211

■ [REDACTED]

1 [REDACTED] [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED] [REDACTED] [REDACTED]
 7 [REDACTED]
 8 [REDACTED] [REDACTED]
 9 [REDACTED] [REDACTED] [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED] [REDACTED] [REDACTED]
 18 [REDACTED]
 19 [REDACTED]

20 232 Q My point is you didn't know whether or not the
 21 vendor had possession of all the leases or not;
 22 correct?
 23 A Correct.
 24 233 Q You didn't know one way or the other?
 25 A No.

1 234 Q And you didn't suggest to anyone that the phrase
2 "in the vendor's possession" be struck out of the
3 purchase and sale agreement?
4 A No, I didn't.
5 235 Q And if you go down to the bottom of that page, so
6 in clause --
7 A Sorry, what page was that again?
8 236 Q The same one we're looking at, page 8. So we're
9 at tab 16A, page 8. We're looking at article 4.
10 A Okay. Got it.
11 237 Q And if you look down at the bottom at clause
12 4.1(d)(iv).
13 A M'mm-hmm.
14 238 Q Yes?
15 A Yes.
16 239 Q Okay. And you'll see the last sentence which goes
17 over onto the next page, it says:
18 "The vendor shall not be in breach of this
19 agreement if any of the strata lot owners
20 entered into a month-to-month lease of their
21 strata lot and fails to provide same to the
22 vendor. "
23 Do you see that?
24 A Which one is that? (Iv)?
25 240 Q At the bottom of page 8, last sentence.

1 CNSL R. POWER: And, Mr. Bhatia, I encourage you take a moment
2 to read as much of the rest of that page as you'd
3 like to situate what's said. We're not in a rush.

4 CNSL P. ROBERTS:

5 241 Q Let me know when you've read the clause.

6 A Yes, I understood that.

7 242 Q So, now, am I correct that you read the entirety
8 of clause 4.1(d)(iv) of the purchase and sale
9 agreement?

10 A Yes.

11 243 Q Okay. And you'll understand from the last
12 sentence of that clause that the vendor, the
13 strata corporation, is not to be in breach -- will
14 not be in breach of the agreement if it fails to
15 provide you any month-to-month tenancies entered
16 into after the date of the agreement?

17 A That's correct.

18 244 ■ [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 ■ [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

1 [REDACTED] [REDACTED] [REDACTED]
2 [REDACTED] [REDACTED] [REDACTED]
3 [REDACTED] [REDACTED] [REDACTED]
4 [REDACTED] [REDACTED] [REDACTED]
5 [REDACTED] [REDACTED] [REDACTED]
6 [REDACTED] [REDACTED] [REDACTED]
7 [REDACTED] [REDACTED] [REDACTED]
8 [REDACTED] [REDACTED] [REDACTED]
9 [REDACTED] [REDACTED] [REDACTED] [REDACTED]
10 [REDACTED] [REDACTED] [REDACTED]
11 [REDACTED] [REDACTED] [REDACTED]
12 [REDACTED] [REDACTED] [REDACTED]
13 [REDACTED] [REDACTED] [REDACTED]
14 [REDACTED] [REDACTED] [REDACTED] [REDACTED]
15 [REDACTED] [REDACTED] [REDACTED]
16 [REDACTED] [REDACTED] [REDACTED]
17 [REDACTED] [REDACTED] [REDACTED]
18 [REDACTED] [REDACTED] [REDACTED]
19 [REDACTED] [REDACTED] [REDACTED]
20 [REDACTED] [REDACTED] [REDACTED]
21 [REDACTED] [REDACTED] [REDACTED]
22 [REDACTED] [REDACTED] [REDACTED]
23 [REDACTED] [REDACTED] [REDACTED]

24 286 Q Okay. At one point in time you had a realtor by
25 the name of Mr. Dong. I think it was Steven Dong?

1 A Yeah. That was with my different company.

2 287 Q Okay. That was with Belmont?

3 A That's correct.

4 288 Q Okay. And what happened to Mr. Dong?

5 A I let him go because of his ethics.

6 289 Q Okay. When did you let him go?

7 A I think it was around September of 2022.

8 290 Q And when you say because of ethics, what do you
9 mean?

10 A He was arguing with my lawyer, and he was pushing
11 me to remove subjects without doing proper due
12 diligence, and he had more issues with my lawyer
13 than anybody else, so I had to let him go.

14 291 Q And the lawyer you're talking about was Harper
15 Grey?

16 A Jennifer -- Jennifer Williams.

17 292 Q Okay.

18 A Yes, it was Harper Grey then.

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 293 Q Okay. And if you can turn back to clause 8.5 of
 20 the purchase and sale agreement. This clause is
 21 titled "Clearing vendor's title"; do you see that?

22 A Yes.

23 294 Q And it provides for the ability to use the
 24 purchase proceeds to remove charges on title to
 25 individual lots such as mortgages; is that a fair

1 description of your understanding?

2 A That's correct.

3 295 Q Okay. And as a general proposition, is it fair to
4 say that provided you got clear title to the
5 property, you being 103, on the closing date, it
6 was of no real concern to you how the purchase
7 proceeds were used or distributed?

8 A No. Not with the purchase proceeds, I wouldn't
9 have a problem how they were used other than
10 clearing the title, and the titles are clear. But
11 I would have issues of liens and claims and
12 lawsuits.

13 296 Q But provided the proceeds were used if --

14 A To clear the title, yes.

15 297 Q Provided the proceeds were used, if necessary, to
16 clear title, you -- you had no practical or legal
17 concerns about how those purchase proceeds were
18 distributed among charge holders and the various
19 individual unit owners; is that fair to say?

20 A That's correct.

21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

1 311 Q Let me come at it a little more cleanly. So on --
2 December of 2022, when you signed the purchase and
3 sale agreement, you knew -- you knew that there
4 were at least 29 residential tenancies of the
5 strata lots at Cameray Gardens?

6 A That's correct.

7 312 Q And you knew for each of those lots what the
8 monthly rental was?

9 A Yes.

10 313 Q And you also knew for those 29 what the rent was
11 in December of 2023?

12 A In, yes, October 2023 I was given by Marshall
13 again.

14 314 Q Okay. So you had no concerns about those 29
15 lots --

16 A No.

17 315 Q Those 29 tenancies in particular?

18 A But I still needed copies of leases from them.
19 That was my only concern, that -- a one-page lease
20 is okay, but I need something, who's living in
21 there.

22 316 Q Okay. But did you need the copies of the leases
23 for the purposes of 103's management of the
24 property, or did you need them for the financing
25 of the property?

1 A For both.

2 317 Q Okay.

3 A Financing, managing, future plans.

4 318 Q Okay. And on December 13th, 2023, when Mr. Dennis
5 sent this letter, you knew what the monthly rental
6 was for these 13 additional residential tenancies
7 that you had come to learn of?

8 A Yeah.

9 319 Q And you knew that from the rent roll that
10 Mr. Macleod had provided to you?

11 A Yes.

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED] [REDACTED] [REDACTED] [REDACTED]
2 [REDACTED] [REDACTED]
3 [REDACTED]
4 [REDACTED] [REDACTED] [REDACTED]
5 [REDACTED] [REDACTED]
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9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED] [REDACTED]
14 [REDACTED] [REDACTED] [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED] [REDACTED]
19 [REDACTED] [REDACTED] [REDACTED]
20 [REDACTED] [REDACTED]
21 [REDACTED] [REDACTED]
22 [REDACTED] [REDACTED]

23 368 Q Okay. And am I right that, provided you got clear
24 title to all 101 units or the land that makes them
25 up at Cameray Gardens, you really didn't care who

1 the legal or beneficial owners of those individual
2 stratas lots were?

3 A No.

4 369 Q That's correct?

5 A That's correct.

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 Gardens purchase

2 [REDACTED] [REDACTED]
3 [REDACTED] [REDACTED]
4 [REDACTED] [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED] [REDACTED]
9 [REDACTED]

10 [REDACTED] [REDACTED] [REDACTED]
11 [REDACTED]
12 [REDACTED] [REDACTED]

13 475 Q Did you ever seek sort of business guidance or
14 advice from anyone else other than your lawyers
15 about the potential purchase of Cameray Gardens?

16 A No.

17 476 Q The decision-making was all yours? You didn't --

18 A Correct.

19 477 Q You didn't seek the advice of others?

20 A No.

21 478 Q That's correct?

22 A Correct.

23 CNSL P. ROBERTS: Did we mark this one?

24 CNSL R. POWER: I have PLA306 as Exhibit 6 marked.

25 CNSL P. ROBERTS:

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 490 Q And your email in 2022 and 2023 was
25 brixton.dev@gmail.com?

1 A That's correct.

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]

12 507 Q Let me make sure I got this straight. In order to
13 purchase -- in order for 103 to purchase Cameray
14 Gardens, you needed to obtain financing?

15 A That's correct.

16 508 Q And am I correct that you personally never
17 approached any lenders seeking financing?

18 A That's correct.

19 509 Q You relied on mortgage brokers?

20 A That's correct.

21 510 Q And I'm aware of two mortgage brokers that you
22 used. Were there any more than those two?

23 A No. Just those two.

24 511 Q Okay. And do you recall the names of those
25 mortgage brokers?

1 A Yeah. It's Aaron Chee and Michelle Child.
2 512 Q Aaron, A-a-r-o-n?
3 A A-a-r-o-n.
4 513 Q C-h-e-e?
5 A That's correct.
6 514 Q And that was the first broker you approached?
7 A Yes.
8 515 Q Okay. And the second one was ...?
9 A Michelle Child.
10 516 Q Child?
11 A Yeah.
12 517 Q Okay. And that was the second broker you
13 approached; correct?
14 A Yes, that's correct.
15 518 Q And am I right that you didn't approach her until
16 late in 2023?
17 A Yes. Around -- no, I was talking to her in around
18 September, August, September.
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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24
25

[REDACTED]

CNSL P. ROBERTS:

535 Q When did you start looking for financing?

A September, October.

536 Q Of 2023?

A Yes.

[REDACTED]

1 CNSL P. ROBERTS:

2 [REDACTED] [REDACTED] [REDACTED]
3 [REDACTED]
4 [REDACTED] [REDACTED] [REDACTED]
5 [REDACTED] [REDACTED] [REDACTED]
6 [REDACTED] [REDACTED] [REDACTED]
7 [REDACTED] [REDACTED] [REDACTED]
8 [REDACTED]
9 [REDACTED] [REDACTED]

10 CNSL P. ROBERTS: Okay. I don't think that email has been
11 produced, so can you either identify it in your
12 production or produce all email correspondence
13 between you and Abacus North, including with
14 Mr. Perera.
15 **REQUEST 20: Provide or identify in production all**
16 **email correspondence between Mr. Bhatia and Abacus**
17 **North, including Sam Perera**

18 THE WITNESS: Yeah.

19 CNSL P. ROBERTS:

20 569 Q And is it accurate to say that on December 15th,
21 2023, you did not have financing for Cameray
22 Gardens?

23 A It is accurate.

24 570 Q And for that reason, you were unable to complete
25 the transaction?

1 A That's correct.

2 CNSL P. ROBERTS: Okay. I note the time. So we're going to
3 have to come back, if that's okay with you.

4 (DISCUSSION OFF THE RECORD)

5 CNSL P. ROBERTS: So we'll adjourn generally.

6 (PROCEEDINGS ADJOURNED AT 4:04 P.M.)

7 REPORTER CERTIFICATION

8 I, Michael Thomas, Official Reporter in the
9 Province of British Columbia, Canada, BCSRA No.
632, do hereby certify:

10 That the proceedings were taken down by me in
11 shorthand at the time herein set forth, and
12 thereafter transcribed, and the same is a true and
correct and complete transcript of said
proceedings to the best of my skill and ability.

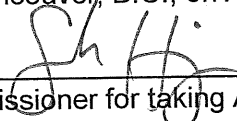
13 IN WITNESS WHEREOF, I have hereunto
14 subscribed my name on this day, the 27th day of
May, 2024.

15 

16 Michael Thomas
17 Official Reporter

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19
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21
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23
24
25

This is Exhibit "B" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C., on August 7, 2024.



A Commissioner for taking Affidavits within
British Columbia.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference December 07, 2022.

BETWEEN:

THE OWNERS, STRATA PLAN NW289
 c/o Lawson Lundell LLP
 1600 Cathedral Place
 925 West Georgia Street
 Vancouver, British Columbia
 V6C 3L2

(the "Vendor")

AND:

1038573 B.C. LTD.
 c/o Purchaser's Agent

(the "Purchaser")

WHEREAS:

- A. The Vendor is a strata corporation that is the duly authorized entity to offer for sale the Property and the Liquidator will be the legal and beneficial owner of the Property on the Completion Date; and
- B. The Purchaser wishes to purchase all of the legal and beneficial interest in the Property from the Vendor and/or the Liquidator, and the Vendor wishes to sell all of the legal and beneficial interest in the Property to the Purchaser on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions and provisos contained herein, and the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

The following terms will have the following meanings:

- (a) “**Agent**” means the Vendor’s Agent and the Purchaser’s Agent;
- (b) “**Appliances**” means all washers, dryers, refrigerators, ovens, stoves, and built in dishwashers within any of the Strata Lots as of the date hereof or replacements thereof in working order;
- (c) “**Assignment of Leases**” has the meaning ascribed thereto in subsection 7.1(b);
- (d) “**Assignment of Service Contracts**” has the meaning ascribed thereto in subsection 7.1(h);
- (e) “**BCSC**” has the meaning ascribed thereto in subsection 6.1(b);
- (f) “**Business Day**” means a day that is not a Saturday, Sunday or a day when land title offices are closed in British Columbia;
- (g) “**Completion Date**” has the meaning ascribed thereto in subsection 3.1;
- (h) “**Contamination**” means the presence of any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use (including as part of any existing building or improvement), transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws or the existence of which in or as part of the soils or groundwater of the Property will or may require the remediation thereof under Environmental Laws;
- (i) “**Court Order**” has the meaning ascribed thereto in subsection 6.1(b);
- (j) “**Deposit**” means collectively, the First Deposit and, when paid, and any subsequent deposits;
- (k) “**Environmental Laws**” means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Property in force with respect, in any way, to the environment, health or occupational health and safety, including with respect, in any way, to the protection of people, plants, animals, natural ecosystems and the natural environment (including in the context of the development of land, workplace safety and otherwise), and including all applicable policies, guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time;
- (l) “**Equipment**” means all the chattels, personal property, goods, equipment, inventory and supplies used by the Vendor or anyone on the Vendor’s behalf exclusively in connection with the operation, use, enjoyment, maintenance or management of the Property and owned by the Vendor or subject to a conditional

sale agreement in favour of the Vendor as of the reference date set out above, but for clarity shall not include any Appliances;

- (m) "ETA" means the *Excise Tax Act* (Canada);
- (n) "Execution Date" means the date this Agreement is fully executed and delivered by each of the parties hereto;
- (o) "Expense Items" has the meaning ascribed thereto in Section 3.3;
- (p) "First Conditions" has the meaning ascribed thereto in subsection 6.1(a);
- (q) "First Conditions Period" means January 25, 2023, or such longer period as the Vendor and Purchaser may mutually agree to in writing;
- (r) "First Deposit" means the amount paid by the Purchaser pursuant to subsection 2.3(a);
- (s) "General Assignment" has the meaning ascribed thereto in subsection 7.1(l);
- (t) "GST" means federal goods and services tax and/or any other similar or replacement tax;
- (u) "Individual Strata Lot Contracts" has the meaning ascribed thereto in section 10.1;
- (v) "Land Title Office" has the meaning ascribed thereto in Section 3.4;
- (w) "Leases" means every agreement, whether written or oral, partly written and partly oral, pursuant to which any person has any interest in the Property in the nature of a tenancy or a right to occupy premises, including any modification or extension thereof, and "Lease" means any of such Leases;
- (x) "Liquidator" means the liquidator appointed in respect of, and vested with the ownership of, the Property in furtherance of the terms hereof;
- (y) "Permitted Encumbrances" means the charges, reservations and restrictions set out in Schedule A hereto;
- (z) "Person" includes a firm, partnership, limited partnership, corporation or other entity;
- (aa) "Project Documents" means:
 - (i) current surveys or real property reports of the Property;
 - (ii) copies of plans and specifications for and relating to the Building, including mechanical, architectural, electrical and "as-built" drawings and

- building specifications, and any development, building or occupancy permits for the Property, all if in the Vendor's possession;
- (iii) all environmental reports on the Property in the Vendor's possession;
 - (iv) copies of all Service Contracts that the Vendor requires the Purchaser to assume;
 - (v) any and all Leases in the possession and control of the Vendor; and
 - (vi) copies of all current *Strata Property Act* Form K's in the possession or control of the Vendor.
- (bb) "**Property**" means all of the lands and premises within Strata Plan NW289, municipally located at 3925 Kingsway, Burnaby, British Columbia, V5H 3Y7 and 5715 Jersey Avenue, Burnaby, British Columbia, V5H 2L3 and more particularly described in Schedule "B" hereto together with all improvements thereon and rights and benefits appurtenant thereto;
 - (cc) "**Purchase Price**" means the amount set out in Section 2.2;
 - (dd) "**Purchaser's Agent**" means the agent as designated by the Purchaser in writing;
 - (ee) "**Purchaser's Solicitors**" means the solicitor, firm or firms of lawyers qualified to practice law in British Columbia as may be retained by the Purchaser from time to time and notice of which is provided to the Vendor;
 - (ff) "**Sale Approval**" has the meaning ascribed thereto in subsection 6.1(b);
 - (gg) "**Second Condition**" has the meaning ascribed thereto in subsection 6.1(b);
 - (hh) "**Second Condition Period**" means the period of Ninety (90) days from the waiver or satisfaction of the First Conditions, or such longer period as the Vendor and Purchaser may agree in writing;
 - (ii) "**Service Contracts**" means all agreements entered into by the Vendor with respect to the furnishing of supplies or services to the Property or with respect to the management or operation of the Property (including agreements with janitors, building managers and other management or maintenance personnel other than owners, officers and employees of the Vendor);
 - (jj) "**Strata Lot Owners**" means all of the owners of the Strata Lots, and "**Strata Lot Owner**" means the owner of any Strata Lot;
 - (kk) "**Strata Lots**" means all of the strata lots in the Strata Plan, and "**Strata Lot**" means any of the Strata Lots;
 - (ll) "**Strata Plan**" has the meaning ascribed thereto in subsection 6.1(b);

- (mm) "Transfer" has the meaning ascribed thereto in subsection 7.1(a);
- (nn) "Vendor's Agent" means the Brokers and the Designated Agents as defined in the Exclusive Listing Agreement made among the Vendor, the Brokers and the Designated Agents dated June 28, 2022; and
- (oo) "Vendor's Solicitors" means Lawson Lundell LLP.

**ARTICLE 2
PURCHASE PRICE AND PAYMENT**

2.1 Agreement

The Purchaser hereby agrees to purchase the Property, the Equipment, the Project Documents and the Appliances from the Vendor and/or the Liquidator, subject to and on the terms and conditions set forth herein, and the Vendor agrees to sell the Property to the Purchaser, subject to and on the terms and conditions set forth herein.

2.2 Purchase Price

The purchase price for the Property will be Sixty One Million Dollars (\$61,000,000) subject to adjustment pursuant to section 3.3.

2.3 Payment of Purchase Price

The Purchase Price will be paid as follows:

- (a) as to Three Million Dollars (\$ 3,000,000) (the "First Deposit"), by payment of such amount by the Purchaser to the Purchaser's Solicitors in trust within three (3) Business Days of the satisfaction of all of the conditions precedent set out in subsection 6.1(a); and
- (b) as to the balance of the Purchase Price (subject to the adjustments made pursuant to Section 3.3), by payment of such amount by the Purchaser to the Liquidator by way of solicitor's certified trust cheque, bank draft or wire transfer on behalf of the Vendor on the Completion Date.

2.4 Investment of Deposit

The Deposit will be invested by the Purchaser Solicitors in an interest-bearing trust account or certificate of deposit, with interest for the account of the Purchaser unless the Deposit and interest thereon is paid to the Liquidator on behalf of the Purchaser pursuant to subsection 2.5(a)(ii).

2.5 Application of Deposit

Upon waiver or satisfaction of the Second the Vendor and Purchaser authorizes the Purchaser's solicitors to release from the Deposit up to \$100,000 in aggregate, to pay the Vendor's costs to

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satisfy the Second Conditions, including legal and liquidator fees, provided the Vendor has first given the Purchaser an accounting of such costs.

The remainder of the Deposit will be:

- (a) paid to the Liquidator on behalf of the Purchaser:
 - (i) on the Completion Date on account of the Purchase Price, if the Liquidator and the Purchaser complete the sale and purchase of the Property on the Completion Date; or
 - (ii) together with interest earned on the Deposit, upon the default of the Purchaser, if the Purchaser is in default of its obligation to complete the purchase of the Property hereunder, unless such default is waived in writing by the Liquidator, and the Deposit so paid to the Liquidator will be absolutely forfeited to the Liquidator on behalf of the Vendor as liquidated damages as the Liquidator's and Vendor's sole and exclusive remedy and this Agreement will terminate forthwith upon such payment being made; or
- (b) paid to the Purchaser (less the \$10.00 paid by the Purchaser to the Vendor pursuant to Section 6.1):
 - (i) together with interest earned on the Deposit, if the Vendor and the Liquidator, respectively, do not notify the Purchaser of the satisfaction of all of the conditions precedent set out in subsections 6.1(b) in the manner and within the time provided herein;
 - (ii) together with interest earned on the Deposit, if the Purchaser does not notify the Vendor of the satisfaction or waiver of all of the First Conditions set out in subsection 6.1(a) in the manner and within the time provided herein;
 - (iii) together with interest earned on the Deposit, upon the default of the Liquidator, if the Liquidator is in default of its obligation to complete the sale of the Property hereunder, unless such default is waived in writing by the Purchaser or the Purchaser has elected to complete the purchase of the Property, without prejudice to any other right or remedy of the Purchaser; or
 - (iv) if the Purchaser terminates this Agreement pursuant to Section 3.4.

ARTICLE 3 COMPLETION, POSSESSION AND ADJUSTMENTS

3.1 Completion

The completion of the transactions contemplated by this Agreement will occur on October 25, 2023 (the "Completion Date"), or such other date as may be agreed to in writing by the Vendor

and the Purchaser, and the place of closing will be the offices of the Purchaser's Solicitors in Vancouver, British Columbia.

3.2 Possession

The Liquidator will deliver to the Purchaser possession of the Property free from all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances on the Completion Date.

3.3 Adjustments

The Purchaser will be responsible for all taxes, rates, assessments and other charges and will be entitled to receive all income relating to the Property from and including the Completion Date and all adjustments, both incoming and outgoing, of whatsoever nature will be made as of the Completion Date and the payment due pursuant to subsection 2.3(b) will be adjusted accordingly. Adjustments will be made for rent, taxes, local improvement rates and charges, water and assessment rates, utilities, fuel costs and all other items ordinarily adjusted in similar transactions in the City of Burnaby (all such items, excluding rent, are hereinafter referred to as the "Expense Items"). If any of the Expense Items has not been paid up to the Completion Date, the Purchaser shall have the right to pay out of the portion of the Purchase Price due on completion such amount or amounts as may be necessary to bring the Expense Item completely current as of the Completion Date. Any tenant inducements, damage deposits, leasing commissions and landlord's work and tenant improvements outstanding at the Completion Date (whether due before or after the Completion Date) shall be for the Vendor's account and adjusted in favour of the Purchaser on the Completion Date. The Liquidator on behalf of the Vendor shall not be credited for arrears of rent or other accounts receivable (if any) which accrue prior to the Completion Date. Such amounts (if any) shall remain the property of the Liquidator on behalf of the Vendor and the Liquidator on behalf of the Vendor shall retain the right to pursue recovery of the same. The Vendor acknowledges and agrees that the Vendor will not be entitled to an adjustment in respect of strata fees paid by Owners to the Vendor for the month in which this transaction completes.

If the sale and purchaser of the Property proceeds in accordance with Section 10.1, the solicitor for the Strata Lot Owners will hold and deal with the Holdback Amount in accordance with this Section 3.3.

3.4 Risk

The Property will be at the Vendor's risk until the acceptance of the Transfer for registration in the applicable Land Title Office (the "Land Title Office") and thereafter at the Purchaser's risk. Pending completion, the Vendor, or the Liquidator on behalf of the Vendor, will hold all insurance policies and any proceeds derived therefrom in trust for the Purchaser and in the event of loss or damage to the Property occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection, war or otherwise howsoever, the Purchaser may, at its option, apply the amount of such insurance proceeds paid or payable to the Vendor with respect thereto (and any applicable deductible amount) in reduction of the Purchase Price and complete the purchase of the Property or terminate this Agreement.

ARTICLE 4
VENDOR'S COVENANTS AND REPRESENTATIONS AND WARRANTIES

4.1 Vendor's Covenants

The Vendor covenants and agrees that it will:

- (a) permit the Purchaser and the Purchaser's employees, engineers, agents and advisors to enter onto the Property upon reasonable written notice and carry out such inspections, tests, studies, surveys and investigations of the Property as the Purchaser may reasonably require, including, but not limited to, taking samples of soils, groundwater and other materials located in, on or under the Property;
- (b) deliver, or cause to be delivered, to the Purchaser, within ten (10) Business Days of the Execution Date:
 - (i) copies of all Leases in the Vendor's possession;
 - (ii) a list of all of the Service Contracts together with copies of all written Service Contracts and relevant particulars of all unwritten Service Contracts; and
 - (iii) the Project Documents;
- (c) maintain in force insurance covering loss or damage to the Property and covering public liability, in both cases against such risks and to such limits as are in accordance with past practices;
- (d) from the Execution Date until the Completion Date, conduct or cause to be conducted all business in respect of the Property in accordance with prudent business practices given the nature of the Property, and without limiting the generality of the foregoing:
 - (i) provide the Purchaser with particulars of any Service Contract entered into or modified after delivery of the material referred to in subsection 4.1(b);
 - (ii) use its commercially reasonable efforts to preserve the Property intact as would a prudent owner;
 - (iii) not enter into or permit to be entered into any contract or agreement or any transaction whatsoever in respect of the Property other than in the ordinary and usual course of business;
 - (iv) if any Strata Lot Owner enters into, modifies, terminates or accepts a surrender of any Lease, or enters into a replacement Lease on similar terms, the Vendor will provide or cause to be provided a copy of same, and of any new *Strata Property Act* Form K received, to the Purchaser as soon as reasonably possible. The Vendor shall not be in breach of this

Agreement, if any of the Strata Lot Owners enters into a month-to-month lease of their Strata Lot and fails to provide the same to the Vendor;

- (e) cancel and terminate, or cause to be cancelled and terminated, all contracts, including the Service Contracts, which relate to the Property excepting only those that the Purchaser elects in writing before the expiry of the Second Conditions Period to have assigned to it, effective as of the Completion Date;
- (f) pay all amounts due, owing or payable pursuant to the Service Contracts to and including the Completion Date;
- (g) execute, or cause to be executed, and return to the Purchaser or the Purchaser's Solicitors as soon as is reasonably possible all consents or letters of authority which it may be necessary for the Vendor to execute in order for the Purchaser to conduct such due diligence searches with respect to the Vendor and the Property as it determines to be necessary in connection with the transactions contemplated herein;
- (h) does hereby consent to and authorize the Purchaser to enter into discussions and negotiations with the City of Burnaby or any other relevant authority and to make applications, in the name of the Vendor, for any permits or approvals required by the Purchaser in connection with any proposed development of the Property, and the Vendor will execute and deliver, or cause to be executed and delivered, any consents requested in respect of such applications and agrees not to oppose or otherwise seek to hinder or delay, or permit any opposition, hindrance or delay with respect to, any such discussions, negotiations or applications, or any approvals arising therefrom; and
- (i) upon removal by the Purchaser of the First Conditions, use commercially reasonable efforts to fulfill the Second Conditions.

4.2 Vendor's Representations and Warranties

The Vendor represents and warrants to the Purchaser as representations and warranties that are true at the date hereof and will be true at the time of completion and that are to continue and to survive the purchase of the Property by the Purchaser thereafter regardless of any independent investigations that the Purchaser may cause to be made and regardless of the removal or waiver of any condition precedent, that, subject to the limitations, if any, expressed herein:

- (a) the Liquidator will have good and marketable legal and beneficial title to the Property on the Completion Date, free and clear of all liens, claims, charges, encumbrances and legal notations other than the Permitted Encumbrances;
- (b) all necessary action on the part of the Vendor and the Strata Lot Owners has been or will be taken to authorize and approve the execution and delivery of this Agreement and the completion of the transactions contemplated herein;

- (c) there is no action, suit, claim, litigation or proceeding pending or to the Vendor's knowledge threatened against the Vendor or in respect of the Property or the use or occupancy thereof before any court, arbiter, arbitration panel or administrative tribunal or agency which, if decided adversely to the Vendor, might materially affect the Vendor's ability to perform any of the Vendor's obligations hereunder and no state of facts exists which could constitute the basis of any such action, suit, claim, litigation or proceeding;
- (d) except as contemplated herein, no consent or approval of or registration, declaration or filing with, any governmental commission, board, court or other regulatory body is required for the execution or delivery of this Agreement by the Vendor, the validity or enforceability of this Agreement against the Vendor or the Liquidator;
- (e) neither the Vendor entering into this Agreement nor the performance by the Vendor of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, document or agreement to which the Vendor is bound or subject;
- (f) the Property and the use thereof do not contravene any registered covenant and the Vendor has not received and has no knowledge of any notice or request from any governmental authority or official, insurance company or board of fire underwriters requesting the performance of any work or alteration in respect of any of the Property;
- (g) the Vendor is "resident" in Canada for the purposes of the *Income Tax Act* (Canada) though individual Strata Lot Owners may not be;
- (h) the Vendor has no present or future obligation to construct or provide, or to pay any amount to any person in connection with, off site services, utilities or similar services in connection with the Property;
- (i) to the best of the Vendor's knowledge, there is no improvement on any lands adjoining the Property encroaching upon the Property and no improvement on the Property encroaching on any adjoining lands;
- (j) the Vendor has received no notice of and has no knowledge of any proposed expropriation of the Property or any part thereof or any intention of the applicable municipal authority to alter its zoning bylaw so as to affect or potentially affect the Property;
- (k) to the best of the Vendor's knowledge, all materials, services and utilities in use for the operation, use or occupation of the Property (including, without limitation, mechanical, drainage, electrical, plumbing, ventilating systems, elevators, sidewalks, streets, curbs, sewers, storm and water main connections):
 - (i) have been maintained in all material respects in a manner which a prudent strata corporation of a similar property of a similar age would adopt;

- (ii) are in normal operating condition and in a reasonable state of repair and are free of all material defects, normal wear and tear excepted; and
 - (iii) have been paid for in full and all installation and connection fees and all local improvement, municipal, real property, school and other taxes and assessments of any kind whatsoever levied by any governmental authority having jurisdiction which are due or payable by the Vendor in respect of the foregoing, are paid in full to the due date for payment thereof except for current charges for utilities consumed in the Property and, except as disclosed to the Purchaser in writing on the Completion Date, will be paid in full to the Completion Date or adjusted for as of the Completion Date;
- (l) the Equipment will, on the Completion Date:
- (i) be free and clear of all claims, liens, charges and encumbrances;
 - (ii) be assignable by the Vendor to the Purchaser; and
 - (iii) have been maintained in a manner which a prudent owner of such property would adopt, subject to normal wear and tear;
- (m) to the best of the Vendor's knowledge, there are no Leases except those disclosed pursuant to Section 4.1(b)(i);
- (n) each of the Service Contracts is in good standing and assignable to the Purchaser, there being no default thereunder by the Vendor or the other contracting parties thereto, and contains the entire agreement between the parties identified therein;
- (o) the Vendor will not have any employees or be party to any employment agreements as of the Completion Date; and
- (p) the Vendor has not failed to disclose to the Purchaser any material fact or information relating to or concerning the Property of which the Vendor is aware.

4.3 Survival of Representations and Warranties and Indemnity

The representations and warranties contained in Section 4.2 shall survive the Completion Date for a period of 12 months. The Vendor will indemnify the Purchaser against, and save it harmless from, any loss, cost or damage of any nature whatsoever sustained by the Purchaser directly or indirectly by reason of a breach, inaccuracy or incompleteness of any of the warranties or representations set forth in Section 4.2. The Vendor acknowledges and agrees that the Purchaser has entered into this Agreement relying on such warranties and representations and the other warranties, representations, terms and conditions set out in this Agreement.

4.4 As Is Where is

The Purchaser acknowledges and agrees that other than the representations and warranties made by the Vendor in Section 4.2, the Vendor makes no representations or warranties respecting the Property and Equipment or the condition, including environmental condition (respecting which

the Vendor shall have no obligation to provide a site profile) thereof, and that the Purchaser is purchasing the same on an "as is, where is" basis and shall satisfy itself as to all aspects thereof.

ARTICLE 5 PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to the Vendor as representations and warranties that are true at the date hereof and will be true as of the Completion Date as follows:

- (a) the Purchaser is a body corporate duly continued and validly existing under the laws of the Province of British Columbia and duly qualified to purchase and own the Property and the Purchaser has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;
- (b) all necessary corporate action on the part of the directors and shareholders of the Purchaser has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein;
- (c) there is no action or proceeding pending or to the Purchaser's knowledge threatened against the Purchaser before any court, arbiter, arbitration panel, administrative tribunal or agency which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform its obligations hereunder; and
- (d) neither the Purchaser entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject.

5.2 Survival of Representations and Warranties and Indemnity

The representations and warranties contained in Section 5.1 shall survive the Completion Date for a period of 12 months. The Purchaser will indemnify the Vendor against, and save it harmless from, any loss, cost or damage of any nature whatsoever sustained by the Vendor directly or indirectly by reason of a breach, inaccuracy or incompleteness of any of the warranties or representations set forth in Section 5.1. The Purchaser acknowledges and agrees that the Vendor has entered into this Agreement relying on such warranties and representations and the other warranties, representations, terms and conditions set out in this Agreement.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Conditions Precedent

The obligation of the Purchaser and the Vendor to complete the purchase of the Property on the Completion Date is subject to the following conditions precedent being satisfied, or waived if expressly permitted hereunder, in the manner and within the time provided herein:

- (a) by 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to
- (i) the physical condition of the Property, including the results of any environmental and geotechnical investigations by or on behalf of the Purchaser;
 - (ii) the status, form and substance of the Leases (including the rent payable and the tenants' covenants thereunder), and the Service Contracts;
 - (iii) the Purchaser being, satisfied in its sole discretion, able to secure satisfactory financing for the purchase and development of the Property,
- (collectively, the "First Conditions");
- (b) by 4:00 p.m. (Vancouver time) on the last day of the Second Condition Period, this Agreement having been approved and ratified by a resolution passed by a three quarter (3/4) vote resolution of the Strata Lot Owners at a special general meeting of the Vendor
- (i) the sale of the Property in accordance with the terms and conditions of this Agreement by the Liquidator to the Purchaser having been approved by the BCSC (the "Sale Approval"); and
 - (ii) all applicable appeal periods in respect of the Court Order and the Sale Approval will have expired without any appeal of the Court Order and/or the Sale Approval being filed,
- (collectively, the "Second Conditions").

The parties agree that this Agreement will become an unconditional contract for the sale and purchase of the Property forthwith upon the satisfaction or waiver of all of the Second Conditions.

On the Completion Date, prior to the filing of the Transfer (as defined in Section 7.1(a)) by the Purchaser' Solicitors pursuant to Section 8.2, the Liquidator will file the Court Order with the Land Title Office for the purposes of vesting in the Liquidator title to the Property, obtain a post-filing registration check of the property index in accordance with Section 8.3, and provide same to the Purchaser. The parties agree and acknowledge that full registration of the Court Order and related documents, and issuance of a title for the resulting consolidated Property by the Land Title Office is a condition of closing for the benefit of the Purchaser, subject always to section 10.1

In consideration of \$10.00 non-refundable to be paid by the Purchaser to the Vendor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Vendor, the Vendor agrees not to revoke its acceptance of this Agreement while this Agreement remains subject to any of the Second Conditions. For greater certainty, the Purchaser acknowledges and agrees that the \$10.00 paid to the Vendor pursuant to this paragraph is the

absolute property of the Vendor and in no event shall such \$10.00 be returnable to or paid to the Purchaser pursuant to subsection 2.5(b).

6.2 Satisfaction and Waiver of Conditions Precedent

- (a) The First Conditions are for the Purchaser's sole benefit and each may be waived unilaterally by the Purchaser, at the Purchaser's election, and if the Purchaser does not give the Vendor notice of the satisfaction or waiver of such conditions precedent within the time herein provided then the Purchaser's obligation to purchase the Property will be at an end and, subject to subsection 2.5(b), this Agreement will forthwith terminate. However, if the Purchaser does not waive or satisfy the First Conditions, it shall provide the Vendor with a written summary of its due diligence results including copies of any written reports commissioned and received by the Purchaser.
- (b) The Second Condition is for the mutual benefit of the Purchaser and the Vendor and may not be declared satisfied or waived unilaterally by either party. If the Vendor or the Liquidator, in the case of the Second Condition, does not give the Purchaser notice of the satisfaction of such conditions precedent (together with reasonable supporting documentation to show that such conditions precedent have been satisfied) within the time herein provided then the Purchaser's obligation to purchase the Property will be at an end and, subject to subsection 2.5(b), this Agreement will forthwith terminate.

ARTICLE 7 PREPARATION OF CLOSING DOCUMENTS

7.1 Vendor's Delivery of Closing Documents

On or before the Completion Date, the Vendor will cause the Vendor's Solicitors to deliver to the Purchaser's Solicitors, the following items, duly executed by the Vendor, and/or the Liquidator, as applicable, and in registrable form wherever appropriate, to be dealt with pursuant to Article 8:

- (a) a Form A Freehold Transfer (the "**Transfer**") conveying the Property from the Liquidator to the Purchaser, subject only to the Permitted Encumbrances;
- (b) an assignment (the "**Assignment of Leases**") to the Purchaser of the interest of the Liquidator in the Leases, including provision for continued responsibility of the Vendor, or any Strata Lot Owners, for liabilities and defaults thereby incurred or committed prior to the Completion Date and an indemnity therefrom in favour of the Purchaser with respect thereto and an assumption by the Purchaser of the landlord obligations under the Leases for the period from and after the Completion Date and an indemnity in favour of the Vendor and the Liquidator in respect of liabilities arising or defaults occurring during the period from and after the Completion Date;
- (c) copies of the Leases;

- (d) directions to all tenants of the Property directing the tenants to pay future rental payments to the Purchaser or as directed by the Purchaser;
- (e) a certificate pursuant to Section 116 of the *Income Tax Act* (Canada) confirming that the Vendor is not a non-resident of Canada;
- (f) a Vendor's statement of adjustments prepared in accordance with Section 3.3;
- (g) a registrable bill of sale conveying and assuring to the Purchaser good and marketable title in and to all of the Appliances and all of the Equipment, free and clear from any lien, claim, charge or encumbrance of any kind or nature whatsoever, and all warranties in respect of the Equipment which are assignable;
- (h) an assignment (the "Assignment of Service Contracts") to the Purchaser of any Service Contracts that the Purchaser has elected to acquire in accordance with subsection 4.1(e);
- (i) a notification to all contracting parties (other than the Vendor) to each Service Contract that the Purchaser has elected to acquire in accordance with subsection 4.1(e), that such Service Contract has been assigned to the Purchaser together with the consent of such contracting parties to the assignment if required pursuant to the Service Contract;
- (j) a copy of the notices by which the Liquidator has terminated the Service Contracts excepting those only, if any, which the Purchaser has elected to acquire in accordance with subsection 4.1(e);
- (k) an agreement by which the Vendor agrees to indemnify and save harmless the Purchaser from any claim pursuant to the Services Contracts not assigned to the Purchaser;
- (l) a general assignment (the "General Assignment") to the Purchaser of all right, title and interest and benefit in and to all contracts, covenants, warranties, representations, indemnities, studies, tests, reports, plans, drawings, applications and permits or any other benefits or rights which are assignable and which pertain to the Property and which the Purchaser has elected to have assigned to it;
- (m) all keys and like devices for the Property which are in the possession or control of the Vendor or the Liquidator;
- (n) all instructions, manuals, plans and other documents associated with any of the Equipment or any of the improvements on the Property which are in the possession or control of the Vendor or the Liquidator;
- (o) a certificate of a member of the strata council of the Vendor on the Completion Date that each of the warranties and representations of the Vendor set out herein is true and accurate on the Completion Date except as disclosed therein;

- (p) a reference plan prepared pursuant to section 100(1)(A) of the *Land Title Act* consolidating the Strata Lots into a single lot; and
- (q) such other usual and customary documents for real estate transactions of the nature set out in this Agreement as may be required by the Liquidator or the Purchaser, each acting reasonably, or which are reasonably necessary to complete the purchase and sale of the Property.

7.2 Preparation of Closing Documents

The closing documents contemplated in Section 7.1, will be prepared by the Purchaser's Solicitors or the Purchaser's land surveyor (to the extent that preparation is required) at the Purchaser's sole cost and expense and delivered to the Vendor's Solicitors prior to the Completion Date.

7.3 Purchaser's Delivery of Closing Documents

On or before the Completion Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors the following items, duly executed by the Purchaser, to be dealt with pursuant to Article 8:

- (a) the Assignment of Leases;
- (b) the Assignment of Service Contracts, if any;
- (c) the General Assignment;
- (d) a certificate of an officer of the Purchaser on the Completion Date that each of the warranties and representations of the Purchaser set out herein is true and accurate on the Completion Date except as disclosed therein; and
- (e) such other usual and customary documents for real estate transactions of the nature set out in this Agreement as may be required by the Vendor or Purchaser, each acting reasonably, or which are reasonably necessary to complete the purchase and sale of the Property.

ARTICLE 8 CLOSING PROCEDURE

8.1 Payment in Trust

On or before the Completion Date the Purchaser will pay to the Purchaser's Solicitors in trust the amount due to the Vendor pursuant to subsection 2.3(b), as adjusted pursuant to Section 3.3, less the amount to be advanced to the Purchaser on the Completion Date under any mortgage financing arranged by the Purchaser.

8.2 Registration

Forthwith following the payment in Section 8.1 and after receipt by the Purchaser's Solicitors of the documents and items referred to in Section 7.1, on the Completion Date, the Purchaser will cause the Purchaser's Solicitors to file the Transfer in the appropriate Land Title Office concurrently with any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property.

8.3 Closing

Forthwith following the filing referred to in Section 8.2 and upon the Purchaser's Solicitors being satisfied as to the Purchaser's title to the Property after conducting a post-filing for registration check of the property index disclosing only the following:

- (a) the existing title number to the Property;
- (b) the Permitted Encumbrances;
- (c) the pending number assigned to the Transfer;
- (d) the pending numbers assigned to any security documents applicable to any mortgage financing arranged by the Purchaser in connection with the purchase of the Property; and
- (e) any charges granted by the Purchaser,

the Purchaser will cause the Purchaser's Solicitors, forthwith upon receipt by them of the proceeds of any mortgage financing arranged by the Purchaser in connection with the purchase of the Property, to either wire transfer or make available for pick up by the Vendor's Solicitors at the offices of the Purchaser's Solicitors a solicitor's certified trust cheque or bank draft for the amount due to the Vendor pursuant to the Vendor's statement of adjustments, and to release the items referred to in Section 7.1 to the Purchaser and concurrently therewith the Deposit will be released to the Vendor's Solicitors and any interest earned on the Deposit will be released by the Vendor's Solicitors to the Purchaser.

8.4 Concurrent Requirements

It is a condition of this Agreement that all requirements of this Article 8 are concurrent requirements and it is specifically agreed that nothing will be completed on the Completion Date until everything required to be paid, executed and delivered on the Completion Date has been so paid, executed and delivered and until the Purchaser's Solicitors have satisfied themselves as to the Purchaser's title pursuant to Section 8.3.

8.5 Clearing Vendor's Title

If the Property is encumbered by any encumbrance or charge that is not a Permitted Encumbrance, the Vendor's Solicitors shall be entitled to use the proceeds received pursuant to Section 8.3 to obtain a discharge of such encumbrances or charges on or after the Completion Date provided the Vendor's Solicitors undertake to the Purchaser's Solicitors to cause such encumbrances or charges to be discharged from title to the Property.

ARTICLE 9 INTERPRETATION

9.1 References

Any reference in this Agreement to a designated "Article", "section", "subsection", "paragraph" or other subdivision is a reference to the designated Article, section, subsection, paragraph or other subdivision of this Agreement and the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, section, subsection, paragraph or other subdivision of this Agreement.

9.2 Headings

The headings used in and the organization of this Agreement are solely for convenience of reference and will not in any way affect, limit, amplify or modify the terms hereof and will not be construed in any way in the interpretation hereof to be part of this Agreement.

9.3 Non-limiting

The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation") is used with reference thereto.

9.4 Gender and Number

Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.

9.5 Governing Law

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof, and the courts of the Province of British Columbia will have the non-exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with this Agreement and the validity, existence and enforceability hereof.

9.6 Statutes

Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statutes or any regulations that may be passed which have the effect of supplementing or superceding such statutes or regulations.

9.7 Confidentiality

The parties agree that the contents of this Agreement shall remain confidential and shall not be disclosed to any person with the exception of each party's legal, accounting and tax advisors, agents, lenders, consultants, advisors, potential investors, affiliates, the Strata Lot Owners, or as

required by law. If any such person is required by law to disclose the terms of this Agreement to persons other than those identified above, all other parties shall be notified immediately.

ARTICLE 10 MISCELLANEOUS

10.1 Conversion to Individual Strata Lot Contracts

If one hundred percent (100%) of the Strata Lot Owners approve and ratify this Agreement at a special general meeting of the Vendor pursuant to subsection 6.1(b) above, the Purchaser and the Strata Lot Owners, with the consent and approval of the Vendor, may enter into individual contracts of purchase and sale (the "**Individual Strata Lot Contracts**") to facilitate the sale of all of the Strata Lots without having to obtain the Court Order pursuant to subsection 6.1(b); and wind up the Vendor. If the Purchaser and the Strata Lot Owners, with the consent of the Vendor, choose to enter into Individual Strata Lot Contracts, the following terms shall apply:

- (a) the Strata Lot Contract shall be on a form of contract to be prepared by the Vendor's Solicitors, with reasonable amendments as may be agreed to by a Strata Lot Owner and the Purchaser;
- (b) the completion date for each Strata Lot Contract shall be on October 25, 2023, or such other date as may be agreed to in writing by the Vendor and the Purchaser, and the place of closing will be the offices of the Purchaser's Solicitors in Vancouver, British Columbia;
- (c) notwithstanding the execution and delivery of the Individual Strata Lot Contracts, this Agreement shall remain in effect with the provisions thereof regarding the Completion Date being held in abeyance pending the completion of the transactions contemplated in the Individual Strata Lot Contracts.

If all Strata Lot Owners agree to enter into the Individual Strata Lot Contracts prior to the special general meeting of the Vendor pursuant to subsection 6.1(b) above, then the completion date for the Individual Strata Lot Contracts shall be on the Completion Date.

10.2 Increase in Purchase Price

If one hundred percent (100%) of the Strata Lot Owners enter into the Strata Lot Contracts, the Purchase Price shall be increased by an amount equal to fifty percent (50%) of the Property Transfer Tax Savings.

10.3 Contingency Reserve Fund and Operating Fund

Notwithstanding that the Purchaser intends to purchase the Property from the Vendor and/or Liquidator, the Purchaser and Vendor acknowledge and agree that the Purchaser will have no right to the funds maintained by the Vendor on account of the Vendor's operating fund or contingency reserve fund, and that all such monies may be transferred by the Vendor to the Vendor's Solicitors on the Completion Date, or held by the Vendor's strata management firm,

with such funds to be used to pay any accounts of the Vendor due up to the Completion Date and subsequently disbursed to the Strata Lot Owners.

10.4 Time

Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder. If any date or deadline for the doing of any action or delivery of any item or notice falls on a day that is not a Business Day, such date or deadline shall be extended to the next occurring day that is a Business Day.

10.5 No Waiver

No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

10.6 Tender

It is agreed that any tender of documents or money may be made upon the respective solicitors for the parties and that it will be sufficient to tender a solicitor's trust cheque rather than cash.

10.7 GST

With respect to GST exigible in respect of the purchase and sale of the Property:

- (a) the Vendor declares that the sale of the Property is exempt from GST under Section 2, Part I of Schedule V to the ETA;
- (b) if the foregoing declaration is incorrect, the Purchase Price shall be deemed to include any GST exigible with respect to the sale of the Property in accordance with Section 194 of the ETA and the Vendor shall account for and pay or cause to be paid such GST as required under the ETA and indemnify and save harmless the Purchaser from any liability for such payment; and
- (c) the Vendor represents and warrants to the Purchaser that:
 - (i) the Property being sold hereunder is a "multiple unit residential complex" within the meaning of the term as defined for the purposes of the ETA;
 - (ii) the Vendor is not a "builder", within the meaning of the term as defined for the purposes of the ETA, of the Property or any addition to the Property;

- (iii) neither the Vendor nor any Strata Lot Owner has undertaken a "substantial renovation" of the Property, within the meaning of that term as defined for the purposes of the ETA; and
- (iv) neither the Vendor nor any Strata Lot Owner has claimed nor will it claim any input tax credits for GST paid or payable in respect of the Vendor's or any Strata Lot Owner's last acquisition of the Property or any part thereof or in respect of any "improvement" to the Property, within the meaning of the term as defined for the purposes of the ETA.

10.8 Fees and Expenses

Except as provided in Section 2.5, each party will pay its own legal fees. The Purchaser will be responsible for all registration fees and property transfer taxes payable in connection with the registration of the Transfer.

10.9 Agent's Commission

The Vendor will pay any real estate commission payable to the Vendor's Agent as a result of the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser and the Liquidator harmless therefrom. The Vendor will pay any real estate commission payable to the Vendor's Agent any other agent or broker of the Vendor resulting from the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser harmless therefrom. The Vendor confirms that it has not dealt with any real estate broker other than the Vendor's Agent.

The Vendor will pay any real estate commission payable to the Purchaser's Agent being an amount equal to 1.0% of the Purchase Price as a result of the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser harmless therefrom. The Vendor will pay any real estate commission payable to the Purchaser's Agent any other agent or broker of the Purchaser resulting from the purchase and sale of the Property contemplated herein and will indemnify and hold the Purchaser harmless therefrom. The Purchaser confirms that it has not dealt with any real estate broker other than the Purchaser's Agent.

10.10 Disclosure

The Vendor and the Purchaser acknowledge and agree that:

- (a) in accordance with the Code of Ethics of the Canadian Real Estate Association the Vendor's Agent is represented by:
 - (i) Marshall MacLeod of NAI-Commercial;
 - (ii) Brett Aura of TRG Commercial;
 - (iii) David Ho of CBRE Limited; and
 - (iv) Robert Veerman of CBRE Limited.

(together, the "designated agents") have disclosed that they are representing the Vendor in the transaction described in this Agreement;

and

- (b) the Purchaser's Agent representative is to be confirmed in writing by the Purchaser in accordance with the Code of Ethics of the Canadian Real Estate Association;
- (c) the Vendor shall pay the commission and compensation plus applicable taxes due to the Agent pursuant to the transaction described in this Agreement to the Agent.

10.11 Entire Agreement

This Agreement and the schedules hereto and the agreements, instruments and other documents entered into pursuant to this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

10.12 Survival of Representations and Warranties

All representations, warranties, guarantees, promises and agreements made by the parties will survive the Completion Date and the transfer of the Property to the Purchaser.

1.1 Delayed Possession

Each Strata Lot Owner whose Strata Lot is not occupied by a tenant, and is occupied by the Owner of a family member, on the Closing Date will have a period of up to Two (2) months beginning on the day after the Closing Date without payment of any rent or license fee to the Purchaser.

In the event the Strata Lot is not occupied by Owner but is occupied by a tenant, the Purchaser shall assume the tenancy as required by the Residential Tenancy Act.

10.13 Amendment

This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

10.14 Further Assurances

Each of the parties hereto will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

10.15 Notices

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, sent by facsimile or other electronic means or sent by postage prepaid mail and addressed to the parties as follows:

to the Vendor:

The Owners, Strata Plan NW289
 c/o Lawson Lundell LLP
 1600 Cathedral Place
 925 West Georgia Street
 Vancouver, British Columbia
 V6C 3L2

Attention: Edward L. Wilson
 Facsimile: (604) 669-1620
 Email: ewilson@lawswonlundell.com

with a copy to:

Cameray Gardens Real Estate Agents Group

Email: Robert.Veerman@cbre.com;
 David.Ho@cbre.com;
 mmacleod@naicommercial.ca;
 brett.aura@trgcommercial.ca>>

to the Purchaser:

1038573 B.C. LTD.
 c/o Purchaser's Agent
 contact information to be confirmed in writing
 by the Purchaser

with a copy to Purchaser's Lawyer:

1038573 B.C. LTD.
 c/o Purchaser's Solicitors
 contact information to be confirmed in writing
 by the Purchaser

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by facsimile or other electronic means, or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be

delivered or sent by facsimile or other electronic means rather than mailed.

10.16 Assignment

The Purchaser may, without the consent of the Vendor, assign this Offer to Purchase directly or indirectly (including by way of any change of control of the Purchaser) to any other person without the prior written consent of the Vendor. Any and all proceeds are to benefit, monetary or otherwise, will be for the benefit of the Purchaser. Upon any assignment of the rights and interest of the Purchaser under this Agreement:

- (i) the Purchaser will not be released from and will remain liable for all terms, covenants, conditions, representations, warranties, provisions and obligations (including releases and indemnities) of the Purchaser hereunder;
- (ii) any assignee of the Purchaser's interest hereunder will have the benefit of all covenants, representations, warranties and obligations (including releases and indemnities) of the Vendor hereunder, in each case without any further act or agreement being required on the part of the parties.

10.17 Change of Control

Any actual or proposed transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription, from time to time of all or any part of the corporate shares or partnership interests of the Purchaser or of any parent or subsidiary corporation or partnership of the Purchaser or any corporation or partnership which is an associate or affiliate of the Purchaser (as those terms are defined in the British Columbia *Business Corporations Act*), which results in any change in:

- (a) the present effective voting control of the Purchaser by the person holding such voting control at the date of execution of this Agreement (or at the date an assignment of this Agreement to a corporation or partnership is permitted); and/or
- (b) the identity(ies) of the person(s) with decision-making power, directly or indirectly, in respect of: (i) the exercise of some or all of the Purchaser's rights under this Agreement; and/or (ii) the performance of some or all of the Purchaser's obligations under this Agreement, whether such change is or might be immediate, deferred, conditional, exclusive, non-exclusive, permanent or temporary and whether by operation of law or otherwise, but specifically excluding any changes in the identity(ies) of the directors and/or officers of: (x) the Purchaser; or (y) any corporation which is an associate or affiliate of the Purchaser,

("control" or a "change of control", as the context requires),

then any such action resulting in any such change of control of the Purchaser shall be deemed to be an assignment for the purposes of this Agreement, and all provisions in Section 10.17 applicable to an assignment shall apply to any such any change of control of the Purchaser. The

Purchaser shall make available to the Vendor, or its lawful representatives, all corporate or partnership books and records of the Purchaser for inspection at all reasonable times, in order to ascertain whether there has been any change of control of the Purchaser corporation or partnership.

However, this Section 10.18 shall not apply to the Purchaser if and so long as:

- (c) the Purchaser is a public corporation whose shares are traded and listed on any recognized stock exchange in Canada or the United States; or
- (d) the Purchaser is a private corporation but is controlled by a public corporation defined as aforesaid;

so long as in either case prior to or as soon as reasonably possible after any such change of control of the Purchaser, the Vendor receives assurances satisfactory to the Vendor that there shall be continuity of the existing management of the Purchaser, and of its business practices and policies (including those affecting the advertising and promotion of the business in the Premises), notwithstanding any such change of control. The Purchaser may not assign its interest in this Agreement except with the written consent of the Vendor and such consent may unreasonably withheld.

10.18 No Side Deals

The Vendor and Purchaser agree that, except as contemplated by Section 10.1, all negotiations and other dealings regarding the potential winding up and sale of the Property (including any Strata Lots therein), will be conducted solely between the Vendor and the Purchaser, or their authorized agents. For certainty, during the term of this Agreement, the Purchaser will not enter into any agreements with any Strata Lot Owners regarding the Purchaser's purchase of the Property (including any Strata Lots therein) such that any Strata Lot Owner receives a payment or any other consideration from the sale of the Property or that Owner's Strata Lot that all other Owners are not entitled to receive or to participate in, pursuant to the terms of this Agreement.

10.19 Counterparts

This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the reference date set out above, and only one of which need be produced for any purpose.

10.20 Binding Effect

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.

10.21 Electronic Execution

This Agreement may be executed by the parties and transmitted by facsimile or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

10.22 Currency

All dollar amounts referred to are Canadian dollars.

10.23 Construction

The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

10.24 Governing Law

This Agreement shall be governed by the laws of British Columbia.

10.25 Acceptance Date

This offer, or counter-offer, will be open for acceptance until 5:00 p.m. on December _____, 2022, unless withdrawn in writing by the Purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement.

Executed by the Vendor this 2nd day of December, 2022.

**THE OWNERS, STRATA PLAN NW289 by
its Liquidator Crowe MacKay & Company
Ltd.**

Per: _____
Name: Derek Lai
Title: Insolvency Trustee

Executed by the Purchaser this 07 day of December, 2022.

1038573 B.C. LTD.


Per: _____
Name: Kush Bhatia
Title: Director

I have authority to bind the Corporation.

IN WITNESS WHEREOF the parties have executed this Agreement.

Executed by the Vendor this 2nd day of December, 2022.

**THE OWNERS, STRATA PLAN NW289 by
its Liquidator Crowe MacKay & Company
Ltd.**

Per: 
Name: Derek Lai
Title: Insolvency Trustee

Executed by the Purchaser this 02 day of December, 2022.

1038573 B.C. LTD.

Per: 
Name: Kush Bhatia
Title: Director

I have authority to bind the Corporation.

SCHEDULE A
PERMITTED ENCUMBRANCES

Title to each strata lot:

Nil

Common Property Index:

Nil

Leases (existing) and replacement Leases entered into by Strata Lot Owners on similar terms,
between the Execution Date and the Completion Date.

**SCHEDULE B
LEGAL DESCRIPTION AND TITLE SEARCH OF THE LANDS**

PID	LEGAL DESCRIPTION	ADDRESS
001-262-921	STRATA LOT 1	105 – 3925 KINGSWAY
001-262-939	STRATA LOT 2	106 – 3925 KINGSWAY
001-262-947	STRATA LOT 3	107 – 3925 KINGSWAY
001-262-963	STRATA LOT 4	108 – 3925 KINGSWAY
001-262-971	STRATA LOT 5	109 – 3925 KINGSWAY
001-262-980	STRATA LOT 6	110 – 3925 KINGSWAY
001-262-998	STRATA LOT 7	111 – 3925 KINGSWAY
001-263-005	STRATA LOT 8	112 – 3925 KINGSWAY
000-938-530	STRATA LOT 9	114 – 3925 KINGSWAY
001-263-013	STRATA LOT 10	115 – 3925 KINGSWAY
001-263-021	STRATA LOT 11	116 – 3925 KINGSWAY
001-263-030	STRATA LOT 12	117 – 3925 KINGSWAY
001-263-048	STRATA LOT 13	118 – 3925 KINGSWAY
001-263-056	STRATA LOT 14	119 – 3925 KINGSWAY
001-263-064	STRATA LOT 15	101 – 3925 KINGSWAY
001-263-081	STRATA LOT 16	102 – 3925 KINGSWAY
000-859-389	STRATA LOT 17	103 – 3925 KINGSWAY
000-739-979	STRATA LOT 18	104 – 3925 KINGSWAY
001-263-099	STRATA LOT 19	205 – 3925 KINGSWAY
001-263-102	STRATA LOT 20	206 – 3925 KINGSWAY
001-263-111	STRATA LOT 21	207 – 3925 KINGSWAY
001-263-137	STRATA LOT 22	208 – 3925 KINGSWAY
001-263-145	STRATA LOT 23	209 – 3925 KINGSWAY
001-263-153	STRATA LOT 24	210 – 3925 KINGSWAY
001-263-161	STRATA LOT 25	211 – 3925 KINGSWAY
001-263-170	STRATA LOT 26	212 – 3925 KINGSWAY

001-263-188	STRATA LOT 27	214 – 3925 KINGSWAY
001-263-196	STRATA LOT 28	215 – 3925 KINGSWAY
001-263-200	STRATA LOT 29	216 – 3925 KINGSWAY
001-263-218	STRATA LOT 30	217 – 3925 KINGSWAY
001-263-226	STRATA LOT 31	218 – 3925 KINGSWAY
001-263-234	STRATA LOT 32	219 – 3925 KINGSWAY
001-263-242	STRATA LOT 33	201 – 3925 KINGSWAY
001-263-251	STRATA LOT 34	202 – 3925 KINGSWAY
001-263-269	STRATA LOT 35	203 – 3925 KINGSWAY
001-263-277	STRATA LOT 36	204 – 3925 KINGSWAY
001-263-285	STRATA LOT 37	305 – 3925 KINGSWAY
001-263-293	STRATA LOT 38	306 – 3925 KINGSWAY
000-613-754	STRATA LOT 39	307 – 3925 KINGSWAY
001-025-953	STRATA LOT 40	308 – 3925 KINGSWAY
001-263-307	STRATA LOT 41	309 – 3925 KINGSWAY
001-263-315	STRATA LOT 42	310 – 3925 KINGSWAY
001-263-323	STRATA LOT 43	311 – 3925 KINGSWAY
001-263-340	STRATA LOT 44	312 – 3925 KINGSWAY
001-263-358	STRATA LOT 45	314 – 3925 KINGSWAY
001-263-366	STRATA LOT 46	315 – 3925 KINGSWAY
001-263-374	STRATA LOT 47	316 – 3925 KINGSWAY
001-263-382	STRATA LOT 48	317 – 3925 KINGSWAY
001-263-391	STRATA LOT 49	318 – 3925 KINGSWAY
000-564-885	STRATA LOT 50	319 – 3925 KINGSWAY
001-263-404	STRATA LOT 51	301 – 3925 KINGSWAY
001-263-421	STRATA LOT 52	302 – 3925 KINGSWAY
001-263-439	STRATA LOT 53	303 – 3925 KINGSWAY
001-263-447	STRATA LOT 54	304 – 3925 KINGSWAY
001-263-455	STRATA LOT 55	112 – 5715 JERSEY AVENUE
000-814-377	STRATA LOT 56	114 – 5715 JERSEY AVENUE

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001-263-463	STRATA LOT 57	115 – 5715 JERSEY AVENUE
001-263-480	STRATA LOT 58	116 – 5715 JERSEY AVENUE
001-263-498	STRATA LOT 59	101 – 5715 JERSEY AVENUE
001-263-528	STRATA LOT 60	102 – 5715 JERSEY AVENUE
001-263-544	STRATA LOT 61	103 – 5715 JERSEY AVENUE
001-263-561	STRATA LOT 62	104 – 5715 JERSEY AVENUE
001-035-118	STRATA LOT 63	105 – 5715 JERSEY AVENUE
001-263-579	STRATA LOT 64	106 – 5715 JERSEY AVENUE
001-263-595	STRATA LOT 65	107 – 5715 JERSEY AVENUE
001-263-609	STRATA LOT 66	108 – 5715 JERSEY AVENUE
001-263-617	STRATA LOT 67	109 – 5715 JERSEY AVENUE
001-263-625	STRATA LOT 68	110 – 5715 JERSEY AVENUE
001-263-633	STRATA LOT 69	111 – 5715 JERSEY AVENUE
001-263-641	STRATA LOT 70	214 – 5715 JERSEY AVENUE
001-263-650	STRATA LOT 71	215 – 5715 JERSEY AVENUE
001-263-676	STRATA LOT 72	216 – 5715 JERSEY AVENUE
001-263-684	STRATA LOT 73	217 – 5715 JERSEY AVENUE
001-263-706	STRATA LOT 74	201 – 5715 JERSEY AVENUE
001-263-714	STRATA LOT 75	202 – 5715 JERSEY AVENUE
001-263-731	STRATA LOT 76	203 – 5715 JERSEY AVENUE
001-263-749	STRATA LOT 77	204 – 5715 JERSEY AVENUE
001-263-757	STRATA LOT 78	205 – 5715 JERSEY AVENUE
000-473-774	STRATA LOT 79	206 – 5715 JERSEY AVENUE
001-263-765	STRATA LOT 80	207 – 5715 JERSEY AVENUE
001-263-773	STRATA LOT 81	208 – 5715 JERSEY AVENUE
001-263-781	STRATA LOT 82	209 – 5715 JERSEY AVENUE
001-263-790	STRATA LOT 83	210 – 5715 JERSEY AVENUE
001-263-811	STRATA LOT 84	211 – 5715 JERSEY AVENUE
001-263-820	STRATA LOT 85	212 – 5715 JERSEY AVENUE

001-263-838	STRATA LOT 86	314 – 5715 JERSEY AVENUE
001-263-846	STRATA LOT 87	315 – 5715 JERSEY AVENUE
001-263-854	STRATA LOT 88	316 – 5715 JERSEY AVENUE
001-263-862	STRATA LOT 89	317 – 5715 JERSEY AVENUE
001-263-871	STRATA LOT 90	301 – 5715 JERSEY AVENUE
001-263-889	STRATA LOT 91	302 – 5715 JERSEY AVENUE
001-263-897	STRATA LOT 92	303 – 5715 JERSEY AVENUE
001-263-919	STRATA LOT 93	304 – 5715 JERSEY AVENUE
001-263-927	STRATA LOT 94	305 – 5715 JERSEY AVENUE
001-263-935	STRATA LOT 95	306 – 5715 JERSEY AVENUE
001-263-943	STRATA LOT 96	307 – 5715 JERSEY AVENUE
001-263-951	STRATA LOT 97	308 – 5715 JERSEY AVENUE
001-263-960	STRATA LOT 98	309 – 5715 JERSEY AVENUE
001-263-978	STRATA LOT 99	310 – 5715 JERSEY AVENUE
001-263-994	STRATA LOT 100	311 – 5715 JERSEY AVENUE
001-264-001	STRATA LOT 101	312 – 5715 JERSEY AVENUE
	ALL OF DISTRICT LOT 34 GROUP 1 NEW WESTMINSTER DISTRICT STRATA PLAN NW289 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1	

8

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Cameray Gardens

**PURCHASE AND SALE AGREEMENT
ADDENDUM**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

And: **1038573 B.C. Ltd. (the "Purchaser")**

The Purchaser hereby informs the Vendor they are satisfied and waive the following Conditions Precedent:

6.1(a) By 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to

- (i) the physical condition of the Property, including the results of any environmental and geotechnical investigations by or on behalf of the Purchaser;
- (ii) the status, form and substance of the Leases (including the rent payable and the tenants' covenants thereunder), and the Service Contracts.

In consideration of \$1.00 now paid by the Purchaser and the Vendor, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Purchase and Sale Agreement shall be amended as follows:

1. **"First Conditions Period"** means February 24, 2023, or such longer period as the Vendor and Purchaser may mutually agree to in writing.

Dated this 26th day of January, 2023.

PURCHASER:

1038573 B.C. LTD.

Per: _____

Name: Kush Bhatia

Title: Director

I have authority to bind the Corporation

Acknowledged and Agreed this ____ day of January, 2023.

VENDOR:

THE OWNERS, STRATA PLAN NW289
by its Liquidator Crowe MacKay & Company Ltd.

Per: _____

Name: Derek Lai

Title: Insolvency Trustee

**PURCHASE AND SALE AGREEMENT
ADDENDUM**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

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The Purchaser hereby informs the Vendor they are satisfied and waive the following Conditions Precedent:

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- (i) the physical condition of the Property, including the result of any environmental and geotechnical investigations by or on behalf of the Purchaser;
- (ii) the status, form and substance of the Leases (including the rent payable and the tenants' covenants thereunder), and the Service Contracts.

In consideration of \$1.00 now paid by the Purchaser and the Vendor, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Purchase and Sale Agreement shall be amended as follows:

1. "First Conditions Period" means the earlier of:

- (A) one business day after receipt of the Deposit by the Purchaser's solicitors by way of certified, cleared and irrevocable funds; or
- (B) February 24, 2023,

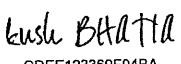
or such longer period as the Vendor and Purchase may mutually agree to in writing.

Dated this 27th day of January, 2023.

PURCHASER:

1038573 B.C. Ltd.

Per:

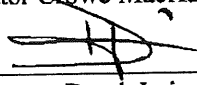
DocuSigned by:

CDEF123369E04BA
Name: Kusha Bhatia
Title: Director
I have authority to bind the Corporation

Acknowledged and Agreed to this 27th day of January, 2023.

VENDOR:

THE OWNERS, STRATA PLAN NW289
by its Liquidator Crowe MacKay & Company Ltd.

Per:


Name: Derek Lai
Title: Insolvency Trustee

**PURCHASE AND SALE AGREEMENT
ADDENDUM**

Further to the Purchase and Sale Agreement dated for reference December 7, 2022 and the Purchase and Sale Agreement Addendum dated January 27, 2023

Between: **The Owners, Strata Plan NW289 (the "Vendor")**

And: **1038573 B.C. Ltd. (the "Purchaser")**

The Purchaser hereby informs the Vendor they are satisfied and waive the following Conditions Precedent:

6.1(a) By 4:00 p.m. (Vancouver time) on the last day of the First Conditions Period, the Purchaser will have satisfied itself in its sole discretion as to

- (iii) The Purchaser being, satisfied in its sole discretion, able to secure satisfactory financing for the purchase and development of the Property.

In consideration of \$1.00 now paid by the Purchaser and the Vendor, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Purchase and Sale Agreement shall be amended as follows:

1. To removed Section 3.1 in its entirety and replace with the following:

"3.1 Completion

The completion of the transactions contemplated by this Agreement will occur on December 15, 2023 (the "**Completion Date**"), or such other date as may be agreed to in writing by the Vendor and the Purchaser, and the place of closing will be the offices of the Purchaser's Solicitors in Vancouver, British Columbia."

Dated this 24th day of February, 2023.

PURCHASER:

1038573 B.C. LTD.

Per:

Kush BHATIA

Name: Kush Bhatia


Title: Director

I have authority to bind the Corporation

Acknowledged and Agreed to this 24th day of February, 2023.

VENDOR:

THE OWNERS, STRATA PLAN NW289
by its Liquidator Crowe MacKay & Company Ltd.

Per: 
Name: Derek Lai
Title: Insolvency Trustee

MUTUAL NOTICE OF SECOND CONDITION SATISFACTION AND/OR WAIVER

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289** (the “Vendor”)

And: **1038573 B.C. Ltd.** (the “Purchaser”)

- A. WHEREAS on May 20, 2023, the Vendor held a special general meeting at which a resolution was proposed to approve the Purchase and Sale Agreement (the “Resolution”);
- B. AND WHEREAS the Resolution achieved over 75% support from the owners present in person or by proxy and was therefore approved.

NOW THEREFORE, for the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

- The parties hereby agree that the Conditions Precedent contained in Section 6.1(b) of the Purchase and Sale Agreement is satisfied and/or waived.

Dated this 24th day of May, 2023.

VENDOR:

THE OWNERS, STRATA PLAN NW289
by its Liquidator Crowe MacKay & Company Ltd.

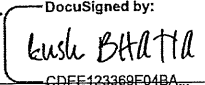
Per: _____

Name: Derek Lai
Title: Insolvency Trustee

PURCHASER:

1038573 B.C. Ltd. DocuSigned by:

Per: _____


CDEE423369F04BA...
Name: Kusha Bhatia
Title: Director
I have authority to bind the Corporation

Acknowledged and Agreed to this 24th day of May, 2023.

MUTUAL NOTICE OF SECOND CONDITION SATISFACTION AND/OR WAIVER

Further to the Purchase and Sale Agreement dated for reference December 7, 2022

Between: **The Owners, Strata Plan NW289** (the "Vendor")

And: **1038573 B.C. Ltd.** (the "Purchaser")

- A. WHEREAS on May 20, 2023, the Vendor held a special general meeting at which a resolution was proposed to approve the Purchase and Sale Agreement (the "Resolution");
- B. AND WHEREAS the Resolution achieved over 75% support from the owners present in person or by proxy and was therefore approved.

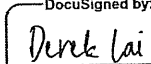
NOW THEREFORE, for the payment of \$10.00 by each of the parties to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties covenant and agree with each other as follows:

- 1. The parties hereby agree that the Conditions Precedent contained in Section 6.1(b) of the Purchase and Sale Agreement is satisfied and/or waived.

Dated this 24th day of May, 2023.

VENDOR:

THE OWNERS, STRATA PLAN NW289
by its Liquidator Crowe MacKay & Company Ltd.

Per: 
DocuSigned by:
 Name: Derek Lai
 Title: Insolvency Trustee

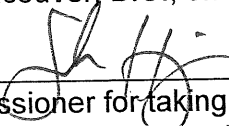
PURCHASER:

1038573 B.C. Ltd.

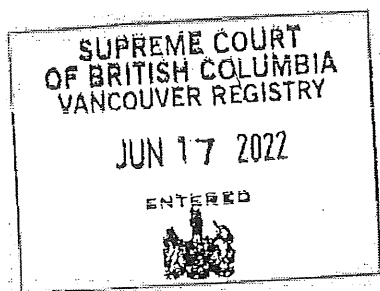
Per: _____
 Name: Kusha Bhatia
 Title: Director
 I have authority to bind the Corporation

Acknowledged and Agreed to this 24th day of May, 2023.

This is Exhibit "C" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C., on August 7, 2024.

A handwritten signature in black ink, appearing to be 'J. H.', written over a horizontal line.

A Commissioner for taking Affidavits within
British Columbia.



NO. S-223926
VANCOUVER REGISTRY

IN THE SUPREME COURT OF CANADA
IN THE MATTER OF THE *STRATA PROPERTY ACT*, S.B.C. 1998, c.43

and

IN THE MATTER OF THE APPLICATION FOR
THE WIND-UP OF STRATA PLAN NWS289

BETWEEN:

THE OWNERS, STRATA PLAN NWS289

PETITIONER

AND:

1161359 B.C. Ltd. and each of the parties set out in
Appendices "A" and "B" to this Petition

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE Justice Milman

FRIDAY, THE 17th DAY OF
JUNE, 2022.

ON THE PETITION of the Petitioner, coming on for hearing at Vancouver, B.C., on Friday, the 17th day of June, 2022, and on hearing Peter J. Roberts, Q.C., counsel for the Petitioner, and upon reading Affidavit #1 of A. Eykelbosh, made May 12, 2022, Affidavit #1 of D. Lai, made May 9, 2022, Affidavit #1 of J. Williams, made May 11, 2022, Affidavit #2 of Janine Williams, made May 11, 2022, Affidavit #1 of P. Lewis, made June 1, 2022, and Affidavit #1 of R. Bhaloo, made June 1, 2022, and no one else appearing although duly served:

THIS COURT ORDERS that:

1. The resolution passed at the special general meeting of the strata corporation, The Owners, Strata Plan NWS289, held on February 15, 2022, at which it was resolved to:

- (a) approve the voluntary winding-up of strata corporation, The Owners, Strata Plan NWS289, and its dissolution;
- (b) approve the appointment of a liquidator, Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd. (the "**Liquidator**"), to wind-up the strata corporation, The Owners, Strata Plan NWS289;
- (c) cancel Strata Plan NWS289;
- (d) dissolve the strata corporation, The Owners, Strata Plan NWS289;
- (e) confirm the Interest Schedule to be applied pursuant to section 278 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "**Interest Schedule**");
- (f) approve the estimate of costs of winding-up of the strata corporation, The Owners, Strata Plan NWS289; and
- (g) surrender to the Liquidator each owner's interest in:
 - (i) the land shown on Strata Plan NWS289, including the common property (the "**Cameray Gardens Lands**");
 - (ii) the land held in the name of or on behalf of the strata corporation, but not shown on Strata Plan NWS289; and
 - (iii) the personal property held by or on behalf of the strata corporation, The Owners, Strata Plan NWS289 (the "**Strata Personal Property**").

be and is hereby confirmed.

2. The appointment of Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, as the Liquidator of the strata corporation, The Owners, Strata Plan NWS289, be and is hereby confirmed pursuant to section 279 of the *Strata Property Act*, S.B.C. 1998, c. 43.

3. The Liquidator shall incur no liability or obligation as a result of its appointment or the carrying out of the terms of this Order, save and except for:

- (a) gross negligence or wilful misconduct on his part; or
- (b) amounts in respect of obligations imposed on liquidators by applicable legislation.

4. Upon the filing of a certified copy of this order in the Land Title Office, the interest of each of the Petitioner and the Respondents set out on Appendix "A" to this Order (collectively, the "Strata Owners") in:

- (a) the Cameray Gardens Lands; and
- (b) the Strata Personal Property;

shall be and is hereby surrendered to and vests in the Liquidator, subject to the mortgages, assignments of rent, land use contracts and other charges registered on title to Strata Lots 1 to 101 and the common property of the Cameray Gardens Lands.

5. It is hereby declared that, upon the surrender to and vesting in the Liquidator of title to the Cameray Gardens Lands, it has been proven to the satisfaction of the court on investigation that the Liquidator has good, safeholding and marketable title to the Cameray Gardens Lands.

6. It is ordered that the authority and powers of the Liquidator shall include:

- (a) to be paid reasonable remuneration out of the proceeds of any sale of Cameray Gardens Lands or the Strata Personal Property, subject to the right of any party to assess that remuneration;
- (b) to employ or retain such other professional services or advisors as are reasonably necessary for the winding up of the strata corporation, The Owners, Strata Plan NWS289, the cancellation of Strata Plan NWS289 and the marketing and sale of the Cameray Gardens Lands and the Strata Personal Property, including legal counsel, realtors and appraisers;
- (c) to publish a notice in compliance with section 331 of the *Business Corporations Act* in the Gazette and a newspaper circulating in the Burnaby area;

- (d) to deal with creditors of the strata corporation, The Owners, Strata Plan NWS289, including the payment, compromise or settlement of any claims by those creditors;
- (e) to pay costs, charges and expenses properly incurred and to be incurred in relation to the winding-up of the strata corporation, The Owners, Strata Plan NWS289 and the cancellation of Strata Plan NWS289;
- (f) to market and negotiate the sale of the Cameray Gardens Lands, or any individual strata lot thereof, and the Strata Personal Property;
- (g) to sell the Cameray Gardens Lands, subject either to the requirements of section 282 of the *Strata Property Act*, S.B.C. 1998, c. 43 or further order of the court;
- (h) to distribute the proceeds from the sale of the Cameray Gardens Lands and the Strata Personal Property in accordance with the Interest Schedule; and
- (i) at the sole discretion of the Liquidator, to seek further orders or directions as may be necessary from the Court.

7. The Interest Schedule be and is hereby approved, and that the Interest Schedule shall be the interest schedule for the purposes of sections 278 and 280 of the *Strata Property Act*, S.B.C. 1998, c. 43 and shall be used to determine each individual strata owners' share of the proceeds of distribution on any sale of the Cameray Gardens Lands and Strata Personal Property.

8. Pursuant to section 100(4)(a) of the *Land Title Act*, R.S.B.C. 1996, c.250, it is hereby ordered that the consents of the owners in fee simple of each of the strata units comprising the Cameray Gardens Lands and each holder of a registered charge on title to any of the strata units comprising the Cameray Gardens Lands are deemed to have been obtained and such consent is otherwise dispensed with for the purposes of filing any reference plan or an explanatory plan with the Land Title Office in relation to the Cameray Gardens Lands.

9. The Petitioner is entitled to recover its costs of this proceeding, on a solicitor and client basis, and such costs shall be paid from, and form a charge upon, the proceeds of any sale of the Cameray Gardens Lands or any individual strata lot thereof, including any deposits, and the Strata Personal Property.

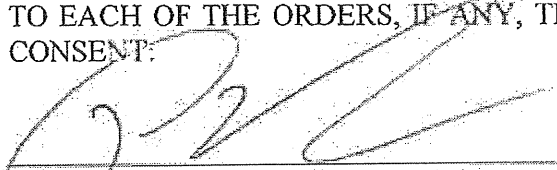
10. If necessary, all or a part of the proceeds from the sale of the Cameray Gardens Lands and the Strata Personal Property shall be paid into an interest bearing trust account held by

counsel for the Petitioners, Lawson Lundell LLP, and shall be paid-out as directed by the Liquidator in accordance with the Interest Schedule.

11. The parties to this proceeding be at liberty to apply to Court for such further and other directions and orders as may be necessary to carry out the full purpose and intent of these Orders, including the approval of any sale of the land shown on Stata Plan NWS289.

12. Endorsement as to the form of this Order by any party appearing at the hearing be and is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:


Peter J. Roberts
COUNSEL FOR THE PETITIONER

BY THE COURT *Milman, J.*


REGISTRAR

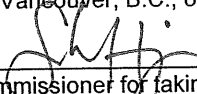


	REGISTERED OWNER NAME(S)	STRATA LOT
1.	Jenny Donna Dickison	1
2.	Fernando Marcelino Dutra De Sousa	2
3.	1276331 B.C. Ltd.	3, 6 14, 24 25, 26 28, 34 39, 41 42, 43 45, 48 53, 54 60, 61 73, 76 78, 82 87, 88 89, 90 91, 92 97
4.	Carmelia Maria Da Silva	4
5.	Hon-Ching Rudolph Cheng	5
6.	1161359 B.C. Ltd.	7, 10 11, 30 51, 55 57
7.	Ricky Hee Meng Lai	8
8.	Pia Faccio	9
9.	1184416 B.C. Ltd.	12, 52 58, 75 67
10.	Mark William Louttit and Sarah Kinuko Louttit	13
11.	Kenneth John Watson	15
12.	Li Ping Duan	16
13.	Norman Victori Leech	17

	REGISTERED OWNER NAME(S)	STRATA LOT
14.	Rolando Vinas Dizon and Narcisa Dizon	18
15.	Nicholas George Karamouzos and Maria Karamouzos	19
16.	Cui Ming Chen	20
17.	Yankui and Xin Tian	21
18.	Maria Da Natividade Almeida	22
19.	1237765 B.C. Ltd.	23, 36
20.	Ju-Shan Chiang and Flora Fu	27
21.	1184414 B.C. Ltd.	29, 44
22.	Amar Singh Bhatia and Naranjan Kaur Bhatia	31
23.	Phung Kim Vuong and Tuong Lam	32
24.	Monica Paola Aliaga	33
25.	Marcelino Lopes De Sousa and Olga Maria Dutra De Sousa	35
26.	1184413 B.C. Ltd.	37, 47
27.	Lualhati Ongkeko Crisostomo	38
28.	Richard Raymond Ravensbergen and Dawn Marie Ravensbergen	40
29.	Yuk Far Cheung and Yin On Cheung	46
30.	Gary Lucien Drees	49
31.	Thomas Patrick Fleming	50
32.	Wan Chen and Hong Yang	56
33.	Su Juan Situ	59
34.	Van Dao Nguyen and Thi Bich Hang Nguyen	62
35.	Julian Bozsik	63
36.	Christian Herbert Joson Lim and Iris June Calibugan Adiong	64
37.	Angela Joy Eykelbosh	65
38.	The Owners, Strata Plan NW289	66
39.	Nguyen Thanh Vuong and Tuyet Ngoc Du	68
40.	1161359 B.C. Ltd.	69
		70
41.	Om Parkash Loomba and Merran Loomba	71
42.	Suzanne Juanita Kudelski	72
43.	Yan Qiong Lu	74
44.	Ping He	77
45.	Edward Lawrence Thue	79
46.	Richard Charles Patrick Spencer and Diane Marie Spencer	80

	REGISTERED OWNER NAME(S)	STRATA LOT
47.	Arthur Summers Williamson	81
48.	Gary Dale Charter and Cristina Rimando Gapal	83
49.	Ju Tai Zhou and Yu Qing Li	84
50.	Zhi Hao Yang	85
51.	Daisy Cueto Evangelista and Maria Cherry Evangelista	86
52.	Megan Mary Burghall	93
53.	Nasim Bhaloo	94
54.	Hui Lin Dong and Li Wang	95
55.	Mansour Meshki	96
56.	Hsiang Chiao Huang	98
57.	Grace Joanna Levsen	99
58.	Ping Chor Chan	100
59.	So Fan Lee and Tak Tai Lui	101

This is Exhibit "D" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C., on August 7, 2024.

A handwritten signature in black ink, appearing to be 'J. H.', is written over a horizontal line.

A Commissioner for faking Affidavits within British Columbia.

CAMERAY GARDENS
3925 Kingsway, Burnaby, B.C.
(39565-160191)

101

SL	UNIT	CIVIC	UNIT ENT.	IUD	SQ FT	PID	VENDORS	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR ADDRESS	VENDOR STREET	
1	105	3925 Kingsway	108	103	823.50	001-262-921	Jenny Donna Dickison	Jenny Donna Dickison	N/A	N/A	#105 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#105 - 3925 Kingsway	
2	106	3925 Kingsway	83	72	640.70	001-262-939	Fernando Marcelino Dutra De Sousa	Fernando Marcelino Dutra De Sousa	N/A	N/A	#106 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#106 - 3925 Kingsway	
3	107	3925 Kingsway	83	72	640.70	001-262-947	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave	
4	108	3925 Kingsway	106	101	817.50	001-262-963	Carmelia Maria Da Silva	Carmelia Maria Da Silva	N/A	N/A	#108 - 3925 Kingsway Burnaby, B.C. V5H 3Y7 Brian Da Silva: 135 - 1991 Savage Rd Richmond, B.C. V6V 0A4	c/o #108 - 3925 Kingsway	
5	109	3925 Kingsway	89	72	682.50	001-262-971	Hon-Ching Rudolph Cheng	Hon-Ching Rudolph Cheng	N/A	N/A	#109 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#109 - 3925 Kingsway	
6	110	3925 Kingsway	106	103	814.00	001-262-980	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave	
7	111	3925 Kingsway	78	80	602.90	001-262-998	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street	
8	112	3925 Kingsway	79	80	608.90	001-263-005	Ricky Hee Meng Lai	Ricky Hee Meng Lai	N/A	N/A	#112 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#112 - 3925 Kingsway	
9	114	3925 Kingsway	81	80	625.80	000-938-530	Pia Faccio	Pia Faccio	N/A	N/A	685 Pleasant Park Ottawa, ON K1G 1Y3	685 Pleasant Park	
10	115	3925 Kingsway	110	109	844.90	001-263-013	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street	
11	116	3925 Kingsway	113	111	867.80	001-263-021	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street	
12	117	3925 Kingsway	86	82	661.50	001-263-030	1184416 B.C. Ltd.	1184416 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave	
13	118	3925 Kingsway	113	107	868.50	001-263-048	Mark William Louttit and Sarah Kinuko Louttit	Mark William Louttit	Sarah Kinuko Louttit	N/A	N/A	#118 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#118 - 3925 Kingsway
14	119	3925 Kingsway	99	102	764.20	001-263-056	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave	
15	101	3925 Kingsway	107	105	833.60	001-263-064	Barry Douglas Watson, Administrator of the Estate of Kenneth John Watson, Deceased, See CA9761692	Barry Douglas Watson, Administrator of the Estate of Kenneth John Watson, Deceased, See CA9761692	N/A	N/A	130 Dewdney Crescent Pentiction, B.C. V2A 7Z6	130 Dewdney Crescent	
16	102	3925 Kingsway	83	80	640.70	001-263-081	Li Ping Duan	Li Ping Duan	N/A	N/A	#102 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#102 - 3925 Kingsway	
17	103	3925 Kingsway	83	80	640.70	000-859-389	Norman Victor Leech	Norman Victor Leech	N/A	N/A	#103 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#103 - 3925 Kingsway	
18	104	3925 Kingsway	108	113	828.90	000-739-979	Rolando Vinas Dizon and Narcisa Dizon	Rolando Vinas Dizon	Narcisa Dizon	N/A	N/A	#104 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#104 - 3925 Kingsway
19	205	3925 Kingsway	108	103	823.50	001-263-099	Nicholas George Karamouzos and Marla Karamouzos	Nicholas George Karamouzos	Maria Karamouzos	N/A	N/A	#205 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#205 - 3925 Kingsway
20	206	3925 Kingsway	83	72	640.70	001-263-102	Cui Ming Chen	Cui Ming Chen	N/A	N/A	#206 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#206 - 3925 Kingsway	
21	207	3925 Kingsway	83	72	640.70	001-263-111	Yankui Wang, as to an undivided 1/100 interest and Xin Tian, as to an undivided 99/100 interest	Yankui Wang	Xin Tian	N/A	N/A	Yankui: 302 - 5565 Inman Ave. Burnaby, B.C. V5H 2M2 Xin: 207 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	c/o #207 - 3925 Kingsway
22	208	3925 Kingsway	106	101	817.50	001-263-137	Maria Da Natividade Almeida	Maria Da Natividade Almeida	N/A	N/A	#208 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#208 - 3925 Kingsway	

CAMERAY GARDENS
3925 Kingsway, Burnaby, B.C.
(39565-160191)

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SL	UNIT	CVIC	UNIT ENT.	IUD	SQ FT	PID	VENDORS	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR ADDRESS	VENDOR STREET
23	209	3925 Kingsway	111	101	854.90	001-263-145	1237765 B.C. Ltd.	1237765 B.C. Ltd.	N/A	N/A	268 - 8191 Westminster Highway Richmond, B.C. V6X 1A7	268 - 8191 Westminster Highway
24	210	3925 Kingsway	106	103	814.00	001-263-153	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
25	211	3925 Kingsway	78	80	602.90	001-263-161	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
26	212	3925 Kingsway	79	80	608.90	001-263-170	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
27	214	3925 Kingsway	81	80	625.80	001-263-188	Ju-Shan Chiang and Flora Fu	Ju-Shan Chiang	Flora Fu	N/A	#214 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#214 - 3925 Kingsway
28	215	3925 Kingsway	110	109	844.90	001-263-196	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
29	216	3925 Kingsway	113	111	867.80	001-263-200	1184414 B.C. Ltd.	1184414 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
30	217	3925 Kingsway	86	82	661.50	001-263-218	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
31	218	3925 Kingsway	113	107	868.50	001-263-226	Amar Singh Bhatia and Naranjan Kaur Bhatia	Amar Singh Bhatia	Naranjan Kaur Bhatia	N/A	#218 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#218 - 3925 Kingsway
32	219	3925 Kingsway	99	102	764.20	001-263-234	Phung Kim Vuong and Tuong Lam	Phung Kim Vuong	Tuong Lam	N/A	#219 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#219 - 3925 Kingsway
33	201	3925 Kingsway	107	105	823.18	001-263-242	Monica Paola Aliaga	Monica Paola Aliaga	N/A	N/A	#201 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#201 - 3925 Kingsway
34	202	3925 Kingsway	83	80	640.70	001-263-251	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
35	203	3925 Kingsway	83	80	640.70	001-263-269	Marcelino Lopes De Sousa and Olga Maria Dutra De Sousa	Marcelina Lopes De Sousa	Olga Maria Dutra De Sousa	N/A	5507 Woodsworth St. Burnaby, B.C. V5G 4M3	5507 Woodsworth St
36	204	3925 Kingsway	108	113	828.90	001-263-277	1237765 B.C. Ltd.	1237765 B.C. Ltd.	N/A	N/A	268 - 8191 Westminster Highway Richmond, B.C. V6X 1A7	268 - 8191 Westminster Highway
37	305	3925 Kingsway	108	106	623.50	001-263-285	1184413 B.C. Ltd.	1184413 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
38	306	3925 Kingsway	83	74	640.70	001-263-293	Lualhati Ongkeko Crisostomo	Lualhati Ongkeko Crisostomo	N/A	N/A	#306 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#306 - 3925 Kingsway
39	307	3925 Kingsway	83	74	640.70	000-613-754	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
40	308	3925 Kingsway	106	106	817.50	001-025-953	Richard Raymond Ravensbergen and Dawn Maria Ravensbergen	Richard Raymond Ravensbergen	Dawn Marie Ravensbergen	N/A	#308 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#308 - 3925 Kingsway
41	309	3925 Kingsway	111	103	854.90	001-263-307	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
42	310	3925 Kingsway	106	106	814.00	001-263-315	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
43	311	3925 Kingsway	78	83	602.90	001-263-323	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
44	312	3925 Kingsway	79	83	608.90	001-263-340	1184414 B.C. Ltd.	1184414 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
45	314	3925 Kingsway	86	83	625.80	001-263-358	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
46	315	3925 Kingsway	110	111	844.90	001-263-366	Yuk Far Cheung and Yin On Cheung	Yuk Far Cheung	Yin On Cheung	N/A	#315 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#315 - 3925 Kingsway
47	316	3925 Kingsway	113	114	867.80	001-263-374	1184413 B.C. Ltd.	1184413 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
48	317	3925 Kingsway	86	85	661.50	001-263-382	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
49	318	3925 Kingsway	113	110	868.50	001-263-391	Gary Lucien Drees	Gary Lucien Drees	N/A	N/A	#318 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#318 - 3925 Kingsway

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(39565-160191)

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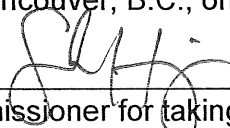
SL	UNIT	CIVIC	UNIT ENT.	IUD	SQ FT	PID	VENDORS	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR ADDRESS	VENDOR STREET
50	319	3925 Kingsway	99	105	764.20	000-564-885	Thomas Patrick Fleming	Thomas Patrick Fleming	N/A	N/A	#319 - 3925 Kingsway Burnaby, B.C. V5H 3Y7	#319 - 3925 Kingsway
51	301	3925 Kingsway	107	107	833.60	001-263-404	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
52	302	3925 Kingsway	83	83	640.70	001-263-421	1184416 B.C. Ltd.	1184416 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
53	303	3925 Kingsway	83	83	640.70	001-263-439	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
54	304	3925 Kingsway	108	115	828.90	001-263-447	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
55	112	5715 Jersey Avenue	114	115	881.70	001-263-455	1352962 B.C. Ltd.	1352962 B.C. Ltd.	N/A	N/A	Suite 2300 - 555 Burrard St Vancouver, B.C. V6C 2B5	Suite 2300 - 555 Burrard St
56	114	5715 Jersey Avenue	113	110	873.90	000-814-377	Wan Chen and Hong Yang	Wan Chen	Hong Yang	N/A	#114 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#114 - 5715 Jersey Ave
57	115	5715 Jersey Avenue	118	110	892.10	001-263-463	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
58	116	5715 Jersey Avenue	108	105	831.00	001-263-480	1184416 B.C. Ltd.	1184416 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
59	101	5715 Jersey Avenue	110	105	851.90	001-263-498	Su Juan Situ	Su Juan Situ	N/A	N/A	#101 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#101 - 5715 Jersey Ave
60	102	5715 Jersey Avenue	114	115	876.40	001-263-528	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
61	103	5715 Jersey Avenue	114	115	876.40	001-263-544	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
62	104	5715 Jersey Avenue	112	113	867.80	001-263-561	Van Dao Nguyen and Thi Bich Hang Nguyen	Van Dao Nguyen	Thi Bich Hang Nguyen	N/A	#104 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#104 - 5715 Jersey Ave
63	105	5715 Jersey Avenue	108	113	835.40	001-035-118	Julian Bozsik	Julian Bozsik	N/A	N/A	#105 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#105 - 5715 Jersey Ave
64	106	5715 Jersey Avenue	116	115	896.60	001-263-579	Christian Herbert Joson Lim and Iris June Calibugan Adiong	Christian Herbert Joson Lim	Iris June Calibugan Adiong	N/A	#106 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#106 - 5715 Jersey Ave
65	107	5715 Jersey Avenue	118	113	608.90	001-263-595	Angela Joy Eykelbosh	Angela Joy Eykelbosh	N/A	N/A	#107 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#107 - 5715 Jersey Ave
66	108	5715 Jersey Avenue	79	85	608.90	001-263-609	The Owners, Strata Plan NW289	The Owners, Strata Plan NW289	N/A	N/A	3925 Kingsway Burnaby, B.C. V5H 3Y7	3925 Kingsway
67	109	5715 Jersey Avenue	78	78	602.90	001-263-617	1184416 B.C. Ltd.	1184416 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
68	110	5715 Jersey Avenue	80	80	620.10	001-263-625	Nguyen Thanh Vuong and Tuyet Ngoc Du	Nguyen Thanh Vuong	Tuyet Ngoc Du	N/A	102 - 2277 East 20th Ave Vancouver, B.C. V5N 5N1	102 - 2277 East 20th Ave
69	111	5715 Jersey Avenue	108	115	832.90	001-263-633	1352962 B.C. Ltd.	1352962 B.C. Ltd.	N/A	N/A	Suite 2300 - 555 Burrard St Vancouver, B.C. V6C 2B5	Suite 2300 - 555 Burrard St
70	214	5715 Jersey Avenue	114	115	881.60	001-263-641	1161359 B.C. Ltd.	1161359 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
71	215	5715 Jersey Avenue	113	110	873.80	001-263-650	Om Parkash Loomba and Merran Loomba	Om Parkash Loomba	Merran Loomba	N/A	#215 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#215 - 5715 Jersey Ave
72	216	5715 Jersey Avenue	118	110	892.10	001-263-676	Suzanne Juanita Kudelski	Suzanne Juanita Kudelski	N/A	N/A	#216 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#216 - 5715 Jersey Ave
73	217	5715 Jersey Avenue	108	105	831.00	001-263-684	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
74	201	5715 Jersey Avenue	110	105	851.90	001-263-706	Yan Qiong Lu	Yan Qiong Lu	N/A	N/A	#201 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#201 - 5715 Jersey Ave
75	202	5715 Jersey Avenue	114	115	876.40	001-263-714	1184416 B.C. Ltd.	1184416 B.C. Ltd.	N/A	N/A	206 - 55 Water Street Vancouver, B.C. V6B 1A1	206 - 55 Water Street
76	203	5715 Jersey Avenue	114	117	876.40	001-263-731	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
77	204	5715 Jersey Avenue	112	114	867.80	001-263-749	Ping He	Ping He	N/A	N/A	#204 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#204 - 5715 Jersey Ave
78	205	5715 Jersey Avenue	108	114	834.60	001-263-757	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave

CAMERAY GARDENS
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SL	UNIT	CVIC	UNIT ENT.	IUD	SQ FT	PID	VENDORS	VENDOR 1	VENDOR 2	VENDOR 3	VENDOR ADDRESS	VENDOR STREET
79	206	5715 Jersey Avenue	116	117	896.60	000-473-774	Edward Lawrence Thue	Edward Lawrence Thue	N/A	N/A	#206 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#206 - 5715 Jersey Ave
80	207	5715 Jersey Avenue	79	83	602.80	001-263-765	Richard Charles Patrick Spencer and Diane Marie Spencer	Richard Charles Patrick Spencer	Diane Marie Spencer	N/A	#207 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#207 - 5715 Jersey Ave
81	208	5715 Jersey Avenue	79	83	608.90	001-263-773	Arthur Summers Williamson	Arthur Summers Williamson	N/A	N/A	#208 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#208 - 5715 Jersey Ave
82	209	5715 Jersey Avenue	79	83	608.90	001-263-781	Gary Dale Charter and Cristina Rimando Galpal	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
83	210	5715 Jersey Avenue	78	83	602.80	001-263-790	Gary Dale Charter and Cristina Rimando Galpal	Gary Dale Charter	Cristina Rimando Galpal	N/A	#210 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#210 - 5715 Jersey Ave
84	211	5715 Jersey Avenue	80	83	620.10	001-263-811	Ju Tai Zhou and Yu Qing Li	Ju Tai Zhou	Yu Qing Li	N/A	#211 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#211 - 5715 Jersey Ave
85	212	5715 Jersey Avenue	108	115	832.80	001-263-820	Zhi Hao Yang	Zhi Hao Yang	N/A	N/A	#212 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#212 - 5715 Jersey Ave
86	314	5715 Jersey Avenue	114	118	881.90	001-263-838	Daisy Cueto Evangelista and Maria Cherry Evangelista	Daisy Cueto Evangelista	Maria Cherry Evangelista	N/A	#314 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#314 - 5715 Jersey Ave
87	315	5715 Jersey Avenue	113	113	873.80	001-263-846	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
88	316	5715 Jersey Avenue	118	113	892.10	001-263-854	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
89	317	5715 Jersey Avenue	108	107	831.00	001-263-862	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
90	301	5715 Jersey Avenue	110	107	851.90	001-263-871	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
91	302	5715 Jersey Avenue	114	118	876.40	001-263-889	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
92	303	5715 Jersey Avenue	114	119	876.40	001-263-897	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
93	304	5715 Jersey Avenue	112	117	867.80	001-263-919	Megan Mary Burghall	Megan Mary Burghall	N/A	N/A	#304 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#304 - 5715 Jersey Ave
94	305	5715 Jersey Avenue	108	117	834.60	001-263-927	Nasim Bhaloo	Nasim Bhaloo	N/A	N/A	#305 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#305 - 5715 Jersey Ave
95	306	5715 Jersey Avenue	116	119	896.60	001-263-935	Hui Lin Dong and Li Wang	Hui Lin Dong	Li Wang	N/A	#306 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#306 - 5715 Jersey Ave
96	307	5715 Jersey Avenue	79	86	602.80	001-263-943	Mansour Meshki	Mansour Meshki	N/A	N/A	#307 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#307 - 5715 Jersey Ave
97	308	5715 Jersey Avenue	79	86	608.90	001-263-951	1276331 B.C. Ltd.	1276331 B.C. Ltd.	N/A	N/A	2233 West 35th Ave Vancouver, B.C. V6M 1J4	2233 West 35th Ave
98	309	5715 Jersey Avenue	79	86	608.90	001-263-960	Hsiang Chiao Huang	Hsiang Chiao Huang	N/A	N/A	#309 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#309 - 5715 Jersey Ave
99	310	5715 Jersey Avenue	78	86	602.80	001-263-978	Gordon William Paterson, Yvonne Jo-Anne England and Grace Joanna Levsen	Gordon William Paterson	Yvonne Jo-Anne England	Grace Joanna Levsen	#310 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	c/o #310 - 5715 Jersey Ave
100	311	5715 Jersey Avenue	80	86	620.10	001-263-994	Ping Chor Chan	Ping Chor Chan	N/A	N/A	#311 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#311 - 5715 Jersey Ave
101	312	5715 Jersey Avenue	108	118	832.80	001-264-001	So Fan Lee, as to an undivided 3/4 interest and Tak Tai Lui as to an undivided 1/4 interest	So Fan Lee	Tak Tai Lui	N/A	#312 - 5715 Jersey Ave. Burnaby, B.C. V5H 2L3	#312 - 5715 Jersey Ave

This is Exhibit "E" referred to in the affidavit of Azadeh Samimi made before me at Vancouver, B.C., on August 7, 2024.

A handwritten signature in black ink, appearing to be 'S.H.', is written over a horizontal line.

A Commissioner for taking Affidavits within
British Columbia.

August 1, 2024

Via Email

Lawson Lundell LLP
1600 Cathedral Place
925 West Georgia St.
Vancouver, BC V6C 3L2

Attention: Peter Roberts, K.C. and Sarah Hannigan

Dear Sirs/Mesdames:

**Re: 1038573 B.C. Ltd. v. The Owners, Strata Plan NW289,
SCBC Vancouver Registry Action No. S-238586**

We write further to your examination for discovery of Kush Bhatia, held on May 22, 2024.
Mr. Bhatia's responses to your requests are set out at Schedule "A" to this letter.

Yours truly,

Dennis James Aitken LLP



Craig Dennis, K.C.
Direct: 604-659-9480
cdennis@djacounsel.com

CPD/sc

Encl.

SCHEDULE “A”

NO.	REQUEST	RESPONSE
1.	Provide the names and municipal addresses of the strata that Mr. Bhatia has built.	<p>Orion - 19106 McMyn Road. Pitt Meadows, BC.</p> <p>Cartier Place - 1418 Cartier Avenue. Coquitlam, BC.</p> <p>Aviva on the Park - 2110 Rowland Street. Port Coquitlam, BC.</p> <p>Riverside at Gates Park - 2488 Welcher Avenue. Port Coquitlam, BC.</p> <p>Two other developments underway.</p>
2.	Advise of the efforts Mr. Bhatia (or his counsel) has taken to serve the named defendants in the Action, other than the Strata Corporation and the Liquidator.	<p>Service efforts are ongoing.</p> <p>Otherwise, objection taken due to lack of relevance. The Strata Corporation has made clear throughout that it is not in a position to accept service on behalf of the other named defendants and that its counsel does not act on behalf of the other named defendants.</p>
3.	Determine which 29 strata lots Mr. Bhatia identified as being leased in advance of the December 7 Purchase and Sale Agreement (the “PSA”).	<p>Mr. Bhatia identified Jersey units 102, 103, 203, 205, 209, 217, 301, 302, 303, 308, 315, 316, and 317 and Kingsway units 107, 110, 119, 202, 210, 211, 212, 215, 303, 304, 307, 309, 310, 311, 314, and 317 as being leased or possibly leased in advance of executing the PSA.</p> <p>See PLA000026, PLA000027 and PLA000028.</p>
4.	Determine when Mr. Bhatia or his counsel first received PLA00191.	<p>PLA000191 is attached to an email from Lisa Frey of Lawson Lundell sent August 18, 2023 to plaintiff's counsel (being PLA000175).</p> <p>Mr. Bhatia is not aware of having received a copy prior to August 18, 2023.</p>
5.	Provide a list of the “other” leases known about by Mr. Bhatia (as referred to in paragraph 5 of the Notice to Admit).	<p>On October 10, 2023, Mr. Bhatia learned that four additional units were rented – units 111 and 112 of the Jersey building, and units 117 and 303 of the Kingsway building (see PLA000288 and PLA000289). That those units were rented</p>

NO.	REQUEST	RESPONSE
		had not previously been disclosed to Mr. Bhatia. In November 2023, Mr. Bhatia also learned from David Grewal that there are a number of units owned by himself and Kulwant Chauhan (through their holding companies) which are rented without a written lease agreement. Mr. Bhatia understands these to be separate from the units listed in Mr. MacLeod's October 2023 email.
6.	Determine when PLA00038 first came into the possession of 1038573 B.C. Ltd.	PLA00038 was an attachment to an email sent November 12, 2022 from Ed Wilson of Lawson Lundell to plaintiff's counsel (being PLA000029).
7.	Advise of the PSA clause allowing the Purchaser to see all tenancies at date of closing.	Objection taken on the basis that the request calls on Mr. Bhatia to interpret the PSA, which is a matter for legal argument.
8.	Identify the email Mr. Bhatia received advising him about existing oral tenancies.	Mr. Bhatia was referring to PLA000291, where Mr. Kulwant Chauhan wrote "Some tenants we inherited don't/won't have a contract." Mr. Bhatia received this email on October 10, 2023, as it was an attachment to an email (PLA000290) sent to Mr. Bhatia by Marshall MacLeod.
9.	Determine which strata lot owners have transferred legal or beneficial interests since December 7, 2022.	By court order dated April 11, 2024, a contract for purchase and sale of units 111, 115, 117, 216, 217, 301, 302, 305, 312, 315 in the Kingsway building, and units 115, 116, and 202 in the Jersey building, to 1352962 B.C. Ltd. was approved. Mr. Bhatia does not have knowledge of any other transfers.
10.	Determine which strata lot owners have entered option agreements for their lots since December 7, 2022.	Mr. Bhatia is not able to respond to this, but presumably the Strata Corporation can and will make inquiries of its constituents.
11.	Advise of any instances Mr. Bhatia knows of concerning a claim made against a new property owner for events occurring prior to new ownership.	Mr. Bhatia is aware of a recent incident involving a development at 2655-2665 Duke Street in Vancouver. Mr. Bhatia is also aware of an incident in 2012 or 2013 concerning a property on McMyn Road in Pitt Meadows.

NO.	REQUEST	RESPONSE
12.	Determine what attachments were attached to PLA000291.	The attachments to PLA000291 are set out at Exhibit "C" to Affidavit #2 of Kush Bhatia. Specifically, PLA000292 and PLA000293.
13.	Provide all texts and emails between Mr. Bhatia and Mr. Dong regarding Cameray Gardens.	See communications enclosed on 573's Third Amended List of Documents.
14.	Provide the agreement Muneerah Bhatia signed showing her as realtor for the Cameray Gardens purchase.	Objection taken due to lack of relevance.
15.	Provide, or identify in the production, the ZIP files Mr. Dong sent to Mr. Bhatia.	See communications enclosed on 573's Third Amended List of Documents.
16.	Provide, or identify in the production, the files Marshall MacLeod sent via Sharefile to Mr. Bhatia in the October 5, 2023 email.	Mr. Bhatia has attempted to retrieve the documents but Mr. MacLeod's link does not appear to be active.
17.	Provide any emails not already provided between Mr. MacLeod and Mr. Bhatia concerning Cameray Gardens.	See communications enclosed on 573's Third Amended List of Documents.
18.	Provide any emails not already provided between Mr. Chee and/or Ms. Child and Mr. Bhatia concerning Cameray Gardens.	See communications enclosed on 573's Third Amended List of Documents.
19.	Determine if the link in PLA000296 was forwarded to anyone else, and what Mr. Bhatia found via the link.	Link was forwarded to Mr. Bhatia's counsel. Mr. Bhatia recalls that the link had a few maintenance contracts but does not recall anything further.
20.	Provide, or identify in production, all email correspondence between Mr. Bhatia and Abacus North, including Sam Perera.	See communications enclosed on 573's Third Amended List of Documents.