



This is the 2nd Affidavit of Jillian Sych
in this case and was made on August 6th, 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, HON-CHING 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, **JILLIAN SYCH**, Paralegal, of 1600 - 925 West Georgia Street, in the City of Vancouver, Province of British Columbia, SWEAR THAT:

1. I am a Paralegal employed with the law firm of Lawson Lundell LLP, solicitors for the Defendants, The Owners, Strata Plan NW289 (“**Cameray Gardens**”) as represented by the liquidator, Crowe Mackay & Company Ltd. (the “**Liquidator**”) herein, and as such have personal knowledge of the facts hereinafter deposed to save and except where such facts are stated to be made upon information and belief and where so stated I verily believe them to be true.

2. I have worked as a paralegal to complete, on behalf of various parties, the sale and transfer of dozens of strata properties sold to third parties as part of a court ordered wind-up under the *Strata Property Act* (the “SPA”), including, more specifically, several pursuant to Part 16, Division 2 of the SPA (Voluntary Winding Up With Liquidator). On several of these transactions, the registered owners on title to some of the individual strata lots changed between the date of either the purchase and sale agreement, the strata special general meeting to approve a wind-up or the court ordered confirmation of the wind-up and the transaction closing date. This change in registered ownership of some of the strata lots did not prevent the consolidation of strata lots (including the strata lots for which registered ownership had changed) into a single consolidated parcel, nor the transaction completing and title to the consolidated parcel being transferred to the purchaser.

3. In the remainder of this affidavit, I set out three examples of similar transactions pursuant to Part 16, Division 2 of the SPA, all of which successfully completed. My evidence is based on my first-hand knowledge of the specific files and the materials held in those files by Lawson Lundell LLP. Where I learned of matters by information and belief, I obtained that evidence from one or more of Edward L. Wilson, Lisa A. Frey, Alona Batocabe, Gail Odorico and/or Peter J. Roberts, K.C., all lawyers or employees of Lawson Lundell LLP, or Derek Lai, the representative of the court confirmed liquidators for two of these strata properties, and verily believe that evidence to be true

4. For each of these three transactions, Lawson Lundell LLP acted as counsel to either the strata corporation (as instructed by the strata council) and/or the liquidator for the strata, or for the purchaser of the strata property.

Garden Court

5. The Owners, Strata Plan VR365 was a strata development known as Garden Court located at 1830 Alberni Street, Vancouver (“**Garden Court**”). Garden Court consisted of 53 residential strata lots and associated common property. The members of Garden Court resolved to wind up the strata, obtained court confirmation of the wind-up vote under the SPA and sold the Garden Court lands to 1154949 B.C. Ltd. (the “**Garden Court Nominee**”) and 1133689 B.C. Ltd. (the “**Garden Court Beneficial Owner**”) and together with the Garden Court Nominee the “**Garden Court Purchaser**”) for a purchase price of \$52 million. The conveyance to the Garden Court Purchaser occurred on March 12, 2018.

6. Attached to and marked as **Exhibit “A”** to this my affidavit is a copy of the Notice of and agenda for the Special General Meeting for Garden Court (the “**Garden Court SGM Notice**”) held on August 21, 2017 (the “**Garden Court SGM**”). Schedule A to the agenda sets out a list of the registered owners of the 53 strata lots of Garden Court as at early August 2017. I created this list based on my review of title searches I obtained from the Land Title Office (the “**LTO**”) for each of the 53 strata lots of Garden Court.

7. Attached to and marked as **Exhibit “B”** is a copy of the court order dated December 11, 2017 confirming the wind-up resolution for Garden Court and the appointment of the liquidator, Derek Lai of Crowe MacKay & Company Ltd. This court order lists Xiaoqui Wu in the Interest Schedule as the registered owner of strata lot 2 of Garden Court.

8. Attached to and marked as **Exhibit “C”** to this my affidavit is a copy of the Form 17, cancellation of strata plan, filed in the LTO under registration number CA6673494 on March 12, 2018. This document includes a certified copy of the Garden Court special general meeting resolution dated August 21, 2017, the interest schedule for which was updated to reflect a change in the registered ownership of strata lot 2 of Garden Court.

9. As part of any wind-up and sale of strata lands, prior to a conveyance to the purchaser, the subject strata plan must be cancelled so that the strata lands are consolidated into a single legal parcel. Furthermore, upon lodging the necessary documents with the LTO confirming the appointment of a liquidator by the strata corporation pursuant to section 277 of the SPA, and court approval of the same, the consolidated parcel becomes registered in the name of the liquidator, rather than in the name of all of the individual strata lot owners as tenants-in-common (as would be the case if no liquidator were appointed). The liquidator then signs a Form A transfer for the new consolidated legal title and it is filed in the LTO and effects the transfer of the property to the purchaser. That is what occurred for Garden Court on March 12, 2018 (the “**Garden Court Completion Date**”).

10. Attached to and marked as **Exhibit “D”** to this my affidavit is a copy of an LTO title search for strata lot 2 of Garden Court dated June 6, 2017 that records the registered owner as “Xiaoqi Wu”.

11. On August 16, 2017, Xiaoqi Wu transferred strata lot 2 to Jiun-Ni Yao Robertson and Daniel Galen Robertson as joint tenants. Attached to and marked as **Exhibit “E”** to this my affidavit is a copy of an LTO title search for strata lot 2 of Garden Court dated November 27, 2017 that records the registered owners as “Jiun-Ni Yao Robertson and Daniel Galen Robertson”.

12. The sale and transfer of the Garden Court lands completed despite the change in the registered ownership of strata lot 2 after the date of the purchase and sale agreement with the Garden Court Purchaser or the date of the Garden Court SGM.

13. Attached to and marked as **Exhibit “F”** to this my affidavit is a copy of the Form A Freehold Transfer registered in the LTO under CA6673495 on March 12, 2018 effecting the transfer of the consolidated Garden Court lands from the liquidator to the Garden Court Nominee as the registered owner.

14. Attached to and marked as **Exhibit “G”** to this my affidavit is a copy of an LTO title search for the consolidated Garden Court lands that I obtained on August 1, 2024 and which records the Garden Court Purchaser as the registered owner.


33. Attached to and marked collectively as **Exhibit "S"** to this my affidavit is a copy of an LTO title search printed November 7, 2023 for strata lot 4 of Spruce West showing the registered owners as Michelle Mok and James Mok.

34. Attached to and marked collectively as **Exhibit "T"** to this my affidavit is a copy of the Form A Freehold Transfer registered in the LTO under CB1119155 on January 15, 2024 effecting the transfer of the consolidated Spruce West lands from the liquidator to Butterscotch.

35. Attached to and marked as **Exhibit "U"** to this my affidavit is a copy of an LTO title search for the Spruce West lands that I obtained on August 1, 2024 and which records Butterscotch as the registered owner.

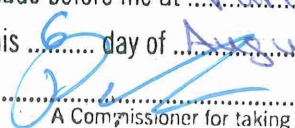
SWORN BEFORE ME at the City of)
Vancouver in the Province of British)
Columbia, this 6 day of August, 2024.)


_____)
A Commissioner for taking Affidavits for)
British Columbia.)


_____)
JILLIAN SYCH)

PETER J. ROBERTS, Q.C.
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

**NOTICE OF SPECIAL GENERAL MEETING
THE OWNERS, STRATA PLAN VR365 – GARDEN COURT
(the “Strata Corporation”)**

This is Exhibit “ A ” referred to in the
affidavit of Jillian Sych
made before me at Vancouver
this 6 day of August, 2024

A Commissioner for taking Affidavits
within British Columbia

DATE: August 21, 2017
TIME: 7.00 p.m. (Registration at 6.30 p.m.)
PLACE: Bidwell Room, West End Community Centre
870 Denman Street, Vancouver, B.C. V6G 2L8

An Agenda for the Meeting and supporting documents are attached hereto. Please read this material thoroughly prior to the Meeting and bring it with you to the meeting for reference.

PURPOSE:

- A. The Strata Corporation is considering the possibility of selling the entire lands and buildings that constitutes the Strata Corporation (the “Property”);
- B. The Strata Council of the Strata Corporation (the “Council”) has negotiated an offer to purchase (the “Agreement”), a copy of which has been circulated to the owners, for the sale and disposition of the Property to Big Tree Construction Ltd. (the “Purchaser”); and
- C. The Council has recommended that the owners approve the terms of Agreement and approve the wind-up of the Strata Corporation and the sale of the Property:

To consider Resolution 1 set out in the attached Agenda by way of an 80% vote at the Special General Meeting.

NOTE: An 80% vote requires that at least 80% of all eligible voters (not just 80% of those owners present at the Special General Meeting) vote in favour of the resolution.

QUORUM: In order to conduct business at the Special General Meeting, at least one third (1/3rd) of the persons entitled to vote must be present in person or represented by proxy (sec. 48(2) of the *Strata Property Act*). Failure to reach a quorum will result in a postponement of the Meeting in accordance with section 48(3) of the *Strata Property Act* and Bylaw 29.1 of the Strata Corporation for a further 1/2 hour, and if within a further 1/2 hour from the time of the adjournment a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

PROXIES: If you are unable to attend this meeting, please complete a proxy form (a sample form is attached) and forward it to a representative of your choice who will be attending the meeting, thereby enabling your representative to vote on your

behalf. Council encourages all owners to be represented at this meeting.

QUERIES: If you have any questions or comments, please contact Council President Tracey Welsford at (604)-614-3738 (cell) or tlwelsford@shaw.ca

Note re Interest Schedule:

Section 277 of the *Strata Property Act* requires that the winding up resolution must include a number of things. Included in that list is the "Interest Schedule" required by section 278 of the *Strata Property Act*.

Section 278 of the *Strata Property Act* says the Interest Schedule must list the name, postal address and estimated value of any registered charge. That includes any mortgage charging the strata lots.

We obtained the mortgage information from the publically registered mortgages in the Land Title Office (the "LTO"). We have not contacted the mortgagee (the lenders/banks) as of yet. The values used in the Interest Schedule are (as noted in the header to the Interest Schedule) the original "face value" of the mortgages as registered in the LTO. They do not necessary reflect the amount currently owing under the mortgage. Assuming the owners and the court approve the windup, we will contact the mortgagees (the lenders) as part of the conveyance process and get accurate up to date payout figures.

Some owners may have paid out their mortgage but they have not filed the discharge in the LTO, so it is still listed on the Interest Schedule.

Others may think they do not have a mortgage, but they granted a mortgage to secure a line of credit (and get a better interest rate) and it is registered on title.

Where it is stated that the "Principal amount not available" that is because there is no principal amount stated in the filed mortgage.

Summary of Offer to Purchase

The key terms of the Offer to Purchase are:

1. Purchaser is Big Tree Construction Ltd.
2. Purchase price is \$52,000,000.00.
3. The offer is not yet firm as the Purchaser must first satisfy the Purchaser's conditions set out in the offer.
4. Owners may rent back their unit for a fixed term not to exceed 12 months with rent payable as follows:
 - i. for a fixed term-tenancy at 4 months or less, rent will be free; or
 - ii. for a fixed-term tenancy of more than 4 months, the first 4 months will

be free, and for the balance at the term, the monthly rent will be \$2.25 to \$2.75 sq. ft.

5. Investor Owners (with arms-length tenants) may elect:
 - (i) to rent back their unit free of rent until the end of the 3rd month following completion date of the sale (e.g. sale completion date at November 15, 2017, Investor Leaseback expires March 31, 2018), in which case the Investor Owner shall sublet their unit to their existing tenant pursuant to the terms of their existing lease with that tenant; or
 - (ii) Investor Owners may instead elect to be credited with a sum equal to 2 months' rent payable under their existing lease with their tenant.
6. A summary of each owner's share is attached.

THE OWNERS, STRATA PLAN VR365 – GARDEN COURT
(the “STRATA CORPORATION”)

SPECIAL GENERAL MEETING
August 21, 2017

AGENDA

NOTE: An 80% vote requires that at least 80% of all eligible voters (not just 80% of those owners present at the Special General Meeting) vote in favour of the resolution.

1. Call to Order
2. Calling of the Roll, Certification of Proxies and Issue Ballots
3. Confirmation of Quorum
4. Filing of Proof of Notice of Meeting
5. Approve the Agenda
6. Consideration of the following Resolutions:

WHEREAS:

- A. The Strata Corporation is considering the possibility of selling the entire lands and buildings that constitutes the Strata Corporation (the “**Property**”);
- B. The strata council of the Strata Corporation (the “**Council**”) has negotiated a purchase and sale agreement (the “**Agreement**”), a copy of which has been circulated to the owners, for the sale and disposition of the Property to Big Tree Construction Ltd. (the “**Purchaser**”);
- C. The Council has recommended that the owners approve the terms of the Agreement and approve the wind-up of the Strata Corporation:

NOW THEREFORE BE IT RESOLVED:

Resolution 1. By an 80% vote Resolution considered by the Owners at a Special General Meeting that:

1. Pursuant to section 276 of the *Strata Property Act*, the Owners approve the voluntary winding-up of the Strata Corporation and the dissolution of the Strata Corporation.
2. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the appointment of a liquidator of the Strata Corporation with the particular liquidator to be determined by the Strata Council (the "**Liquidator**").
3. Pursuant to section 277 of the *Strata Property Act*, the Owners approve:
 - (a) the cancellation of Strata Plan VR365;
 - (b) the dissolution of the Strata Corporation;
 - (c) the surrender to the Liquidator of each owner's interest in;
 - (i) the land shown on Strata Plan VR365;
 - (ii) the land held in the name of or on behalf of the Strata Corporation, but not shown on Strata Plan VR365; and
 - (iii) the personal property held by or on behalf of the Strata Corporation.
4. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the estimated costs of the winding-up as follows:
 - (a) legal fees (including conveyancing fees) approximately \$4,000 per strata lot;
 - (b) real estate agent's commission (1.50% of purchase price plus GST); and
 - (c) court fees payable to the Province (\$3,000).

The Owners acknowledge that this is an estimate only and the costs may vary from such sum and that any variation shall not require any further meeting of the Owners.

5. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the interest schedule (the "**Interest Schedule**") provided for in Section 278(3) of the *Strata Property Act* a copy of which is attached as Schedule A hereto.
6. Pursuant to section 278 of the *Strata Property Act*, the Owners approve the disbursement of the net sale proceeds pursuant to the percentages set out in Part 1, Column F of the Interest Schedule.
7. Pursuant to section 278.1 of the *Strata Property Act*, the Strata Corporation and the Liquidator be and are hereby given the authority to apply to the Supreme Court of B.C. for an order approving and confirming:

- (a) the voluntary winding-up of the Strata Corporation, with the cancellation of Strata Plan VR365 and the dissolution of the Strata Corporation;
 - (b) the appointment of the Liquidator;
 - (c) the sale and disposition of the Property by the Liquidator to the Purchaser pursuant to the terms of the Agreement;
 - (d) the disbursement of the net sale proceeds pursuant to the percentages set out in Part 1, Column F of the Interest Schedule; and
 - (e) such other terms as the Council and the Strata Corporation's lawyers feel are necessary or appropriate in the circumstances.
8. Pursuant to section 282(1) of the *Strata Property Act*, the Owners approve the sale and disposition of the Property by the Liquidator to the Purchaser pursuant to the terms of the Agreement.

SCHEDULE A

INTEREST SCHEDULE – PART 1

The Strata Corporation does not hold any land, and no third party holds land for the Strata Corporation, that is not shown on Strata Plan VR365.

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
1	101	003-897-257	Darlene Marie Jordison	5735 Tau Street La Mesa, California 91942 USA	2.1359%	\$1,110,668.00
2	102	003-897-265	Xiaoqi Wu	102 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
3	103	003-897-273	Caroline Victoria Jane Knox	103 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
4	104	003-897-281	John Horden Harvey and Mae Harvey as Joint Tenants	104 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1359%	\$1,110,668.00
5	105	003-897-290	Richard Nee	105 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
6	106	003-897-303	Andreas Helmut Sander	106 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
7	107	003-897-311	Euan Gregor Riddell and Suzanne Nicole Riddell as Joint Tenants	107 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
8	108	003-897-320	Jennifer Mary Boose and Paul Thomas King as Joint Tenants	108 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
9	109	003-550-800	Judith Margaret Andrade	2050 Carmel Valley Road Del Mar, California 92014 USA	2.0922%	\$1,087,944.00
10	110	003-897-338	Joyce Catherine Pountney and Raymond William Pountney as Joint Tenants	#1 402-1830 Alberni Street Vancouver, BC V6G 2Z2 #2 110-1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
11	111	002-618-401	Michael Lewis Jones and Linda Jean Jones as Joint Tenants	111 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
12	201	003-897-346	Martta Hynna	201 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1165%	\$1,100,580.00
13	202	003-897-354	Omid Bahmanipour	202 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
14	203	003-897-362	Melissa Green Ramsden and Charlotte Ramsden as Joint Tenants	#1 800 West Avenue, Apt 844 Miami, Florida 33139 USA #2 203-1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
15	204	003-897-371	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	2.0435%	\$1,062,620.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
16	205	003-897-389	Christopher Kuta-Dankwa	89 Gladys Dimson House Magpie Close, London E7 9DF England	1.5570%	\$809,640.00
17	206	003-897-397	Theo Lan Chun Leung	c/o 10291 Mortfield Road Richmond, BC V7A 4H7	1.5570%	\$809,640.00
18	207	003-897-401	Dairn Kwok	207 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
19	208	003-897-419	Bernard Batitang	208 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
20	209	003-897-427	James Thomas Shaw and Nicole Elizabeth Shaw as Joint Tenants	209 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
21	210	003-897-435	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	1.8975%	\$986,700.00
22	211	003-897-443	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased (see BN62160)	895 Keith Road West Vancouver, BC V7T 1M4	2.0677%	\$1,075,204.00
23	212	003-897-451	Ferdinand Knobloch	4137 West 12th Avenue Vancouver, BC V6R 2P5	2.0677%	\$1,075,204.00
24	213	003-897-460	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.6056%	\$834,912.00
25	214	003-897-478	Mark Tyler Thane	214 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
26	301	003-897-486	Richard John Thomas and Takako Thomas as Joint Tenants	301 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1408%	\$1,113,216.00
27	302	003-897-494	Iona Jean Dunnett	302 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
28	303	003-897-508	James Rothoehler	303 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
29	304	003-897-516	Margaret Daisy Breen and Margaret Ann Breen as Joint Tenants	304 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
30	305	003-897-524	Maya Sinclair	305 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
31	306	003-897-532	Randal Ross LeClerc and Anne Elizabeth LeClerc as Joint Tenants	306 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
32	307	003-897-541	Lynn Elizabeth Graham	307 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
33	308	003-897-559	Robert Hughes Witcher	308 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
34	309	003-897-567	Alwin Villanueva Lacson and Minella Francisco Lacson as Joint Tenants	309 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
35	310	003-897-575	Florita Sebastian Tumaneng	310 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9219%	\$999,388.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
36	311	003-897-583	Jan Ake Christer Andersson	311 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1895%	\$1,138,540.00
37	312	003-897-591	Jing Wah Gee and Alfred Joon Yue Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	2.1895%	\$1,138,540.00
38	313	003-897-613	Yuelin Cai	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
39		003-897-621	(combined with strata lot 38)	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
40	401	003-897-630	Martin Maurice Armand Frodo Breton and Marion Lynn Perpick-Breton as Joint Tenants	15 Bay View Drive SW Calgary, AB T2V 3N7	2.1895%	\$1,138,540.00
41	402	003-897-656	Joyce Catherine Pountney	402 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.8489%	\$961,428.00
42	403	003-897-672	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.8246%	\$948,792.00
43	404	003-897-699	Jiun-Ni Yao	404 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0922%	\$1,087,944.00
44	405	003-897-729	Tong Wu	405 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
45	406	003-897-761	Jing Wah Gee and Sui Mee Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	1.6056%	\$834,912.00
46	407	003-897-788	Jonathan David Cartwright	407 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
47	408	002-697-505	Catheryn Roberta Schultz and Dale Gordon Plevan as Joint Tenants	408 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
48	409	003-897-800	Brian Alexander Filbert and Doreen Bernadette Filbert as Joint Tenants	409 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9705%	\$1,024,660.00
49	410	003-897-834	Egil Ruud Jamt	410 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9948%	\$1,037,296.00
50	411	003-897-851	Tracey Lin Welsford	411 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
51	412	003-897-885	Ahmad Kavousian	412 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
52	413	003-897-915	Michael John Flemington	421 Pacific Street Vancouver, BC V6Z 2P5	1.7029%	\$885,508.00
53	414	003-897-940	Henry So and Sophie So-Fun So as Joint Tenants	10291 Mortfield Road Richmond, BC V7A 4H7	1.7029%	\$885,508.00
					100.00%	\$52,000,000.00

*Strata Lot noted in Column A, District Lot 185 Strata Plan VR365

INTEREST SCHEDULE – PART 2

CHARGEHOLDERS

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
1	101	HSBC Bank Canada	1010 Denman Street Vancouver, BC V6G 2M5	6.65%	\$100,000.00
2	102	Nil			
3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	2.90%	\$293,977.50
4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, BC V6G 1E2	Prime + 6%	\$320,000.00
5	105	Nil			
6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$350,000.00
7	107	Nil			
8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$240,000.00
		The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	Prime + 5%	\$240,000.00
9	109	Nil			
10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, BC V6G 2Z2	5.10%	\$124,000.00
11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	4.29%	\$218,400.00
12	201	Nil			
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$330,000.00
14	203	Nil			
15	204	Nil			
16	205	Nil			
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	2.99%	\$100,000.00
18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$232,000.00
19	208	Vancouver City Savings Credit Union, in trust (see BLS1963)	1680 Robson Street Vancouver, BC V6G 1C7	Not Provided	Not Provided
20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	Prime - 0.65%	\$274,000.00
21	210	Nil			
22	211	Nil			
23	212	Nil			
24	213	Nil			
25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, BC V3W 5A3	Prime	\$72,900.00
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$54,387.00

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	Not Provided	\$180,000.00
27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	Prime + 5%	Not Provided
28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	Prime + 5%	\$115,000.00
29	304	Nil			
30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	TBD	6.50%	\$101,290.50
31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	5.45%	\$223,850.00
32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, BC V6K 2G4	Not Provided	Not Provided
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime - 0.5%	\$295,488.00
34	309	Nil			
35	310	Nil			
36	311	Nil			
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 3C2	2.90%	\$90,000.00
		The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, BC V5Z 2M7	Prime + 5%	\$74,000.00
38	313	Computershare Trust Company of Canada	c/o Street Capital Financial Corporation		
39			700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	2.89%	\$350,400.00
40	401	Nil			
41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	Not Provided	\$151,495.00
42	403	Nil			
43	404	First National Financial GP Corporation	700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	3.89%	\$337,306.20
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$272,000.00
45	406	Nil			
46	407	Nil			
47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, BC V6E 1C2	Not Provided	Not Provided
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	Variable Rate	\$221,882.50
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$27,715.00
49	410	Nil			
50	411	Bank of Montreal	6088 No. 3 Road Richmond, BC V6Y 2B3	PLOC + 0.5%	\$220,000.00

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime -0.75%	\$220,000.00
		Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, BC V7M 2J5	Prime + 6%	\$100,000.00
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	7.80%	\$63,300.00
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime + 0.7%	\$175,000.00
AGGREGATE					\$6,679,291.70**

**Aggregate amount exclusive of mortgages of individual strata lots which do not disclose a principal balance.

CREDITORS

Name of Creditor	Postal Address	Interest
Vancouver Fire & Radius Security	22131 Fraserwood Way Richmond, BC V6W 1J4	Alarm Monitoring
Vancouver Static Industries Ltd.	5575 Patterson Avenue, Unit #1 Burnaby, BC V5H 2M6	Electrician
City Elevator Ltd.	3657 Wayburne Drive Burnaby, BC V5G 3L1	Elevator
Viscount Systems Inc.	4585 Tillicum Street Burnaby, BC V5J 5K9	Enter phone
Fairlane Fire Prevention Ltd.	4877 Hastings Street Burnaby, BC V5C 2L1	Fire Equipment
Valley All Door Distributing Ltd.	106-19425 Langley Bypass Surrey, BC V3S 6K1	Garage Door
Beck Glass	5371 Regent Street Burnaby, BC V5C 4H4	Glass Repair
Reid Bros Plumbing & Heating	1636 W 75th Avenue Vancouver, BC V6P 6G2	Hvac
Hub Coastal	400-4350 Still Creek Drive Burnaby, BC V5C 0G5	Insurance
Ocean Province Appraisal Co. Ltd.	1000 Roosevelt Crescent #235 North Vancouver, BC V7P 3R4	Insurance Appraisal
Clean Tech	105 - 12371 Horseshoe Way Richmond BC, V7A 4X6	Janitorial
Tip Top Landscapers	13229 81 Avenue Surrey, BC V3W 3C5	Landscaping
Handy Appliances Ltd.	100 - 1398 E 49th Avenue Vancouver, BC V5W 2J5	Laundry Repair
Action Integrated Security Solutions	8866 Hudson Street Vancouver, BC V6P 4N2	Locksmith
Canadian Pest Control	84 N Bend Street Coquitlam, BC V3K 6H1	Pest control
Cobing Building Solutions	12-20110 Stewart Crescent Maple Ridge, BC V2X 0T4	Plumbing & Heating
Trotter & Morton Building Technologies	5151 Canada Way Burnaby, BC V5E 3N1	Roof Repair
Alliance	101 - 4833 Byrne Road Burnaby, BC V5J 3H6	Snow Removal
Emterra Group	6362 148 Street Surrey, BC V3S 3C4	Waste
Alliance Window and Powering Washing	2376 W 43rd Avenue Vancouver, BC V6M 2E5	Window Cleaning
Michael A Smith	Surrey, BC	Vent Cleaning

PROXY APPOINTMENT

Re: Unit _____ - Strata Lot _____ of Strata Plan VR365

NOTE: An 80% vote requires that at least 80% of all eligible voters (not just 80% of those owners present at the Special General Meeting) vote in favour of the resolution.

General proxy

I/We, _____, the owner(s) of the strata lot described above, hereby appoint _____ or in his/her absence _____ to act as my/our proxy beginning _____, 2017 until _____, 20____.

Proxy for a specific meeting

I/We, _____, the owner(s) of the strata lot described above, hereby appoint _____ or in his/her absence _____ to act as my/our proxy at the Special General Meeting to be held on _____, 2017.

OR

Proxy for a specific resolution

I/We, _____, the owner(s) of the strata lot described above, hereby appoint _____ or in his/her absence _____ to act as my/our proxy with respect to the following resolution at the special general meeting to be held on _____, 2017 as such resolution may be amended at the meeting.

Resolution 1. By an 80% vote Resolution passed by the Owners at a Special General Meeting that:

- 1. Pursuant to section 276 of the *Strata Property Act*, the Owners approve the voluntary winding-up of the Strata Corporation and the dissolution of the Strata Corporation.
- 2. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the appointment of a liquidator with the particular liquidator to be determined by the Strata Council (the "Liquidator").
- 3. Pursuant to section 277 of the *Strata Property Act* the Owners approve:
 - (a) the cancellation of Strata Plan VR365;
 - (b) the dissolution of the Strata Corporation;
 - (c) the surrender to the Liquidator of each owner's interest in;

- (i) the land shown on Strata Plan VR365;
 - (ii) the land held in the name of or on behalf of the Strata Corporation, but not shown on Strata Plan VR365; and
 - (iii) the personal property held by or on behalf of the Strata Corporation.
4. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the estimated costs of the winding-up as follows:
 - (a) legal fees (including conveyancing fees) \$4,000 per strata lot plus GST and PST;
 - (b) real estate agent's commission (1.50% of purchase price plus GST); and
 - (c) court fees payable to province (\$3,000).

The Owners acknowledge that this is an estimate only and the costs may vary from such sum and that any variation shall not require any further meeting of the Owners.
5. Pursuant to section 277 of the *Strata Property Act*, The Owners approve the interest schedule (the "**Interest Schedule**") provided for Section 278(3) of the *Strata Property Act* attached as Schedule A to the Notice of SGM.
6. Pursuant to section 278 of the *Strata Property Act*, the Owners approve the disbursement of the net sale proceeds pursuant to the percentages set out in Part 1, Column F of the Interest Schedule.
7. Pursuant to section 278.1 of the *Strata Property Act*, the Strata Corporation and the Liquidator be and are hereby given the authority to apply to the Supreme Court of B.C. for an order approving and confirming:
 - (a) the voluntary winding-up of the Strata Corporation, with the cancellation of Strata Plan VR365 and the dissolution of the Strata Corporation;
 - (b) the appointment of the Liquidator;
 - (c) the sale and disposition of the Property by the Liquidator to the Purchaser pursuant to the terms of the Agreement;
 - (d) the disbursement of the net sale proceeds pursuant to the percentages set out in Part 1, Column F of the Interest Schedule;
 - (e) such other terms as the Council and the Strata Corporation's lawyers feel are necessary or appropriate in the circumstances.
8. Pursuant to section 282(1) of the *Strata Property Act*, the Owners of the Strata Corporation approve the sale and disposition of the Property by the Liquidator to the Purchaser pursuant to the terms of the Agreement.

Voting instructions regarding Resolution 1- [Circle one] YES NO Proxy
Holder's Discretion

Date: _____, 2017.

Signature of Owner (No. 1)

Signature of Owner (No. 2)

This is Exhibit "B" referred to in the affidavit of Jillian Such made before me at Vancouver this 6 day of August, 2017
A Commissioner for taking Affidavits within British Columbia

SUPREME COURT OF BRITISH COLUMBIA VANCOUVER REGISTRY
DEC 11 2017
ENTERED



NO. S-179756
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
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 VR365

BETWEEN:

THE OWNERS, STRATA PLAN VR365,
TRACEY LIN WELSFORD, SUZANNE NICOLE RIDDELL,
EUAN GREGOR RIDDELL, OMID BAHMANIPOUR,
ALFRED JOON YUE GEE, JING WAH GEE, SUI MEE GEE,
ALWIN VILLANUEVA LACSON,
MINELLA FRANCISCO LACSON and
LYNN ELIZABETH GRAHAM

PETITIONERS

AND:

HENRY SO and each the parties set out in
Appendices "A", "B" and "C" to this Petition

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE
MR. JUSTICE TAMMEN

MONDAY, THE 11TH DAY OF
DECEMBER, 2017.

ON THE PETITION, coming on for hearing at Vancouver, B.C., on Monday, the 11th day of December, 2017, and on hearing Peter J. Roberts, counsel for the Petitioners, Garnet Andrews as agent for Judith M. Andrade (owner of Unit 9), Randy LeClerc (owner of Unit 306) and Lynn Graham (owner of Unit 307) and Henry So (owner of Unit 414), and upon reading Affidavit #1 of T. Welsford, sworn October 18, 2017, Affidavit #1 of B. Tattrie, sworn

October 17, 2017, Affidavit #1 of F. Lane, made October 20, 2017, Affidavit #2 of F. Lane, made December 7, 2017, Affidavit #3 of F. Lane, made December 7, 2017, and Affidavit #4 of F. Lane made December 11, 2017, 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 VR365, held on August 21, 2017, at which it was resolved to:

- (a) approve the voluntary winding-up of strata corporation, The Owners, Strata Plan VR365, and its dissolution;
- (b) approve the appointment of a liquidator of the Strata Corporation with the particular liquidator to be determined by the Strata Council (the "Liquidator") to wind-up the strata corporation, The Owners, Strata Plan VR365;
- (c) cancel Strata Plan VR365;
- (d) dissolve the strata corporation, The Owners, Strata Plan VR365;
- (e) confirm the Interest Schedule to be applied pursuant to section 278 of the *Strata Property Act* (the "Interest Schedule");
- (f) approve the estimate of costs of winding-up of the strata corporation, The Owners, Strata Plan VR365; and
- (g) surrender to the Liquidator each owner's interest in:
 - (i) the land shown on Strata Plan VR365, including the common property (the "Garden Court Lands"); and
 - (ii) the personal property held by or on behalf of the strata corporation, The Owners, Strata Plan VR365 (the "Strata Personal Property")

be and is hereby confirmed.

2. Upon the filing of a certified copy of this order in the Land Title Office pursuant to paragraph 4 of this Order, Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, be and is hereby appointed as the Liquidator of the strata corporation, The Owners, Strata Plan VR365.

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 Petitioners and the Respondents set out on Appendix "A" to the Petition (collectively, the "Strata Owners") in:

- (a) the Garden Court Lands; and
- (b) the Strata Personal Property.

shall be and are hereby surrendered to and vest in the Liquidator, subject to the mortgages, assignments of rent and liens registered on title to Strata Lots 1 to 53 of the Garden Court Lands and as set out in Appendix "B" to the Petition.

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

6. The authority and powers of the Liquidator include:

- (a) to be paid reasonable remuneration out of the proceeds of any sale of the Garden Court 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 VR365, the cancellation of Strata Plan VR365 and the marketing and sale of the

- Garden Court 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 Vancouver area;
 - (d) to deal with creditors of the strata corporation, The Owners, Strata Plan VR365, 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 VR365 and the cancellation of Strata Plan VR365;
 - (f) to market and negotiate the sale of the Garden Court Lands and the Strata Personal Property;
 - (g) to sell the Garden Court Lands, subject either to the requirements of section 282 of the *Strata Property Act* or further order of the court;
 - (h) to distribute the proceeds from the sale of the Garden Court 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 sale of the Garden Court Lands to 1133689 B.C. Ltd. (the "Purchaser"), as assignee of the purchaser's right title and interest in the Purchase and Sale Agreement between Big Tree Construction Ltd., as purchaser, and The Owners, Strata Plan VR365, as vendor, dated for reference April 30, 2017 (the "Purchase & Sale Agreement") be and is hereby approved.

8. The Interest Schedule attached to this Order as Schedule "A" be and is hereby approved and that Interest Schedule shall be the interest schedule for the purposes of sections 278 and 280 of the *Strata Property Act* and shall be used to determine each individual Strata Owners' share of the proceeds of distribution on the winding-up of Strata Plan VR365, including the proceeds of sale of the Garden Court Lands and the Strata Personal Property.

9. Pursuant to section 100(4)(a) of the *Land Title Act*, R.S.B.C. 1996, c.250, it is ordered that the consents of the owners in fee simple of each of the strata units comprising the Garden Court Lands and each holder of a registered charge on title to any of the strata units comprising the Garden Court 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 Garden Court Lands.

10. The Petitioners are entitled to recover their 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 the sale of the Garden Court Lands, including any deposits, and the Strata Personal Property.

11. If necessary, all or a part of the proceeds from the sale of the Garden Court Lands and the Strata Personal Property may 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.

12. Upon closing in accordance with the terms of the Purchase & Sale Agreement, it is ordered that the sale proceeds, including deposits and after adjustments, shall be paid by or on behalf of the Purchaser to Lawson Lundell LLP in trust and may be paid out or dealt with by Lawson Lundell LLP in the following manner in accordance with the terms of this Order and at the direction of the Liquidator:

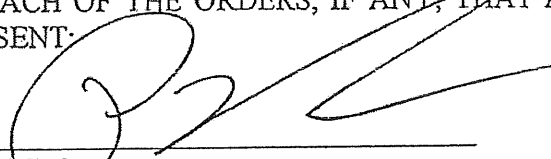
- (a) Firstly, in payment of all matters of adjustment with respect to the sale of the Garden Court Lands, including without limitation outstanding water and sewer rates, and interest and penalties thereon owing in connection with the Garden Court Lands (the "Adjustments") and, in the event any strata unit owner(s) is responsible for all or a part of the Adjustments paid pursuant to this subparagraph, then the amount of the Adjustments attributable to that strata unit owner(s) and paid from the sale proceeds (the "Individual Adjustment") shall be deducted from that portion of the sale proceeds otherwise to be paid to that strata unit owner(s);
- (b) Secondly, in payment of any legal fees, including disbursements and taxes, real estate commission, appraiser's fees and other similar expenses incurred by the Petitioners in relation to this proceeding and the sale of the Garden Court Lands;
- (c) Thirdly, the remainder of the sale proceeds shall be divided rateably among the strata unit owners of the Garden Court Lands in accordance with their entitlement under the Interest Schedule and, in advance of any payment to the strata unit owners;
 - (i) any Individual Adjustments paid on behalf of the particular strata unit owner(s) shall be deducted from the individual entitlement of the particular strata unit owner(s);

- (ii) in the case of any strata unit owner(s) with mortgages and/or other financial charges or encumbrances registered on title to their interest in the Garden Court Lands, payment of the outstanding balance on such obligations shall be made to each of the mortgagees and/or creditors (as the case may be) from the individual entitlement of the particular strata unit owner(s); and
- (iii) the remainder of the sale proceeds attributed to a particular strata unit owner(s) shall be paid to that owner(s) or as directed in writing by that strata unit owner(s).

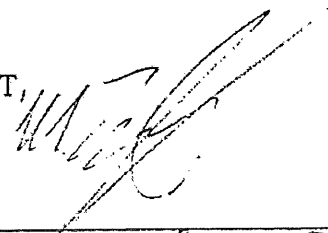
13. The parties to this proceeding are at liberty to apply to Court for such further and other directions and orders as may be necessary to carry out the full purpose and intent of these Orders, including the approval of any sale of the land shown on Stata Plan VR365.


14. Endorsement as to the form of this Order by any party other than counsel 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:



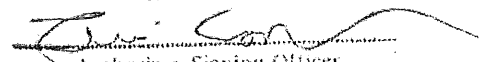
 Peter J. Roberts
 COUNSEL FOR THE PETITIONERS

BY THE COURT, 

 REGISTRAR 

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

This 12 day of Dec 2017



 Authorized Signing Officer
 Clive Cooper



Schedule "A" to Order made December 11, 2017 - Interest Schedule

SCHEDULE A

INTEREST SCHEDULE – PART 1

The Strata Corporation does not hold any land, and no third party holds land for the Strata Corporation, that is not shown on Strata Plan VR365.

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
1	101	003-897-257	Darlene Marie Jordison	5735 Tau Street La Mesa, California 91942 USA	2.1359%	\$1,110,668.00
2	102	003-897-265	Xiaoqi Wu	102 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
3	103	003-897-273	Caroline Victoria Jane Knox	103 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
4	104	003-897-281	John Horden Harvey and Mae Harvey as Joint Tenants	104 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1359%	\$1,110,668.00
5	105	003-897-290	Richard Nee	105 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
6	106	003-897-303	Andreas Helmut Sander	106 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
7	107	003-897-311	Euan Gregor Riddell and Suzanne Nicole Riddell as Joint Tenants	107 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
8	108	003-897-320	Jennifer Mary Boose and Paul Thomas King as Joint Tenants	108 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
9	109	003-550-800	Judith Margaret Andrade	2050 Carmel Valley Road Del Mar, California 92014 USA	2.0922%	\$1,087,944.00
10	110	003-897-338	Joyce Catherine Pountney and Raymond William Pountney as Joint Tenants	#1 402-1830 Alberni Street Vancouver, BC V6G 2Z2 #2 110-1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
11	111	002-618-401	Michael Lewis Jones and Linda Jean Jones as Joint Tenants	111 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
12	201	003-897-346	Martta Hynna	201 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1165%	\$1,100,580.00
13	202	003-897-354	Omid Bahmanipour	202 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
14	203	003-897-362	Melissa Green Ramsden and Charlotte Ramsden as Joint Tenants	#1 800 West Avenue, Apt 844 Miami, Florida 33139 USA #2 203-1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
15	204	003-897-371	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	2.0435%	\$1,062,620.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
16	205	003-897-389	Christopher Kuta-Dankwa	89 Gladys Dimson House Magpie Close, London E7 9DF England	1.5570%	\$809,640.00
17	206	003-897-397	Theo Lan Chun Leung	c/o 10291 Mortfield Road Richmond, BC V7A 4H7	1.5570%	\$809,640.00
18	207	003-897-401	Dairn Kwok	207 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
19	208	003-897-419	Bernard Batitang	208 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
20	209	003-897-427	James Thomas Shaw and Nicole Elizabeth Shaw as Joint Tenants	209 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
21	210	003-897-435	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	1.8975%	\$986,700.00
22	211	003-897-443	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased (see BN52160)	895 Keith Road West Vancouver, BC V7T 1M4	2.0677%	\$1,075,204.00
23	212	003-897-451	Ferdinand Knobloch	4137 West 12th Avenue Vancouver, BC V6R 2P5	2.0677%	\$1,075,204.00
24	213	003-897-460	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.6056%	\$834,912.00
25	214	003-897-478	Mark Tyler Thane	214 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
26	301	003-897-486	Richard John Thomas and Takako Thomas as Joint Tenants	301 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1408%	\$1,113,216.00
27	302	003-897-494	Iona Jean Dunnett	302 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
28	303	003-897-508	James Rothoehier	303 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
29	304	003-897-516	Margaret Daisy Breen and Margaret Ann Breen as Joint Tenants	304 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
30	305	003-897-524	Maya Sinclair	305 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
31	306	003-897-532	Randal Ross LeClerc and Anne Elizabeth LeClerc as Joint Tenants	306 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
32	307	003-897-541	Lynn Elizabeth Graham	307 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
33	308	003-897-559	Robert Hughes Witcher	308 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
34	309	003-897-567	Alwin Villanueva Lacson and Minella Francisco Lacson as Joint Tenants	309 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
35	310	003-897-575	Florita Sebastian Tumaneng	310 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9219%	\$999,388.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
36	311	003-897-583	Jan Ake Christer Andersson	311 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1895%	\$1,138,540.00
37	312	003-897-591	Jing Wah Gee and Alfred Joon Yue Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	2.1895%	\$1,138,540.00
38	313	003-897-613	Yuelin Cai	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
39		003-897-621	(combined with strata lot 38)	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
40	401	003-897-630	Martin Maurice Armand Frodo Breton and Marion Lynn Perpick-Breton as Joint Tenants	15 Bay View Drive SW Calgary, AB T2V 3N7	2.1895%	\$1,138,540.00
41	402	003-897-656	Joyce Catherine Pountney	402 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.8489%	\$961,428.00
42	403	003-897-672	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.8246%	\$948,792.00
43	404	003-897-699	Jiun-Ni Yao	404 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0922%	\$1,087,944.00
44	405	003-897-729	Tong Wu	405 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
45	406	003-897-761	Jing Wah Gee and Sui Mee Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	1.6056%	\$834,912.00
46	407	003-897-788	Jonathan David Cartwright	407 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
47	408	002-697-505	Cathryn Roberta Schultz and Dale Gordon Plevin as Joint Tenants	408 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
48	409	003-897-800	Brian Alexander Filbert and Doreen Bernadette Filbert as Joint Tenants	409 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9705%	\$1,024,660.00
49	410	003-897-834	Egil Ruud Jamt	410 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9948%	\$1,037,296.00
50	411	003-897-851	Tracey Lin Welsford	411 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
51	412	003-897-885	Ahmad Kavousian	412 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
52	413	003-897-915	Michael John Flemington	421 Pacific Street Vancouver, BC V6Z 2P5	1.7029%	\$885,508.00
53	414	003-897-940	Henry So and Sophie So-Fun So as Joint Tenants	10291 Mortfield Road Richmond, BC V7A 4H7	1.7029%	\$885,508.00
					100.00%	\$52,000,000.00

*Strata Lot noted in Column A, District Lot 185 Strata Plan VR365

INTEREST SCHEDULE – PART 2

CHARGEHOLDERS

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
1	101	HSBC Bank Canada	1010 Denman Street Vancouver, BC V6G 2M5	6.65%	\$100,000.00
2	102	Nil			
3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	2.90%	\$293,977.50
4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, BC V6G 1E2	Prime + 6%	\$320,000.00
5	105	Nil			
6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$350,000.00
7	107	Nil			
8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$240,000.00
		The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	Prime + 5%	\$240,000.00
9	109	Nil			
10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, BC V6G 2Z2	5.10%	\$124,000.00
11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	4.29%	\$218,400.00
12	201	Nil			
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$330,000.00
14	203	Nil			
15	204	Nil			
16	205	Nil			
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	2.99%	\$100,000.00
18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$232,000.00
19	208	Vancouver City Savings Credit Union, in trust (see BL51963)	1680 Robson Street Vancouver, BC V6G 1C7	Not Provided	Not Provided
20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	Prime - 0.65%	\$274,000.00
21	210	Nil			
22	211	Nil			
23	212	Nil			
24	213	Nil			
25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, BC V3W 5A3	Prime	\$72,900.00
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$54,387.00

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	Not Provided	\$180,000.00
27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	Prime + 5%	Not Provided
28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	Prime + 5%	\$115,000.00
29	304	Nil			
30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	TBD	6.50%	\$101,290.50
31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	5.45%	\$223,850.00
32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, BC V6K 2G4	Not Provided	Not Provided
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime - 0.5%	\$295,488.00
34	309	Nil			
35	310	Nil			
36	311	Nil			
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 3C2	2.90%	\$90,000.00
		The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, BC V5Z 2M7	Prime + 5%	\$74,000.00
38			c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6		
39	313	Computershare Trust Company of Canada		2.89%	\$350,400.00
40	401	Nil			
41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	Not Provided	\$151,495.00
42	403	Nil			
43	404	First National Financial GP Corporation	700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	3.89%	\$337,306.20
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$272,000.00
45	406	Nil			
46	407	Nil			
47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, BC V6E 1C2	Not Provided	Not Provided
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	Variable Rate	\$221,882.50
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$27,715.00
49	410	Nil			

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
50	411	Bank of Montreal	6088 No. 3 Road Richmond, BC V6Y 2B3	PLOC + 0.5%	\$220,000.00
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime -0.75%	\$220,000.00
		Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, BC V7M 2J5	Prime + 6%	\$100,000.00
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	7.80%	\$63,300.00
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime + 0.7%	\$175,000.00
AGGREGATE					\$6,679,291.70**

**Aggregate amount exclusive of mortgages of individual strata lots which do not disclose a principal balance.

CREDITORS

Name of Creditor	Postal Address	Interest
Vancouver Fire & Radius Security	22131 Fraserwood Way Richmond, BC V6W 1J4	Alarm Monitoring
Vancouver Static Industries Ltd.	5575 Patterson Avenue, Unit #1 Burnaby, BC V5H 2M6	Electrician
City Elevator Ltd.	3657 Wayburne Drive Burnaby, BC V5G 3L1	Elevator
Viscount Systems Inc.	4585 Tillicum Street Burnaby, BC V5J 5K9	Enter phone
Fairlane Fire Prevention Ltd.	4877 Hastings Street Burnaby, BC V5C 2L1	Fire Equipment
Valley All Door Distributing Ltd.	106-19425 Langley Bypass Surrey, BC V3S 6K1	Garage Door
Beck Glass	5371 Regent Street Burnaby, BC V5C 4H4	Glass Repair
Reid Bros Plumbing & Heating	1636 W 75th Avenue Vancouver, BC V6P 6G2	Hvac
Hub Coastal	400-4350 Still Creek Drive Burnaby, BC V5C 0G5	Insurance
Ocean Province Appraisal Co. Ltd.	1000 Roosevelt Crescent #235 North Vancouver, BC V7P 3R4	Insurance Appraisal
Clean Tech	105 - 12371 Horseshoe Way Richmond BC, V7A 4X6	Janitorial
Tip Top Landscapers	13229 81 Avenue Surrey, BC V3W 3C5	Landscaping
Handy Appliances Ltd.	100 - 1398 E 49th Avenue Vancouver, BC V5W 2J5	Laundry Repair
Action Integrated Security Solutions	8866 Hudson Street Vancouver, BC V6P 4N2	Locksmith
Canadian Pest Control	84 N Bend Street Coquitlam, BC V3K 6H1	Pest control
Cobing Building Solutions	12-20110 Stewart Crescent Maple Ridge, BC V2X 0T4	Plumbing & Heating
Trotter & Morton Building Technologies	5151 Canada Way Burnaby, BC V5E 3N1	Roof Repair
Alliance	101 - 4833 Byrne Road Burnaby, BC V5J 3H6	Snow Removal
Emterra Group	6362 148 Street Surrey, BC V3S 3C4	Waste
Alliance Window and Powering Washing	2376 W 43rd Avenue Vancouver, BC V6M 2E5	Window Cleaning
Michael A Smith	Surrey, BC	Vent Cleaning

Appendix "A" to Petition

List of Respondents who are strata unit owners:

Strata Lot	Unit No.	Registered Owner/s
1	101	Darlene Marie Jordison
2	102	Xiaoqi Wu and Yuehua Wang
3	103	Caroline Victoria Jane Knox
4	104	John Horden Harvey and Mae Harvey
5	105	Richard Nee
6	106	Andreas Helmut Sander
8	108	Jennifer Mary Boose and Paul Thomas King
9	109	Judith Margaret Andrade
10	110	Joyce Catherine Pountney and Raymond William Pountney
11	111	Michael Lewis Jones and Linda Jean Jones
12	201	Martta Hynna
14	203	Melissa Green Ramsden and Charlotte Ramsden
15	204	Benny Yu and Amy Yu
16	205	Christopher Kuta-Dankwa
17	206	Theo Lan Chun Leung
18	207	Dairn Kwok
19	208	Bernard Batitang
20	209	James Thomas Shaw and Nicole Elizabeth Shaw
21	210	Benny Yu and Amy Yu
22	211	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased
23	212	Ferdinand Knobloch
24	213	Gaye Ballantyne and Kim Alexander Read
25	214	Mark Tyler Thane
26	301	Richard John Thomas and Takako Thomas
27	302	Iona Jean Dunnett
28	303	James Rothoehler
29	304	Margaret Daisy Breen and Margaret Ann Breen
30	305	Maya Sinclair
31	306	Randal Ross LeClerc and Anne Elizabeth LeClerc
33	308	Robert Hughes Witcher
35	310	Florita Sebastian Tumaneng
36	311	Jan Ake Christer Andersson
38 & 39	313	Yuelin Cai
40	401	Martin Maurice Armand Frodo Breton and Marion Lynn Perpiek-Breton

Strata Lot	Unit No.	Registered Owner/s
41	402	Joyce Catherine Pountney
42	403	Gaye Ballantyne and Kim Alexander Read
43	404	Jiun-Ni Yao Robertson and Daniel Galen Robertson
44	405	Tong Wu
45	406	Jing Wah Gee and Sui Mee Gee
46	407	Jonathan David Cartwright
47	408	Catheryn Roberta Schultz and Dale Gordon Pleven
48	409	Brian Alexander Filbert and Doreen Bernadette Filbert
49	410	Egil Ruud Jamt
51	412	Ahmad Kavousian
52	413	Michael John Flemington
53	414	Henry So and Sophie So-Fun So

Respondent Charge Holders:

A. Financial Charge Holders

1. Bank of Montreal

1.1 6088 No. 3 Road, Richmond, B.C. V6Y 2B3

Strata Lot	Unit #	Charge Holder	Charge Holder Address	Reference No.
50	411	Bank of Montreal	6088 No. 3 Road Richmond, B.C. V6Y 2B3	BB4013559

1.2 865 Harrington Court, Burlington, ON L7N 3P3

31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	BA559066
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2. BlueShore Financial Ltd.

2.1 1100 Lonsdale Avenue, North Vancouver, B.C. V7M 2H3

27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, B.C. V7M 2H3	CA2978459
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3. Canadian Imperial Bank of Commerce

3.1 1720 Robson Street, Vancouver, B.C. V6G 1E2

4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, B.C. V6G 1E2	CA3361507
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3.2 1601 Lonsdale Avenue, North Vancouver, B.C. V7M 2J5

51	412	Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, B.C. V7M 2J5	BB458075
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4. CIBC Mortgages Inc.

4.1 5th Floor, 400 Burrard Street, Vancouver, B.C. V6C 3A6

11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	CA1074043
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	CA2515057
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	BB660825
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	CA2057494

5. Computershare Trust Company of Canada

5.1 c/o Paradigm Quest Inc., 500 - 390 Bay Street, Toronto, ON M5H 2Y2

28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	CA1677304
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5.2 c/o Street Capital Financial Corporation, 700 North Tower, 100 University Avenue, Toronto, ON M5J 1V6

38	313	Computershare Trust Company of Canada	c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	CA2338074
39		Computershare Trust Company of Canada	c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	CA2338074

6. Confederation Trust Company

6.1 1500-1090 West Georgia Street, Vancouver, B.C. V6E 3A3

30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	1500-1090 West Georgia Street, Vancouver, B.C. V6E 3A3	BH23059
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7. Home Equity Mortgage Corporation

7.1 600-45 St. Clair Avenue West, Toronto, ON M4V 1K9

41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	CA1983968
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8. HSBC Bank Canada

8.1 1010 Denman Street, Vancouver, B.C. V6G 2M5

1	101	HSBC Bank Canada	1010 Denman Street Vancouver, B.C. V6G 2M5	BT167708
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9. National Bank of Canada

9.1 500 Place D'Ames, 22nd Floor, Montreal, QC H2Y 2W3

26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	CA5300788
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10. Royal Bank of Canada

10.1 10 York Mills Road, 3rd Floor, Toronto, ON M2P 0A2

20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	CA4334661
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10.2 180 Wellington Street W, Toronto, ON M5J 1J1

6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	BB1054413
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	BB1752559

11. Scotia Mortgage Corporation

11.1 865 Britannia Rd W, Mississauga, ON L5V 2X8

3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	CA1135003
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12. TD Canada Trust

12.1 200-7134 King George Hwy, Surrey, B.C. V3W 5A3

25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, B.C. V3W 5A3	BN293365
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13. The Bank of Nova Scotia

13.1 3020 - 1166 Steveston Hwy., Richmond, B.C. V7A 5J3

43	404	The Bank of Nova Scotia	3020 - 1166 Steveston Hwy. Richmond, B.C. V7A 5J3	CA6226963
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13.2 1205 Robson Street, Vancouver, B.C. V6E 1C2

47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, B.C. V6E 1C2	BB1673090
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14. The Bank of Nova Scotia

14.1 2798 West Broadway, Vancouver, B.C. V6K 2G4

32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, B.C. V6K 2G4	BB303201
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15. The Toronto-Dominion Bank

15.1 237 610 6th Street, New Westminster, B.C. V6G 2Z2

10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, B.C. V6G 2Z2	BA286794
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, B.C. V3L 3C2	BW90771
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, B.C. V3L 5V1	BX465144
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, B.C. V3L 5V1	BA55852

15.2 500 Edmonton City Centre East, Edmonton AB T5J 5E8

8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA1548708
8	108	The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	CA4549817

18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA2583155
25	214	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	BB1323630
30	305	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	BB765051
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA697583
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA3647755
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA2153520
48	409	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA2506923

15.3 511 West 41st Avenue, Vancouver, B.C. V5Z 2M7

37	312	The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, B.C. V5Z 2M7	BA76721
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16. Vancouver City Savings Credit Union, in trust

16.1 1680 Robson Street, Vancouver, B.C. V6G 1C7

19	208	Vancouver City Savings Credit Union, in trust (see BL51963)	1680 Robson Street Vancouver, B.C. V6G 1C7	BB70865
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A. Other Charge Holders

Strata Lot	Unit #	Charge Holder	Charge Holder address	Reference No.
10	110	Caveat in favour of the Public Guardian and Trustee	700-808 West Hastings Street Vancouver, B.C. V6C 3L3	BB4083502
41	402	Caveat in favour of the Public Guardian and Trustee	700-808 West Hastings Street Vancouver, B.C. V6C 3L3	BB4083503
16	205	Strata Property Act lien	Touchstone Property Management Ltd. 107-4585 Canada Way Burnaby, BC V5G 4L6	CA4208227
46	407	Land Tax Deferment Act Agreement	Ministry of Finance PO Box 9745 Stn Prov Govt Victoria, B.C. V8V 9W6	BB1342748

Appendix "C" to Petition

List of Respondents who are tenants:

Strata Lot	Unit No.	Tenants
3	103	Nicola Lake
8	108	Ashley Callister
14	203	Kathryn DeMarco
17	206	Lynn Elizabeth Balkwill
20	209	Katie Stargardter
21	210	Tina Hurd
24	213	J. Craig McNutt
31	306	Rakesh Saraf and Ankita Taplu
37	312	Hiromi Matsumoto and Alvaro Rodriguez
38 & 39	313	Pascal Roland Chappuis and Isabelle Chappuis
40	401	Shaun Pollard
42	403	Eliecer Hernandez
43	404	Jeffrey David Berkshire and William Paul Brewis
45	406	Trevn Reed Sharp
47	408	Nathan Hannam and Laine Walden
51	412	Dave Florkevich
53	414	Yvonne Lee Sorenson

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA Mar-12-2018 13:07:51.007
FORM 17 FEE SIMPLE
LAND TITLE AND SURVEY AUTHORITY

CA6673494

PAGE 1 OF 36 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Edward Leroy Wilson 5US9QW	Digitally signed by Edward Leroy Wilson 5US9QW Date: 2018.03.12 08:55:45 -07'00'
----------------------------------	---

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Edward L. Wilson, Barrister & Solicitor
Lawson Lundell LLP, Barristers & Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
Document Fees: \$71.58

Tel: 604.685.3456
Document No.: 14607509
File No.: 32888-135783

Deduct LTSA Fees? Yes

2a. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]
NO PID NMBR LOT 1 DISTRICT LOT 185 PLAN EPP80767

STC? YES

Related Plan Number: **EPP80767**

This is Exhibit "C" referred to in the affidavit of Jillian Sych made before me at Vancouver this 6 day of August, 2024

A Commissioner for taking Affidavits within British Columbia

2b. MARKET VALUE: \$ 52,000,000.00

3. NATURE OF INTEREST: Fee Simple

CANCELLATION OF STRATA PLAN

ADDITIONAL INFORMATION;

Attached in support of the Cancellation of Strata Plan are the following:

- Certified Court Order;
- Certified Resolutions (s. 277); and
- Interest Schedule

4. PERSON ENTITLED TO BE REGISTERED AS OWNER: (including occupation(s), postal address(es) and postal code(s))

DEREK LAI, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN VAS365
C/O 1100 - 177 WEST HASTINGS STREET
VANCOUVER BRITISH COLUMBIA
V6E 4T5 CANADA

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

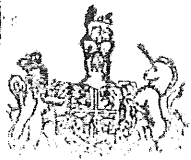
DEC 11 2017

SUPREME COURT
OF BRITISH COLUMBIA



SEAL

VANCOUVER
REGISTRY



NO. S-179756
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 VR365

BETWEEN:

THE OWNERS, STRATA PLAN VR365,
TRACEY LIN WELSFORD, SUZANNE NICOLE RIDDELL,
EUAN GREGOR RIDDELL, OMID BAHMANIPOUR,
ALFRED JOON YUE GEE, JING WAH GEE, SUI MEE GEE,
ALWIN VILLANUEVA LACSON,
MINELLA FRANCISCO LACSON and
LYNN ELIZABETH GRAHAM

PETITIONERS

AND:

HENRY SO and each the parties set out in
Appendices "A", "B" and "C" to this Petition

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE
MR. JUSTICE TAMMEN

MONDAY, THE 11TH DAY OF
DECEMBER, 2017.

ON THE PETITION, coming on for hearing at Vancouver, B.C., on Monday, the 11th day of December, 2017, and on hearing Peter J. Roberts, counsel for the Petitioners, Garnet Andrews as agent for Judith M. Andrade (owner of Unit 9), Randy LeClerc (owner of Unit 306) and Lynn Graham (owner of Unit 307) and Henry So (owner of Unit 414), and upon reading Affidavit #1 of T. Welsford, sworn October 18, 2017, Affidavit #1 of B. Tattrie, sworn

October 17, 2017, Affidavit #1 of F. Lane, made October 20, 2017, Affidavit #2 of F. Lane, made December 7, 2017, Affidavit #3 of F. Lane, made December 7, 2017, and Affidavit #4 of F. Lane made December 11, 2017, 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 VR365, held on August 21, 2017, at which it was resolved to:
 - (a) approve the voluntary winding-up of strata corporation, The Owners, Strata Plan VR365, and its dissolution;
 - (b) approve the appointment of a liquidator of the Strata Corporation with the particular liquidator to be determined by the Strata Council (the “Liquidator”) to wind-up the strata corporation, The Owners, Strata Plan VR365;
 - (c) cancel Strata Plan VR365;
 - (d) dissolve the strata corporation, The Owners, Strata Plan VR365;
 - (e) confirm the Interest Schedule to be applied pursuant to section 278 of the *Strata Property Act* (the “Interest Schedule”);
 - (f) approve the estimate of costs of winding-up of the strata corporation, The Owners, Strata Plan VR365; and
 - (g) surrender to the Liquidator each owner’s interest in:
 - (i) the land shown on Strata Plan VR365, including the common property (the “Garden Court Lands”); and
 - (ii) the personal property held by or on behalf of the strata corporation, The Owners, Strata Plan VR365 (the “Strata Personal Property”)

be and is hereby confirmed.

2. Upon the filing of a certified copy of this order in the Land Title Office pursuant to paragraph 4 of this Order, Derek Lai, CPA, CMA, CIRP, of Crowe MacKay & Company Ltd., of 1100 - 1177 West Hastings St., Vancouver B.C., V6E 4T5, be and is hereby appointed as the Liquidator of the strata corporation, The Owners, Strata Plan VR365.

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 Petitioners and the Respondents set out on Appendix "A" to the Petition (collectively, the "Strata Owners") in:

- (a) the Garden Court Lands; and
- (b) the Strata Personal Property.

shall be and are hereby surrendered to and vest in the Liquidator, subject to the mortgages, assignments of rent and liens registered on title to Strata Lots 1 to 53 of the Garden Court Lands and as set out in Appendix "B" to the Petition.

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

6. The authority and powers of the Liquidator include:

- (a) to be paid reasonable remuneration out of the proceeds of any sale of the Garden Court 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 VR365, the cancellation of Strata Plan VR365 and the marketing and sale of the

Garden Court 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 Vancouver area;
- (d) to deal with creditors of the strata corporation, The Owners, Strata Plan VR365, 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 VR365 and the cancelation of Strata Plan VR365;
- (f) to market and negotiate the sale of the Garden Court Lands and the Strata Personal Property;
- (g) to sell the Garden Court Lands, subject either to the requirements of section 282 of the *Strata Property Act* or further order of the court;
- (h) to distribute the proceeds from the sale of the Garden Court 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 sale of the Garden Court Lands to 1133689 B.C. Ltd. (the "Purchaser"), as assignee of the purchaser's right title and interest in the Purchase and Sale Agreement between Big Tree Construction Ltd., as purchaser, and The Owners, Strata Plan VR365, as vendor, dated for reference April 30, 2017 (the "Purchase & Sale Agreement") be and is hereby approved.

8. The Interest Schedule attached to this Order as Schedule "A" be and is hereby approved and that Interest Schedule shall be the interest schedule for the purposes of sections 278 and 280 of the *Strata Property Act* and shall be used to determine each individual Strata Owners' share of the proceeds of distribution on the winding-up of Strata Plan VR365, including the proceeds of sale of the Garden Court Lands and the Strata Personal Property.

9. Pursuant to section 100(4)(a) of the *Land Title Act*, R.S.B.C. 1996, c.250, it is ordered that the consents of the owners in fee simple of each of the strata units comprising the Garden Court Lands and each holder of a registered charge on title to any of the strata units comprising the Garden Court 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 Garden Court Lands.

10. The Petitioners are entitled to recover their 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 the sale of the Garden Court Lands, including any deposits, and the Strata Personal Property.

11. If necessary, all or a part of the proceeds from the sale of the Garden Court Lands and the Strata Personal Property may 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.

12. Upon closing in accordance with the terms of the Purchase & Sale Agreement, it is ordered that the sale proceeds, including deposits and after adjustments, shall be paid by or on behalf of the Purchaser to Lawson Lundell LLP in trust and may be paid out or dealt with by Lawson Lundell LLP in the following manner in accordance with the terms of this Order and at the direction of the Liquidator:

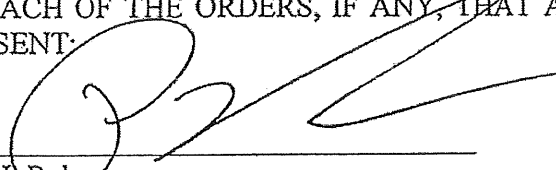
- (a) Firstly, in payment of all matters of adjustment with respect to the sale of the Garden Court Lands, including without limitation outstanding water and sewer rates, and interest and penalties thereon owing in connection with the Garden Court Lands (the "Adjustments") and, in the event any strata unit owner(s) is responsible for all or a part of the Adjustments paid pursuant to this subparagraph, then the amount of the Adjustments attributable to that strata unit owner(s) and paid from the sale proceeds (the "Individual Adjustment") shall be deducted from that portion of the sale proceeds otherwise to be paid to that strata unit owner(s);
- (b) Secondly, in payment of any legal fees, including disbursements and taxes, real estate commission, appraiser's fees and other similar expenses incurred by the Petitioners in relation to this proceeding and the sale of the Garden Court Lands;
- (c) Thirdly, the remainder of the sale proceeds shall be divided rateably among the strata unit owners of the Garden Court Lands in accordance with their entitlement under the Interest Schedule and, in advance of any payment to the strata unit owners;
 - (i) any Individual Adjustments paid on behalf of the particular strata unit owner(s) shall be deducted from the individual entitlement of the particular strata unit owner(s);

- (ii) in the case of any strata unit owner(s) with mortgages and/or other financial charges or encumbrances registered on title to their interest in the Garden Court Lands, payment of the outstanding balance on such obligations shall be made to each of the mortgagees and/or creditors (as the case may be) from the individual entitlement of the particular strata unit owner(s); and
- (iii) the remainder of the sale proceeds attributed to a particular strata unit owner(s) shall be paid to that owner(s) or as directed in writing by that strata unit owner(s).

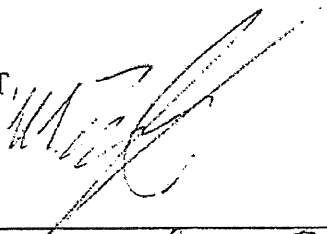
13. The parties to this proceeding are at liberty to apply to Court for such further and other directions and orders as may be necessary to carry out the full purpose and intent of these Orders, including the approval of any sale of the land shown on Stata Plan VR365.

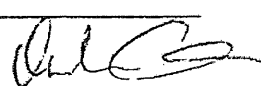
14. Endorsement as to the form of this Order by any party other than counsel be and is hereby dispensed with.

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:



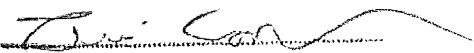
 Peter J. Roberts
 COUNSEL FOR THE PETITIONERS

BY THE COURT


 REGISTRAR 

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

This 12 day of Dec 2017



 Authorized Signing Officer
 Olive Cooper



Schedule "A" to Order made December 11, 2017 - Interest Schedule

SCHEDULE A

INTEREST SCHEDULE – PART 1

The Strata Corporation does not hold any land, and no third party holds land for the Strata Corporation, that is not shown on Strata Plan VR365.

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
1	101	003-897-257	Darlene Marie Jordison	5735 Tau Street La Mesa, California 91942 USA	2.1359%	\$1,110,668.00
2	102	003-897-265	Xiaoqi Wu	102 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
3	103	003-897-273	Caroline Victoria Jane Knox	103 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
4	104	003-897-281	John Horden Harvey and Mae Harvey as Joint Tenants	104 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1359%	\$1,110,668.00
5	105	003-897-290	Richard Nee	105 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
6	106	003-897-303	Andreas Helmut Sander	106 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
7	107	003-897-311	Euan Gregor Riddell and Suzanne Nicole Riddell as Joint Tenants	107 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
8	108	003-897-320	Jennifer Mary Boose and Paul Thomas King as Joint Tenants	108 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
9	109	003-550-800	Judith Margaret Andrade	2050 Carmel Valley Road Del Mar, California 92014 USA	2.0922%	\$1,087,944.00
10	110	003-897-338	Joyce Catherine Pountney and Raymond William Pountney as Joint Tenants	#1 402-1830 Alberni Street Vancouver, BC V6G 2Z2 #2 110-1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
11	111	002-618-401	Michael Lewis Jones and Linda Jean Jones as Joint Tenants	111 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
12	201	003-897-346	Martta Hynna	201 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1165%	\$1,100,580.00
13	202	003-897-354	Omid Bahmanipour	202 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
14	203	003-897-362	Melissa Green Ramsden and Charlotte Ramsden as Joint Tenants	#1 800 West Avenue, Apt 844 Miami, Florida 33139 USA #2 203-1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
15	204	003-897-371	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	2.0435%	\$1,062,620.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
16	205	003-897-389	Christopher Kuta-Dankwa	89 Gladys Dimson House Magpie Close, London E7 9DF England	1.5570%	\$809,640.00
17	206	003-897-397	Theo Lan Chun Leung	c/o 10291 Mortfield Road Richmond, BC V7A 4H7	1.5570%	\$809,640.00
18	207	003-897-401	Dairn Kwok	207 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
19	208	003-897-419	Bernard Batitang	208 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
20	209	003-897-427	James Thomas Shaw and Nicole Elizabeth Shaw as Joint Tenants	209 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
21	210	003-897-435	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	1.8975%	\$986,700.00
22	211	003-897-443	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased (see BN62160)	895 Keith Road West Vancouver, BC V7T 1M4	2.0677%	\$1,075,204.00
23	212	003-897-451	Ferdinand Knobloch	4137 West 12th Avenue Vancouver, BC V6R 2P5	2.0677%	\$1,075,204.00
24	213	003-897-460	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.6056%	\$834,912.00
25	214	003-897-478	Mark Tyler Thane	214 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
26	301	003-897-486	Richard John Thomas and Takako Thomas as Joint Tenants	301 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1408%	\$1,113,216.00
27	302	003-897-494	Iona Jean Dunnett	302 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
28	303	003-897-508	James Rothoehler	303 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
29	304	003-897-516	Margaret Daisy Breen and Margaret Ann Breen as Joint Tenants	304 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
30	305	003-897-524	Maya Sinclair	305 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
31	306	003-897-532	Randal Ross LeClerc and Anne Elizabeth LeClerc as Joint Tenants	306 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
32	307	003-897-541	Lynn Elizabeth Graham	307 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
33	308	003-897-559	Robert Hughes Witcher	308 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
34	309	003-897-567	Alwin Villanueva Lacson and Minella Francisco Lacson as Joint Tenants	309 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
35	310	003-897-575	Florita Sebastian Tumaneng	310 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9219%	\$999,388.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
36	311	003-897-583	Jan Ake Christer Andersson	311 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1895%	\$1,138,540.00
37	312	003-897-591	Jing Wah Gee and Alfred Joon Yue Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	2.1895%	\$1,138,540.00
38	313	003-897-613	Yuelin Cai	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
39		003-897-621	(combined with strata lot 38)	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
40	401	003-897-630	Martin Maurice Armand Frodo Breton and Marion Lynn Perpick-Breton as Joint Tenants	15 Bay View Drive SW Calgary, AB T2V 3N7	2.1895%	\$1,138,540.00
41	402	003-897-656	Joyce Catherine Pountney	402 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.8489%	\$961,428.00
42	403	003-897-672	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.8246%	\$948,792.00
43	404	003-897-699	Jiun-Ni Yao	404 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0922%	\$1,087,944.00
44	405	003-897-729	Tong Wu	405 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
45	406	003-897-761	Jing Wah Gee and Sui Mee Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	1.6056%	\$834,912.00
46	407	003-897-788	Jonathan David Cartwright	407 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
47	408	002-697-505	Catheryn Roberta Schultz and Dale Gordon Pleven as Joint Tenants	408 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
48	409	003-897-800	Brian Alexander Filbert and Doreen Bernadette Filbert as Joint Tenants	409 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9705%	\$1,024,660.00
49	410	003-897-834	Egil Ruud Jamt	410 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9948%	\$1,037,296.00
50	411	003-897-851	Tracey Lin Welsford	411 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
51	412	003-897-885	Ahmad Kavousian	412 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
52	413	003-897-915	Michael John Flemington	421 Pacific Street Vancouver, BC V6Z 2P5	1.7029%	\$885,508.00
53	414	003-897-940	Henry So and Sophie So-Fun So as Joint Tenants	10291 Mortfield Road Richmond, BC V7A 4H7	1.7029%	\$885,508.00
					100.00%	\$52,000,000.00

*Strata Lot noted in Column A, District Lot 185 Strata Plan VR365

INTEREST SCHEDULE – PART 2

CHARGEHOLDERS

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
1	101	HSBC Bank Canada	1010 Denman Street Vancouver, BC V6G 2M5	6.65%	\$100,000.00
2	102	Nil			
3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	2.90%	\$293,977.50
4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, BC V6G 1E2	Prime + 6%	\$320,000.00
5	105	Nil			
6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$350,000.00
7	107	Nil			
8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$240,000.00
		The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	Prime + 5%	\$240,000.00
9	109	Nil			
10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, BC V6G 2Z2	5.10%	\$124,000.00
11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	4.29%	\$218,400.00
12	201	Nil			
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$330,000.00
14	203	Nil			
15	204	Nil			
16	205	Nil			
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	2.99%	\$100,000.00
18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$232,000.00
19	208	Vancouver City Savings Credit Union, in trust (see BL51963)	1680 Robson Street Vancouver, BC V6G 1C7	Not Provided	Not Provided
20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	Prime - 0.65%	\$274,000.00
21	210	Nil			
22	211	Nil			
23	212	Nil			
24	213	Nil			
25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, BC V3W 5A3	Prime	\$72,900.00
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$54,387.00

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	Not Provided	\$180,000.00
27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	Prime + 5%	Not Provided
28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	Prime + 5%	\$115,000.00
29	304	Nil			
30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	TBD	6.50%	\$101,290.50
31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	5.45%	\$223,850.00
32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, BC V6K 2G4	Not Provided	Not Provided
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime - 0.5%	\$295,488.00
34	309	Nil			
35	310	Nil			
36	311	Nil			
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 3C2	2.90%	\$90,000.00
		The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, BC V5Z 2M7	Prime + 5%	\$74,000.00
38	313	Computershare Trust Company of Canada	c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	2.89%	\$350,400.00
39					
40	401	Nil			
41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	Not Provided	\$151,495.00
42	403	Nil			
43	404	First National Financial GP Corporation	700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	3.89%	\$337,306.20
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$272,000.00
45	406	Nil			
46	407	Nil			
47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, BC V6E 1C2	Not Provided	Not Provided
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	Variable Rate	\$221,882.50
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$27,715.00
49	410	Nil			

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
50	411	Bank of Montreal	6088 No. 3 Road Richmond, BC V6Y 2B3	PLOC + 0.5%	\$220,000.00
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime -0.75%	\$220,000.00
		Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, BC V7M 2J5	Prime + 6%	\$100,000.00
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	7.80%	\$63,300.00
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime + 0.7%	\$175,000.00
AGGREGATE					\$6,679,291.70**

**Aggregate amount exclusive of mortgages of individual strata lots which do not disclose a principal balance.

CREDITORS

Name of Creditor	Postal Address	Interest
Vancouver Fire & Radius Security	22131 Fraserwood Way Richmond, BC V6W 1J4	Alarm Monitoring
Vancouver Static Industries Ltd.	5575 Patterson Avenue, Unit #1 Burnaby, BC V5H 2M6	Electrician
City Elevator Ltd.	3657 Wayburne Drive Burnaby, BC V5G 3L1	Elevator
Viscount Systems Inc.	4585 Tillicum Street Burnaby, BC V5J 5K9	Enter phone
Fairlane Fire Prevention Ltd.	4877 Hastings Street Burnaby, BC V5C 2L1	Fire Equipment
Valley All Door Distributing Ltd.	106-19425 Langley Bypass Surrey, BC V3S 6K1	Garage Door
Beck Glass	5371 Regent Street Burnaby, BC V5C 4H4	Glass Repair
Reid Bros Plumbing & Heating	1636 W 75th Avenue Vancouver, BC V6P 6G2	Hvac
Hub Coastal	400-4350 Still Creek Drive Burnaby, BC V5C 0G5	Insurance
Ocean Province Appraisal Co. Ltd.	1000 Roosevelt Crescent #235 North Vancouver, BC V7P 3R4	Insurance Appraisal
Clean Tech	105 - 12371 Horseshoe Way Richmond BC, V7A 4X6	Janitorial
Tip Top Landscapers	13229 81 Avenue Surrey, BC V3W 3C5	Landscaping
Handy Appliances Ltd.	100 - 1398 E 49th Avenue Vancouver, BC V5W 2J5	Laundry Repair
Action Integrated Security Solutions	8866 Hudson Street Vancouver, BC V6P 4N2	Locksmith
Canadian Pest Control	84 N Bend Street Coquitlam, BC V3K 6H1	Pest control
Cobing Building Solutions	12-20110 Stewart Crescent Maple Ridge, BC V2X 0T4	Plumbing & Heating
Trotter & Morton Building Technologies	5151 Canada Way Burnaby, BC V5E 3N1	Roof Repair
Alliance	101 - 4833 Byrne Road Burnaby, BC V5J 3H6	Snow Removal
Emterra Group	6362 148 Street Surrey, BC V3S 3C4	Waste
Alliance Window and Powering Washing	2376 W 43rd Avenue Vancouver, BC V6M 2E5	Window Cleaning
Michael A Smith	Surrey, BC	Vent Cleaning

**CERTIFIED COPY OF
STRATA CORPORATION RESOLUTIONS**

The undersigned, being members of the Strata Council of The Owners, Strata Plan No. VR.365 (the "Strata Corporation") do HEREBY CERTIFY the following to be a true copy of a resolution duly passed by the Strata Corporation the 21st day of August, 2017, which resolution has not been rescinded, altered or amended and is in full force and effect as of the date hereof.

**GARDEN COURT - SPECIAL GENERAL MEETING
THE OWNERS, STRATA PLAN VR365 (the "STRATA CORPORATION")**

WHEREAS:

- A. The Strata Corporation is considering the possibility of selling the entire lands and buildings that constitutes the Strata Corporation (the "Property");
- B. The strata council of the Strata Corporation (the "Council") has negotiated a purchase and sale agreement (the "Agreement"), a copy of which has been circulated to the owners, for the sale and disposition of the Property to Big Tree Construction Ltd. (the "Purchaser");
- C. The Council has recommended that the owners approve the terms of the Agreement and approve the wind-up of the Strata Corporation;

NOW THEREFORE BE IT RESOLVED:

Resolution 1. By an 80% vote Resolution considered by the Owners at a Special General Meeting that:

1. Pursuant to section 276 of the *Strata Property Act*, the Owners approve the voluntary winding-up of the Strata Corporation and the dissolution of the Strata Corporation.
2. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the appointment of a liquidator of the Strata Corporation with the particular liquidator to be determined by the Council (the "Liquidator").
3. Pursuant to section 277 of the *Strata Property Act*, the Owners approve:
 - (a) the cancellation of Strata Plan VR365;
 - (b) the dissolution of the Strata Corporation;
 - (c) the surrender to the Liquidator of each owner's interest in;
 - (i) the land shown on Strata Plan VR365;

- (ii) the land held in the name of or on behalf of the Strata Corporation, but not shown on Strata Plan VR365; and
 - (iii) the personal property held by or on behalf of the Strata Corporation.
4. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the estimated costs of the winding-up as follows:
- (a) legal fees (including conveyancing fees) approximately \$4,000 per strata lot;
 - (b) real estate agent's commission (1.50% of purchase price plus GST); and
 - (c) court fees payable to the Province (\$3,000).

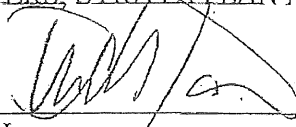
The Owners acknowledge that this is an estimate only and the costs may vary from such sum and that any variation shall not require any further meeting of the Owners.

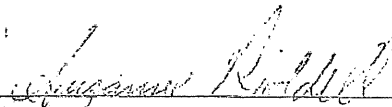
5. Pursuant to section 277 of the *Strata Property Act*, the Owners approve the interest schedule (the "**Interest Schedule**") provided for in Section 278(3) of the *Strata Property Act* a copy of which is attached as Schedule A hereto.
6. Pursuant to section 278 of the *Strata Property Act*, the Owners approve the disbursement of the net sale proceeds pursuant to the percentages set out in Part 1, Column F of the Interest Schedule.
7. Pursuant to section 278.1 of the *Strata Property Act*, the Strata Corporation and the Liquidator be and are hereby given the authority to apply to the Supreme Court of B.C. for an order approving and confirming:
- (a) the voluntary winding-up of the Strata Corporation, with the cancellation of Strata Plan VR365 and the dissolution of the Strata Corporation;
 - (b) the appointment of the Liquidator;
 - (c) the sale and disposition of the Property by the Liquidator to the Purchaser pursuant to the terms of the Agreement;
 - (d) the disbursement of the net sale proceeds pursuant to the percentages set out in Part 1, Column F of the Interest Schedule; and
 - (e) such other terms as the Council and the Strata Corporation's lawyers feel are necessary or appropriate in the circumstances.

- 8. Pursuant to section 282(1) of the *Strata Property Act*, the Owners approve the sale and disposition of the Property by the Liquidator to the Purchaser pursuant to the terms of the Agreement.

Dated the 12 day of March, 2018.

~~MEMBERS OF THE STRATA COUNCIL, THE OWNERS, STRATA PLAN NO. VR 365~~


Name: _____
Member of Strata Council


Name: _____
Member of Strata Council

SCHEDULE A

INTEREST SCHEDULE – PART 1

The Strata Corporation does not hold any land, and no third party holds land for the Strata Corporation, that is not shown on Strata Plan VR365.

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
1	101	003-897-257	Darlene Marie Jordison	5735 Tau Street La Mesa, California 91942 USA	2.1359%	\$1,110,668.00
2	102	003-897-265	Xiaoqi Wu and Yuehua Wang as Joint Tenants	102 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
3	103	003-897-273	Caroline Victoria Jane Knox	103 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
4	104	003-897-281	John Horden Harvey and Mae Harvey as Joint Tenants	104 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1359%	\$1,110,668.00
5	105	003-897-290	Richard Nee	105 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
6	106	003-897-303	Andreas Helmut Sander	106 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
7	107	003-897-311	Euan Gregor Riddell and Suzanne Nicole Riddell as Joint Tenants	107 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
8	108	003-897-320	Jennifer Mary Boose and Paul Thomas King as Joint Tenants	108 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
9	109	003-550-800	Judith Margaret Andrade	2050 Carmel Valley Road Del Mar, California 92014 USA	2.0922%	\$1,087,944.00
10	110	003-897-338	Joyce Catherine Pountney and Raymond William Pountney as Joint Tenants	#1 402-1830 Alberni Street Vancouver, BC V6G 2Z2 #2 110-1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
11	111	002-618-401	Michael Lewis Jones and Linda Jean Jones as Joint Tenants	111 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
12	201	003-897-346	Martta Hynna	201 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1165%	\$1,100,580.00
13	202	003-897-354	Omid Bahmanipour	202 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
14	203	003-897-362	Melissa Green Ramsden and Charlotte Ramsden as Joint Tenants	#1 800 West Avenue, Apt 844 Miami, Florida 33139 USA #2 203-1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
15	204	003-897-371	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	2.0435%	\$1,062,620.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
16	205	003-897-389	Christopher Kuta-Dankwa	89 Gladys Dimson House Magpie Close, London E7 9DF England	1.5570%	\$809,640.00
17	206	003-897-397	Theo Lan Chun Leung	c/o 10291 Mortfield Road Richmond, BC V7A 4H7	1.5570%	\$809,640.00
18	207	003-897-401	Dairn Kwok	207 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
19	208	003-897-419	Bernard Batitang	208 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
20	209	003-897-427	James Thomas Shaw and Nicole Elizabeth Shaw as Joint Tenants	209 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
21	210	003-897-435	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	1.8975%	\$986,700.00
22	211	003-897-443	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased (see BN62160)	895 Keith Road West Vancouver, BC V7T 1M4	2.0677%	\$1,075,204.00
23	212	003-897-451	Ferdinand Knobloch	4137 West 12th Avenue Vancouver, BC V6R 2P5	2.0677%	\$1,075,204.00
24	213	003-897-460	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.6056%	\$834,912.00
25	214	003-897-478	Mark Tyler Thane	214 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
26	301	003-897-486	Richard John Thomas and Takako Thomas as Joint Tenants	301 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1408%	\$1,113,216.00
27	302	003-897-494	Iona Jean Dunnett	302 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
28	303	003-897-508	James Rothoehler	303 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
29	304	003-897-516	Margaret Daisy Breen and Margaret Ann Breen as Joint Tenants	304 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
30	305	003-897-524	Maya Sinclair	305 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
31	306	003-897-532	Randal Ross LeClerc and Anne Elizabeth LeClerc as Joint Tenants	306 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
32	307	003-897-541	Lynn Elizabeth Graham	307 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
33	308	003-897-559	Robert Hughes Witcher	308 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
34	309	003-897-567	Alwin Villanueva Lacson and Minella Francisco Lacson as Joint Tenants	309 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
35	310	003-897-575	Florita Sebastian Tumaneng	310 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9219%	\$999,388.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Unit Entitlement	Share of Gross Sale Proceeds
36	311	003-897-583	Jan Ake Christer Andersson	311 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1895%	\$1,138,540.00
37	312	003-897-591	Jing Wah Gee and Alfred Joon Yue Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	2.1895%	\$1,138,540.00
38	313	003-897-613	Yuelin Cai	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
39		003-897-621	(combined with strata lot 38)	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
40	401	003-897-630	Martin Maurice Armand Frodo Breton and Marion Lynn Perpick-Breton as Joint Tenants	15 Bay View Drive SW Calgary, AB T2V 3N7	2.1895%	\$1,138,540.00
41	402	003-897-656	Joyce Catherine Pountney	402 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.8489%	\$961,428.00
42	403	003-897-672	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.8246%	\$948,792.00
43	404	003-897-699	Jiun-Ni Yao Robertson and Daniel Galen Robertson as Joint Tenants	404 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0922%	\$1,087,944.00
44	405	003-897-729	Tong Wu	405 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
45	406	003-897-761	Jing Wah Gee and Sui Mee Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	1.6056%	\$834,912.00
46	407	003-897-788	Jonathan David Cartwright	407 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
47	408	002-697-505	Catheryn Roberta Schultz and Dale Gordon Plevan as Joint Tenants	408 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
48	409	003-897-800	Brian Alexander Filbert and Doreen Bernadette Filbert as Joint Tenants	409 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9705%	\$1,024,660.00
49	410	003-897-834	Egil Ruud Jamt	410 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9948%	\$1,037,296.00
50	411	003-897-851	Tracey Lin Welsford	411 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
51	412	003-897-885	Ahmad Kavousian	412 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
52	413	003-897-915	Michael John Flemington	421 Pacific Street Vancouver, BC V6Z 2P5	1.7029%	\$885,508.00
53	414	003-897-940	Henry So and Sophie So-Fun So as Joint Tenants	10291 Mortfield Road Richmond, BC V7A 4H7	1.7029%	\$885,508.00
					100.00%	\$52,000,000.00

*Strata Lot noted in Column A, District Lot 185 Strata Plan VR365

INTEREST SCHEDULE – PART 2

CHARGEHOLDERS

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
1	101	HSBC Bank Canada	1010 Denman Street Vancouver, BC V6G 2M5	6.65%	\$100,000.00
2	102	Nil			
3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	2.90%	\$293,977.50
4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, BC V6G 1E2	Prime + 6%	\$320,000.00
5	105	Nil			
6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$350,000.00
7	107	Nil			
8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$240,000.00
		The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	Prime + 5%	\$240,000.00
9	109	Nil			
10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, BC V6G 2Z2	5.10%	\$124,000.00
11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	4.29%	\$218,400.00
12	201	Nil			
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$330,000.00
14	203	Nil			
15	204	Nil			
16	205	Nil			
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	2.99%	\$100,000.00
18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$232,000.00
19	208	Vancouver City Savings Credit Union, in trust (see BL51963)	1680 Robson Street Vancouver, BC V6G 1C7	Not Provided	Not Provided
20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	Prime - 0.65%	\$274,000.00
21	210	Nil			
22	211	Nil			
23	212	Nil			
24	213	Nil			
25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, BC V3W 5A3	Prime	\$72,900.00
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$54,387.00

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	Not Provided	\$180,000.00
27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	Prime + 5%	Not Provided
28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	Prime + 5%	\$115,000.00
29	304	Nil			
30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	TBD	6.50%	\$101,290.50
31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	5.45%	\$223,850.00
32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, BC V6K 2G4	Not Provided	Not Provided
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime - 0.5%	\$295,488.00
34	309	Nil			
35	310	Nil			
36	311	Nil			
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 3C2	2.90%	\$90,000.00
		The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, BC V5Z 2M7	Prime + 5%	\$74,000.00
38	313	Computershare Trust Company of Canada	c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	2.89%	\$350,400.00
39					
40	401	Nil			
41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	Not Provided	\$151,495.00
42	403	Nil			
43	404	First National Financial GP Corporation	700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	3.89%	\$337,306.20
43	404	The Bank of Nova Scotia	3020-1166 Steveston Hwy Richmond, BC V7A 5J3	Prime + 10%	Not Provided
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$272,000.00
45	406	Nil			
46	407	Nil			
47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, BC V6E 1C2	Not Provided	Not Provided
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	Variable Rate	\$221,882.50
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$27,715.00
49	410	Nil			

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest	Estimated Value based on Stated Principal Amount of Registered Mortgage
50	411	Bank of Montreal	6088 No. 3 Road Richmond, BC V6Y 2B3	PLOC + 0.5%	\$220,000.00
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime -0.75%	\$220,000.00
		Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, BC V7M 2J5	Prime + 6%	\$100,000.00
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	7.80%	\$63,300.00
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime + 0.7%	\$175,000.00
AGGREGATE					\$6,679,291.70**

**Aggregate amount exclusive of mortgages of individual strata lots which do not disclose a principal balance.

CREDITORS

Name of Creditor	Postal Address	Interest
Vancouver Fire & Radius Security	22131 Fraserwood Way Richmond, BC V6W 1J4	Alarm Monitoring
Vancouver Static Industries Ltd.	5575 Patterson Avenue, Unit #1 Burnaby, BC V5H 2M6	Electrician
City Elevator Ltd.	3657 Wayburne Drive Burnaby, BC V5G 3L1	Elevator
Viscount Systems Inc.	4585 Tillicum Street Burnaby, BC V5J 5K9	Enter phone
Fairlane Fire Prevention Ltd.	4877 Hastings Street Burnaby, BC V5C 2L1	Fire Equipment
Valley All Door Distributing Ltd.	106-19425 Langley Bypass Surrey, BC V3S 6K1	Garage Door
Beck Glass	5371 Regent Street Burnaby, BC V5C 4H4	Glass Repair
Reid Bros Plumbing & Heating	1636 W 75th Avenue Vancouver, BC V6P 6G2	Hvac
Hub Coastal	400-4350 Still Creek Drive Burnaby, BC V5C 0G5	Insurance
Ocean Province Appraisal Co. Ltd.	1000 Roosevelt Crescent #235 North Vancouver, BC V7P 3R4	Insurance Appraisal
Clean Tech	105 - 12371 Horseshoe Way Richmond BC, V7A 4X6	Janitorial
Tip Top Landscapers	13229 81 Avenue Surrey, BC V3W 3C5	Landscaping
Handy Appliances Ltd.	100 - 1398 E 49th Avenue Vancouver, BC V5W 2J5	Laundry Repair
Action Integrated Security Solutions	8866 Hudson Street Vancouver, BC V6P 4N2	Locksmith
Canadian Pest Control	84 N Bend Street Coquitlam, BC V3K 6H1	Pest control
Cobing Building Solutions	12-20110 Stewart Crescent Maple Ridge, BC V2X 0T4	Plumbing & Heating
Trotter & Morton Building Technologies	5151 Canada Way Burnaby, BC V5E 3N1	Roof Repair
Alliance	101 - 4833 Byrne Road Burnaby, BC V5J 3H6	Snow Removal
Emterra Group	6362 148 Street Surrey, BC V3S 3C4	Waste
Alliance Window and Powering Washing	2376 W 43rd Avenue Vancouver, BC V6M 2E5	Window Cleaning
Michael A Smith	Surrey, BC	Vent Cleaning

NOTE TO CERTIFIED COPY OF RESOLUTIONS:

The resolution was approved by the Owners, with 43 of the 53 Owners voting in favour of Resolution 1. The Owners applied to the Supreme Court of British Columbia in Matter No. No. S-179786, 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 VR.365 for an order that the resolution be treated for all purposes as a unanimous resolution of The Owners, Strata Plan VR.365 to:

- (a) approve the appointment of a liquidator, with the particular liquidator to be determined by the Council (the "Liquidator") to wind up the strata corporation, The Owners, Strata Plan VR.365;
- (b) cancel Strata Plan VR.365;
- (c) dissolve the strata corporation, The Owners, Strata Plan VR.365;
- (d) confirm the interest schedule to be applied pursuant to sections 278 and 280 of the *Strata Property Act*;
- (e) approve the estimate of costs of winding up of the strata corporation, The Owners, Strata Plan VR.365; and
- (f) surrender to the Liquidator each owner's interest in:
 - (i) the land shown on Strata Plan VR.365, including the common property (the "Garden Court Lands"); and
 - (ii) the personal property held by or on behalf of the strata corporation, The Owners, Strata Plan VR.365 (the "Strata Personal Property").

INTEREST SCHEDULE
For
THE OWNERS, STRATA PLAN VR.365
(s.278 Strata Property Act)
(s.17.22(4) of Strata Property Act Regulation)

Strata Corporation Lands

The Owners, Strata Plan VR.365 (the “Garden Court Strata”) do not hold any land in the name of the Garden Court Strata or have any land held on behalf of the Garden Court Strata that is not shown on Strata Plan VR.365.

Owner Names and Addresses

The names and addresses of each of the owners of Strata Lots 1 to 53 of District Lot 185, Strata Plan VR.365, including the common property, being the Garden Court Strata, are as set out below.

Schedule of Interest

The following table is the schedule used in determining the owner’s share of proceeds and distribution of the winding-up of the Garden Court Strata as provided in the Court order winding up the Garden Court Strata.

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Interest Upon Destruction	Share of Gross Sale Proceeds
1	101	003-897-257	Darlene Marie Jordison	5735 Tau Street La Mesa, California 91942 USA	2.1359%	\$1,110,668.00
2	102	003-897-265	Xiaoqi Wu and Yuehua Wang as Joint Tenants	102 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
3	103	003-897-273	Caroline Victoria Jane Knox	103 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
4	104	003-897-281	John Horden Harvey and Mae Harvey as Joint Tenants	104 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1359%	\$1,110,668.00
5	105	003-897-290	Richard Nee	105 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
6	106	003-897-303	Andreas Helmut Sander	106 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5570%	\$809,640.00
7	107	003-897-311	Euan Gregor Riddell and Suzanne Nicole Riddell as Joint Tenants	107 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00
8	108	003-897-320	Jennifer Mary Boose and Paul Thomas King as Joint Tenants	108 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0192%	\$1,049,984.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Interest Upon Destruction	Share of Gross Sale Proceeds
9	109	003-550-800	Judith Margaret Andrade	2050 Carmel Valley Road Del Mar, California 92014 USA	2.0922%	\$1,087,944.00
10	110	003-897-338	Joyce Catherine Pountney and Raymond William Pountney as Joint Tenants	#1 402-1830 Alberni Street Vancouver, BC V6G 2Z2 #2 110-1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
11	111	002-618-401	Michael Lewis Jones and Linda Jean Jones as Joint Tenants	111 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
12	201	003-897-346	Martta Hynna	201 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1165%	\$1,100,580.00
13	202	003-897-354	Omid Bahmanipour	202 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
14	203	003-897-362	Melissa Green Ramsden and Charlotte Ramsden as Joint Tenants	#1 800 West Avenue, Apt 844 Miami, Florida 33139 USA #2 203-1830 Alberni Street Vancouver, BC V6G 2Z2	1.7516%	\$910,832.00
15	204	003-897-371	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	2.0435%	\$1,062,620.00
16	205	003-897-389	Christopher Kuta-Dankwa	89 Gladys Dimson House Magpie Close, London E7 9DF England	1.5570%	\$809,640.00
17	206	003-897-397	Theo Lan Chun Leung	c/o 10291 Mortfield Road Richmond, BC V7A 4H7	1.5570%	\$809,640.00
18	207	003-897-401	Dairn Kwok	207 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
19	208	003-897-419	Bernard Batitang	208 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
20	209	003-897-427	James Thomas Shaw and Nicole Elizabeth Shaw as Joint Tenants	209 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
21	210	003-897-435	Benny Yu and Amy Yu as Joint Tenants	591 Alderson Avenue Coquitlam, BC V3K 1T4	1.8975%	\$986,700.00
22	211	003-897-443	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased (see BN62160)	895 Keith Road West Vancouver, BC V7T 1M4	2.0677%	\$1,075,204.00
23	212	003-897-451	Ferdinand Knobloch	4137 West 12th Avenue Vancouver, BC V6R 2P5	2.0677%	\$1,075,204.00
24	213	003-897-460	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.6056%	\$834,912.00
25	214	003-897-478	Mark Tyler Thane	214 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
26	301	003-897-486	Richard John Thomas and Takako Thomas as Joint Tenants	301 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1408%	\$1,113,216.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Interest Upon Destruction	Share of Gross Sale Proceeds
27	302	003-897-494	Iona Jean Dunnett	302 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
28	303	003-897-508	James Rothoehler	303 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.7759%	\$923,468.00
29	304	003-897-516	Margaret Daisy Breen and Margaret Ann Breen as Joint Tenants	304 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0677%	\$1,075,204.00
30	305	003-897-524	Maya Sinclair	305 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
31	306	003-897-532	Randal Ross LeClerc and Anne Elizabeth LeClerc as Joint Tenants	306 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.5813%	\$822,276.00
32	307	003-897-541	Lynn Elizabeth Graham	307 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
33	308	003-897-559	Robert Hughes Witcher	308 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
34	309	003-897-567	Alwin Villanueva Lacson and Minella Francisco Lacson as Joint Tenants	309 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
35	310	003-897-575	Florita Sebastian Tumaneng	310 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9219%	\$999,388.00
36	311	003-897-583	Jan Ake Christer Andersson	311 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.1895%	\$1,138,540.00
37	312	003-897-591	Jing Wah Gee and Alfred Joon Yue Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	2.1895%	\$1,138,540.00
38	313	003-897-613	Yuelin Cai	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
39		003-897-621	(combined with strata lot 38)	1055 Langara Court Coquitlam, BC V3C 6B4	1.6299%	\$847,548.00
40	401	003-897-630	Martin Maurice Armand Frodo Breton and Marion Lynn Perpick-Breton as Joint Tenants	15 Bay View Drive SW Calgary, AB T2V 3N7	2.1895%	\$1,138,540.00
41	402	003-897-656	Joyce Catherine Pountney	402 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.8489%	\$961,428.00
42	403	003-897-672	Gaye Ballantyne and Kim Alexander Read	#1 2992 West 27th Avenue Vancouver, BC V6L 1W3 #2 2047 West 46th Avenue Vancouver, BC V6M 2K8	1.8246%	\$948,792.00
43	404	003-897-699	Jiun-Ni Yao Robertson and Daniel Galen Robertson as Joint Tenants	404 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.0922%	\$1,087,944.00
44	405	003-897-729	Tong Wu	405 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.6056%	\$834,912.00
45	406	003-897-761	Jing Wah Gee and Sui Mee Gee as Joint Tenants	2322 Harrison Drive Vancouver, BC V5P 2P8	1.6056%	\$834,912.00
46	407	003-897-788	Jonathan David Cartwright	407 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00

A	B	C	D	E	F	G
Strata Lot No.	Unit No.	Parcel Identifier Legal Description*	Registered Owner	Address	Percentage (%) of Interest Upon Destruction	Share of Gross Sale Proceeds
47	408	002-697-505	Catheryn Roberta Schultz and Dale Gordon Pleven as Joint Tenants	408 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9462%	\$1,012,024.00
48	409	003-897-800	Brian Alexander Filbert and Doreen Bernadette Filbert as Joint Tenants	409 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9705%	\$1,024,660.00
49	410	003-897-834	Egil Ruud Jamt	410 - 1830 Alberni Street Vancouver, BC V6G 2Z2	1.9948%	\$1,037,296.00
50	411	003-897-851	Tracey Lin Welsford	411 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
51	412	003-897-885	Ahmad Kavousian	412 - 1830 Alberni Street Vancouver, BC V6G 2Z2	2.2381%	\$1,163,812.00
52	413	003-897-915	Michael John Flemington	421 Pacific Street Vancouver, BC V6Z 2P5	1.7029%	\$885,508.00
53	414	003-897-940	Henry So and Sophie So-Fun So as Joint Tenants	10291 Mortfield Road Richmond, BC V7A 4H7	1.7029%	\$885,508.00
					100.00%	\$52,000,000.00

*Strata Lot noted in Column A, District Lot 185 Strata Plan VR365

Registered Charge Holders and Estimated Value

The names and postal addresses and estimated value of the interest of each holder of a registered charge against strata lots in the Garden Court Strata are as follows:

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest Rate	Estimated Value based on Stated Principal Amount of Registered Mortgage
1	101	HSBC Bank Canada	1010 Denman Street Vancouver, BC V6G 2M5	6.65%	\$100,000.00
2	102	Nil			
3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	2.90%	\$293,977.50
4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, BC V6G 1E2	Prime + 6%	\$320,000.00
5	105	Nil			
6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$350,000.00
7	107	Nil			
8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$240,000.00
		The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	Prime + 5%	\$240,000.00
9	109	Nil			
10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, BC V6G 2Z2	5.10%	\$124,000.00
11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	4.29%	\$218,400.00
12	201	Nil			
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	RBC Prime + 7%	\$330,000.00
14	203	Nil			
15	204	Nil			
16	205	Nil			
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	2.99%	\$100,000.00
18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$232,000.00
19	208	Vancouver City Savings Credit Union, in trust (see BL51963)	1680 Robson Street Vancouver, BC V6G 1C7	Not Provided	Not Provided
20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	Prime - 0.65%	\$274,000.00
21	210	Nil			
22	211	Nil			
23	212	Nil			
24	213	Nil			
25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, BC V3W 5A3	Prime	\$72,900.00

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest Rate	Estimated Value based on Stated Principal Amount of Registered Mortgage
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$54,387.00
26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	Not Provided	\$180,000.00
27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	Prime + 5%	Not Provided
28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	Prime + 5%	\$115,000.00
29	304	Nil			
30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	TBD	6.50%	\$101,290.50
31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	5.45%	\$223,850.00
32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, BC V6K 2G4	Not Provided	Not Provided
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime - 0.5%	\$295,488.00
34	309	Nil			
35	310	Nil			
36	311	Nil			
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 3C2	2.90%	\$90,000.00
		The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, BC V5Z 2M7	Prime + 5%	\$74,000.00
38			c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6		
39	313	Computershare Trust Company of Canada		2.89%	\$350,400.00
40	401	Nil			
41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	Not Provided	\$151,495.00
42	403	Nil			
43	404	First National Financial GP Corporation	700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	3.89%	\$337,306.20
43	404	The Bank of Nova Scotia	3020-1166 Steveston Hwy Richmond, BC V7A 5J3	Prime + 10%	Not Provided
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$272,000.00
45	406	Nil			
46	407	Nil			
47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, BC V6E 1C2	Not Provided	Not Provided
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	Variable Rate	\$221,882.50

Strata Lot No.	Unit No.	Registered Charge Holder	Postal Address	Interest Rate	Estimated Value based on Stated Principal Amount of Registered Mortgage
		The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	Prime + 10%	\$27,715.00
49	410	Nil			
50	411	Bank of Montreal	6088 No. 3 Road Richmond, BC V6Y 2B3	PLOC + 0.5%	\$220,000.00
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime -0.75%	\$220,000.00
		Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, BC V7M 2J5	Prime + 6%	\$100,000.00
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, BC V3L 5V1	7.80%	\$63,300.00
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, BC V6C 3A6	Prime + 0.7%	\$175,000.00
AGGREGATE					\$6,679,291.70**

**Aggregate amount exclusive of mortgages of individual strata lots which do not disclose a principal balance.

Creditors

The names and postal addresses of each Creditor in the Garden Court Strata are as follows:

Name of Creditor	Postal Address	Interest
Vancouver Fire & Radius Security	22131 Fraserwood Way Richmond, BC V6W 1J4	Alarm Monitoring
Vancouver Static Industries Ltd.	5575 Patterson Avenue, Unit #1 Burnaby, BC V5H 2M6	Electrician
City Elevator Ltd.	3657 Wayburne Drive Burnaby, BC V5G 3L1	Elevator
Viscount Systems Inc.	4585 Tillicum Street Burnaby, BC V5J 5K9	Enter phone
Fairlane Fire Prevention Ltd.	4877 Hastings Street Burnaby, BC V5C 2L1	Fire Equipment
Valley All Door Distributing Ltd.	106-19425 Langley Bypass Surrey, BC V3S 6K1	Garage Door
Beck Glass	5371 Regent Street Burnaby, BC V5C 4H4	Glass Repair
Reid Bros Plumbing & Heating	1636 W 75th Avenue Vancouver, BC V6P 6G2	Hvac
Hub Coastal	400-4350 Still Creek Drive Burnaby, BC V5C 0G5	Insurance
Ocean Province Appraisal Co. Ltd.	1000 Roosevelt Crescent #235 North Vancouver, BC V7P 3R4	Insurance Appraisal
Clean Tech	105 – 12371 Horseshoe Way Richmond BC, V7A 4X6	Janitorial
Tip Top Landscapers	13229 81 Avenue Surrey, BC V3W 3C5	Landscaping
Handy Appliances Ltd.	100 - 1398 E 49th Avenue Vancouver, BC V5W 2J5	Laundry Repair
Action Integrated Security Solutions	8866 Hudson Street Vancouver, BC V6P 4N2	Locksmith
Canadian Pest Control	84 N Bend Street Coquitlam, BC V3K 6H1	Pest control
Cobing Building Solutions	12-20110 Stewart Crescent Maple Ridge, BC V2X 0T4	Plumbing & Heating
Trotter & Morton Building Technologies	5151 Canada Way Burnaby, BC V5E 3N1	Roof Repair
Alliance	101 - 4833 Byrne Road Burnaby, BC V5J 3H6	Snow Removal
Emterra Group	6362 148 Street Surrey, BC V3S 3C4	Waste
Alliance Window and Powering Washing	2376 W 43rd Avenue Vancouver, BC V6M 2E5	Window Cleaning
Michael A Smith	Surrey, BC	Vent Cleaning

Schedule of Interest on Destruction

The following table is the Form 2 Schedule of Interest upon Destruction that was originally filed as part of Strata Plan NW422 and is the scheduled referred to in section 278(3) of the *Strata Property Act* as determining the owner's share of the proceeds of distribution on the winding-up of the Garden Court Strata as provided in the Court Order winding up the Garden Court Strata.

Strata Lot No.	Sheet No.	Form 1 Unit Entitlement	Form 2 Interest Upon Destruction
1	5 and 7	21428	21359
2	5 and 7	17797	17759
3	5 and 7	17895	17759
4	5 and 7	21428	21359
5	5 and 7	15376	15570
6	5 and 7	15376	15570
7	5 and 7	20251	20192
8	5 and 7	20316	20192
9	5 and 7	20316	20922
10	5 and 7	20251	20677
11	5 and 7	18124	17759
12	5 and 8	21428	21165
13	5 and 8	17797	17516
14	5 and 8	17895	17516
15	5 and 8	21428	20435
16	5 and 8	15376	15570
17	5 and 8	15376	15570
18	5 and 8	20251	19462
19	5 and 8	20316	19462
20	5 and 8	21985	19462
21	5 and 8	20643	18975
22	5 and 8	20316	20677
23	5 and 8	20251	20677
24	5 and 8	15376	16056
25	5 and 8	15376	16056
26	5 and 9	21428	21408
27	5 and 9	17797	17759
28	5 and 9	17895	17759
29	5 and 9	21428	20677
30	5 and 9	15376	15813
31	5 and 9	15376	15813
32	5 and 9	20251	19462
33	5 and 9	20316	19462
34	5 and 9	21985	19462
35	5 and 9	20643	19219
36	5 and 9	20316	21895
37	5 and 9	20251	21895
38	5 and 9	15376	16299
39	5 and 9	15376	16299
40	5 and 10	21428	21895
41	5 and 10	17797	18489
42	5 and 10	17895	18246
43	5 and 10	21428	20922
44	5 and 10	15376	16056
45	5 and 10	15376	16056
46	5 and 10	20251	19462
47	5 and 10	20316	19462

Strata Lot No.	Sheet No.	Form 1 Unit Entitlement	Form 2 Interest Upon Destruction
48	5 and 10	21985	19705
49	5 and 10	20643	19948
50	5 and 10	20316	22381
51	5 and 10	20251	22381
52	5 and 10	15376	17029
53	5 and 10	15376	17029
AGGREGATE		1000000	1000000

LAND TITLE ACT
FORM DECLARATION

Related Document Number: CA6673494

PAGE 1 OF 8 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Edward Leroy Wilson 5US9QW	Digitally signed by Edward Leroy Wilson 5US9QW Date: 2018.03.29 12:11:44 -07'00'
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I, Edward L. Wilson, hereby declare that, the Cancellation of Strata Plan submitted for registration in the Land Title Office on March 12, 2018 under application number CA6673494 is amended as follows:

1. the legal description of the Land in Section 2a. shall be deleted and replaced with:

Lot 1 District Lot 185 Group 1 NWD Plan EPP80767

2. the Certified Court Order attached in support of the Cancellation of Strata Plan is amended to include the following attached documents:

- (a) Appendix "A" to Petition as referred to on Page 1 of the Court Order;
- (b) Appendix "B" to Petition as referred to on Page 1 of the Court Order; and
- (c) Appendix "C" to Petition as referred to on Page 1 of the Court Order.

3. Page 35 of the Cancellation of Strata Plan is amended by deleting the paragraph prior to the table and replacing it with the following:

"The following table is the Form 2 Schedule of Interest upon Destruction that was originally filed as part of Strata Plan VR365 and is the schedule referred to in section 278(3) of the Strata Property Act as determining the owner's share of proceeds of distribution on the winding-up of the Garden Court Strata as provided in the Court Order winding up the Garden Court Strata. The fractional interest of each fee simple owner shall be the interest upon destruction set out in the last column of the following table."

I make this declaration and know it to be true based on personal information / reasonable belief.

Edward L. Wilson

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.
14948948

Fee Collected for Document: \$0.00

Appendix "A" to Petition

List of Respondents who are strata unit owners:

Strata Lot	Unit No.	Registered Owner/s
1	101	Darlene Marie Jordison
2	102	Xiaoqi Wu and Yuehua Wang
3	103	Caroline Victoria Jane Knox
4	104	John Horden Harvey and Mae Harvey
5	105	Richard Nee
6	106	Andreas Helmut Sander
8	108	Jennifer Mary Boose and Paul Thomas King
9	109	Judith Margaret Andrade
10	110	Joyce Catherine Pountney and Raymond William Pountney
11	111	Michael Lewis Jones and Linda Jean Jones
12	201	Martta Hynna
14	203	Melissa Green Ramsden and Charlotte Ramsden
15	204	Benny Yu and Amy Yu
16	205	Christopher Kuta-Dankwa
17	206	Theo Lan Chun Leung
18	207	Dairn Kwok
19	208	Bernard Batitang
20	209	James Thomas Shaw and Nicole Elizabeth Shaw
21	210	Benny Yu and Amy Yu
22	211	Franka Petkovic, Executrix of the Will of Milorad Antony Petkovic, Deceased
23	212	Ferdinand Knobloch
24	213	Gaye Ballantyne and Kim Alexander Read
25	214	Mark Tyler Thane
26	301	Richard John Thomas and Takako Thomas
27	302	Iona Jean Dunnett
28	303	James Rothoehler
29	304	Margaret Daisy Breen and Margaret Ann Breen
30	305	Maya Sinclair
31	306	Randal Ross LeClerc and Anne Elizabeth LeClerc
33	308	Robert Hughes Witcher
35	310	Florita Sebastian Tumaneng
36	311	Jan Ake Christer Andersson
38 & 39	313	Yuelin Cai
40	401	Martin Maurice Armand Frodo Breton and Marion Lynn Perpick-Breton

Strata Lot	Unit No.	Registered Owner/s
41	402	Joyce Catherine Pountney
42	403	Gaye Ballantyne and Kim Alexander Read
43	404	Jiun-Ni Yao Robertson and Daniel Galen Robertson
44	405	Tong Wu
45	406	Jing Wah Gee and Sui Mee Gee
46	407	Jonathan David Cartwright
47	408	Catheryn Roberta Schultz and Dale Gordon Plevin
48	409	Brian Alexander Filbert and Doreen Bernadette Filbert
49	410	Egil Ruud Jamt
51	412	Ahmad Kavousian
52	413	Michael John Flemington
53	414	Henry So and Sophie So-Fun So

Appendix "B" to Petition

Respondent Charge Holders:

A. Financial Charge Holders

1. Bank of Montreal

1.1 6088 No. 3 Road, Richmond, B.C. V6Y 2B3

Strata Lot	Unit #	Charge Holder	Charge Holder Address	Reference No.
50	411	Bank of Montreal	6088 No. 3 Road Richmond, B.C. V6Y 2B3	BB4013559

1.2 865 Harrington Court, Burlington, ON L7N 3P3

31	306	Bank of Montreal	865 Harrington Court Burlington, ON L7N 3P3	BA559066
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2. BlueShore Financial Ltd.

2.1 1100 Lonsdale Avenue, North Vancouver, B.C. V7M 2H3

27	302	BlueShore Financial Ltd. (formerly North Shore Credit Union)	1100 Lonsdale Avenue North Vancouver, B.C. V7M 2H3	CA2978459
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3. Canadian Imperial Bank of Commerce

3.1 1720 Robson Street, Vancouver, B.C. V6G 1E2

4	104	Canadian Imperial Bank of Commerce	1720 Robson Street Vancouver, B.C. V6G 1E2	CA3361507
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3.2 1601 Lonsdale Avenue, North Vancouver, B.C. V7M 2J5

51	412	Canadian Imperial Bank of Commerce	1601 Lonsdale Avenue North Vancouver, B.C. V7M 2J5	BB458075
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4. CIBC Mortgages Inc.

4.1 5th Floor, 400 Burrard Street, Vancouver, B.C. V6C 3A6

11	111	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	CA1074043
17	206	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	CA2515057
51	412	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	BB660825
53	414	CIBC Mortgages Inc.	5th Floor, 400 Burrard Street Vancouver, B.C. V6C 3A6	CA2057494

5. Computershare Trust Company of Canada

5.1 c/o Paradigm Quest Inc., 500 - 390 Bay Street, Toronto, ON M5H 2Y2

28	303	Computershare Trust Company of Canada	c/o Paradigm Quest Inc. 500 - 390 Bay Street Toronto, ON M5H 2Y2	CA1677304
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5.2 c/o Street Capital Financial Corporation, 700 North Tower, 100 University Avenue, Toronto, ON M5J 1V6

38	313	Computershare Trust Company of Canada	c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	CA2338074
39		Computershare Trust Company of Canada	c/o Street Capital Financial Corporation 700 North Tower, 100 University Avenue Toronto, ON M5J 1V6	CA2338074

6. Confederation Trust Company

6.1 1500-1090 West Georgia Street, Vancouver, B.C. V6E 3A3

30	305	Confederation Trust Company (by its Liquidator Price Waterhouse)	1500-1090 West Georgia Street, Vancouver, B.C. V6E 3A3	BH23059
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7. Home Equity Mortgage Corporation

7.1 600-45 St. Clair Avenue West, Toronto, ON M4V 1K9

41	402	Home Equity Mortgage Corporation	600-45 St. Clair Avenue West Toronto, ON M4V 1K9	CA1983968
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8. HSBC Bank Canada

8.1 1010 Denman Street, Vancouver, B.C. V6G 2M5

1	101	HSBC Bank Canada	1010 Denman Street Vancouver, B.C. V6G 2M5	BT167708
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9. National Bank of Canada

9.1 500 Place D'Ames, 22nd Floor, Montreal, QC H2Y 2W3

26	301	National Bank of Canada	500 Place D'Ames, 22nd Floor Montreal, QC H2Y 2W3	CA5300788
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10. Royal Bank of Canada

10.1 10 York Mills Road, 3rd Floor, Toronto, ON M2P 0A2

20	209	Royal Bank of Canada	10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2	CA4334661
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10.2 180 Wellington Street W, Toronto, ON M5J 1J1

6	106	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	BB1054413
13	202	Royal Bank of Canada	180 Wellington Street W Toronto, ON M5J 1J1	BB1752559

11. Scotia Mortgage Corporation

11.1 865 Britannia Rd W, Mississauga, ON L5V 2X8

3	103	Scotia Mortgage Corporation	865 Britannia Rd W Mississauga, ON L5V 2X8	CA1135003
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12. TD Canada Trust

12.1 200-7134 King George Hwy, Surrey, B.C. V3W 5A3

25	214	TD Canada Trust (formerly Canada Trustco Mortgage Company - Inc. No. 24065A)	200-7134 King George Hwy Surrey, B.C. V3W 5A3	BN293365
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13. The Bank of Nova Scotia

13.1 3020 - 1166 Steveston Hwy., Richmond, B.C. V7A 5J3

43	404	The Bank of Nova Scotia	3020 - 1166 Steveston Hwy. Richmond, B.C. V7A 5J3	CA6226963
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13.2 1205 Robson Street, Vancouver, B.C. V6E 1C2

47	408	The Bank of Nova Scotia	1205 Robson Street Vancouver, B.C. V6E 1C2	BB1673090
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14. The Bank of Nova Scotia

14.1 2798 West Broadway, Vancouver, B.C. V6K 2G4

32	307	The Bank of Nova Scotia	2798 West Broadway Vancouver, B.C. V6K 2G4	BB303201
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15. The Toronto-Dominion Bank

15.1 237 610 6th Street, New Westminster, B.C. V6G 2Z2

10	110	The Toronto-Dominion Bank	237 610 6th Street New Westminster, B.C. V6G 2Z2	BA286794
37	312	The Toronto-Dominion Bank	237-610 6th Street New Westminster, B.C. V3L 3C2	BW90771
48	409	The Toronto-Dominion Bank	237-610 6th Street New Westminster, B.C. V3L 5V1	BX465144
52	413	The Toronto-Dominion Bank	237-610 6th Street New Westminster, B.C. V3L 5V1	BA55852

15.2 500 Edmonton City Centre East, Edmonton AB T5J 5E8

8	108	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA1548708
8	108	The Toronto-Dominion Bank	4720 Tahoe Blvd. Mississauga, ON L4W 5P2	CA4549817

18	207	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA2583155
25	214	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	BB1323630
30	305	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	BB765051
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA697583
33	308	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA3647755
44	405	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA2153520
48	409	The Toronto-Dominion Bank	500 Edmonton City Centre East Edmonton AB T5J 5E8	CA2506923

15.3 511 West 41st Avenue, Vancouver, B.C. V5Z 2M7

37	312	The Toronto-Dominion Bank	511 West 41st Avenue Vancouver, B.C. V5Z 2M7	BA76721
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16. Vancouver City Savings Credit Union, in trust

16.1 1680 Robson Street, Vancouver, B.C. V6G 1C7

19	208	Vancouver City Savings Credit Union, in trust (see BL51963)	1680 Robson Street Vancouver, B.C. V6G 1C7	BB70865
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A. Other Charge Holders

Strata Lot	Unit #	Charge Holder	Charge Holder address	Reference No.
10	110	Caveat in favour of the Public Guardian and Trustee	700-808 West Hastings Street Vancouver, B.C. V6C 3L3	BB4083502
41	402	Caveat in favour of the Public Guardian and Trustee	700-808 West Hastings Street Vancouver, B.C. V6C 3L3	BB4083503
16	205	Strata Property Act lien	Touchstone Property Management Ltd. 107-4585 Canada Way Burnaby, BC V5G 4L6	CA4208227
46	407	Land Tax Deferment Act Agreement	Ministry of Finance PO Box 9745 Stn Prov Govt Victoria, B.C. V8V 9W6	BB1342748

Appendix "C" to Petition

List of Respondents who are tenants:

Strata Lot	Unit No.	Tenants
3	103	Nicola Lake
8	108	Ashley Callister
14	203	Kathryn DeMarco
17	206	Lynn Elizabeth Balkwill
20	209	Katie Stargardter
21	210	Tina Hurd
24	213	J. Craig McNutt
31	306	Rakesh Saraf and Ankita Taplu
37	312	Hiromi Matsumoto and Alvaro Rodriguez
38 & 39	313	Pascal Roland Chappuis and Isabelle Chappuis
40	401	Shaun Pollard
42	403	Eliecer Hernandez
43	404	Jeffrey David Berkshire and William Paul Brewis
45	406	Trevn Reed Sharp
47	408	Nathan Hannam and Laine Walden
51	412	Dave Florkevich
53	414	Yvonne Lee Sorenson

TITLE SEARCH PRINT

File Reference: 32888-135783
Declared Value \$305000

2017-06-06, 10:22:44
Requestor: Gail Odorico

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA4780887
From Title Number BJ234243

Application Received 2015-10-30

Application Entered 2015-11-09

Registered Owner in Fee Simple
Registered Owner/Mailing Address: XIAOQI WU, BUSINESSMAN
#102-1830 ALBERNI STREET
VANCOUVER, BC
V6G 1B4

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 003-897-265
Legal Description:
STRATA LOT 2 DISTRICT LOT 185 STRATA PLAN VR. 365
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Legal Notations NONE

Charges, Liens and Interests NONE

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "D" referred to in the
affidavit of Jillian Sych
made before me at Vancouver
this 6 day of August, 2024
[Signature]
A Commissioner for taking Affidavits
within British Columbia

TITLE SEARCH PRINT

File Reference: 32888-135783
Declared Value \$392000

2017-11-27, 12:56:20
Requestor: Gail Odorico

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA6226962
From Title Number CA1099498

Application Received 2017-08-16

Application Entered 2017-08-18

Registered Owner in Fee Simple
Registered Owner/Mailing Address: JIUN-NI YAO ROBERTSON, MANAGER, CLIENT SERVICES
DANIEL GALEN ROBERTSON, HOMEMAKER
#519 - 9651 GLENDOWER DRIVE
RICHMOND, BC
V7A 2Y6
AS JOINT TENANTS

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 003-897-699
Legal Description:
STRATA LOT 43 DISTRICT LOT 185 STRATA PLAN VR. 365
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.

Legal Notations NONE

Charges, Liens and Interests

Nature: MORTGAGE
Registration Number: CA6226963
Registration Date and Time: 2017-08-16 13:51
Registered Owner: THE BANK OF NOVA SCOTIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA6226964
Registration Date and Time: 2017-08-16 13:51
Registered Owner: THE BANK OF NOVA SCOTIA

This is Exhibit "E" referred to in the affidavit of Jillian Sych made before me at Vancouver this 6 day of August, 2024
[Signature]
A Commissioner for taking Affidavits within British Columbia

TITLE SEARCH PRINT

File Reference: 32888-135783

Declared Value \$392000

2017-11-27, 12:56:20

Requestor: Gail Odorico

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

LAND TITLE ACT
FORM A (Section 185(1))
FREEHOLD TRANSFER Province of British Columbia

Mar-12-2018 13:07:51.008

CA6673495
PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Teio Jeffrey
Senda HBS3A4
Digitally signed by Teio Jeffrey Senda HBS3A4
Date: 2018.03.09 15:30:54 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Farris, Vaughan, Wills & Murphy LLP
Barristers and Solicitors
25th Floor, 700 W Georgia St.
Vancouver BC V7Y 1B3
Document Fees: \$71.58

Telephone: (604) 684-9151
File Number: 41608-0001-0000

Deduct LTSA Fees? Yes

2a. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

NO PID NMBR Lot 1 District Lot 185 Group 1 NWD Plan EPP80767

This is Exhibit " F " referred to in the affidavit of Jillson Such made before me at Vancouver this 6 day of August, 2018

STC? YES

Related Plan Number: EPP80767

A Commissioner for taking Affidavits within British Columbia

2b. MARKET VALUE: \$ 52,000,000.00

3. CONSIDERATION: \$ 52,000,000.00

4. TRANSFEROR(S):

DEREK LAI, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN VR.365

5. FREEHOLD ESTATE TRANSFERRED: Fee Simple

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))

1154949 B.C. LTD.

4419 West 5th Avenue
Vancouver BC V6R 1S4

Incorporation No
BC1154949

7. EXECUTION(S): The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s)

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

EDWARD L. WILSON
Barrister & Solicitor
1600 - 925 W. Georgia St.
Vancouver, BC V6C 3L2
(604) 685-3456

Y	M	D
18	03	08

DEREK LAI, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN VR.365

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

TITLE SEARCH PRINT

2024-08-01, 13:31:16

File Reference: 039565-160191

Requestor: Jillian Sych

Declared Value \$52000000

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

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA6673495
From Title Number CA6673494

Application Received 2018-03-12

Application Entered 2018-04-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: 1154949 B.C. LTD., INC.NO. BC1154949
4419 WEST 5TH AVENUE
VANCOUVER, BC
V6R 1S4

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 030-400-830
Legal Description:
LOT 1 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP80767

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA6673496
FILED 2018-03-12

Charges, Liens and Interests
Nature: MORTGAGE
Registration Number: CA7633748
Registration Date and Time: 2019-07-19 14:21
Registered Owner: PEOPLES TRUST COMPANY
INCORPORATION NO. A-33943

Nature: ASSIGNMENT OF RENTS
Registration Number: CA7633749
Registration Date and Time: 2019-07-19 14:21
Registered Owner: PEOPLES TRUST COMPANY
INCORPORATION NO. A-33943

This is Exhibit " G " referred to in the
affidavit of Jillian Sych
made before me at Vancouver
this 6 day of August, 2024
[Signature]
A Commissioner for taking Affidavits
within British Columbia

TITLE SEARCH PRINT

File Reference: 039565-160191

Declared Value \$52000000

2024-08-01, 13:31:10⁸⁵

Requestor: Jillian Sych

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit "A" referred to
affidavit of Jillian Syed 86
made before me at Vancouver
this 6th day of August, 2024
.....
A Commissioner for taking Affidavits
within British Columbia

PURCHASE AND SALE AGREEMENT

DATE: January 7, 2022

BETWEEN: CITIMARK-WESTERN WEMBLEY PROJECT LTD. (the "Purchaser")

AND: THE OWNERS, STRATA PLAN NWS243 (the "Vendor")

1. BASIC TERMS

(a) **Address of Purchaser:** CITIMARK-WESTERN WEMBLEY PROJECT LTD.
Unit 1373 - 13351 Commerce Parkway
Richmond, BC V6V 2X7

Attention: Nelson Chan and Thomas Leung

E-mail: nelson@citimark.ca and
thomascpleung@gmail.com

With a copy to:

Lawson Lundell LLP
Suite 1600
925 West Georgia Street
Vancouver BC V6C 3L2

Attention: Edward L. Wilson

Fax: (604) 694-2955

E-mail: ewilson@lawsonlundell.com

(the "Purchaser's Solicitors")

(b) **Address of Vendor:** THE OWNERS, STRATA PLAN NWS243
c/o Clark Wilson LLP
900 - 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Allyson L. Baker

Fax: (604) 687-6314

E-Mail: abaker@cwilson.com

(the "Vendor's Solicitors")

- (c) **Vendor's Agent:** MacDonald Commercial Real Estate Services Ltd.
 1827 West 5th Avenue
 Vancouver, BC V6J 1P5
 Attention: Don O'Brien, Chris Midmore, Matt Nugent
 and Edward Chiu
- (d) **Lands:**
Municipal Address: 7491 No. 1 Road and 3900 Moresby Drive, Richmond,
 B.C.
Legal Description: See Section I of Schedule A [Lands and Permitted
 Encumbrances]
- (e) **Purchase Price:** Fifty-Two Million Dollars (\$52,000,000.00) being the
 total price for the Property (as defined in Section 2 of this
 Agreement)
- (f) **Deposits:**
First Deposit: One Hundred Thousand Dollars (\$100,000.00)
Second Deposit: Nine Hundred Thousand Dollars (\$900,000.00)
 (the First Deposit and the Second Deposit are together
 referred to as the "Deposit")
- (g) **Completion Date:** Ninety (90) days after the date on which the Vendor's
 Third Condition (as defined in section 1(b) of Schedule B
 [Conditions Precedent]) is declared satisfied by the
 Liquidator
- (h) **Vendor's Second Condition Date:** The date that is sixty (60) days after the Purchaser's
 Condition is satisfied or waived, subject to extension in
 accordance with section 1 of Schedule B [Conditions
 Precedent]
- (i) **Vendor's Third Condition Date:** The date that is twenty-eight (28) days after the Vendor's
 Second Condition is satisfied
- (j) **Purchaser's Condition Date:** The date that is sixty (60) days after execution and
 delivery of this Agreement by the Vendor and the
 Purchaser, subject to extension in accordance with
 section 2 of Schedule B [Conditions Precedent]

Any reference in this Agreement to a basic term will be construed to include the provision set forth above as well as any additional terms and conditions of this Agreement where the basic term is more fully set forth.

2. PURCHASE AND SALE

- (a) The parties acknowledge and agree that:
- (i) this Agreement is being entered into by the Vendor pursuant to an intended voluntary winding up of the Vendor with a liquidator pursuant to Division 2 of Part 16 of the *Strata Property Act* (British Columbia) (the "**Strata Property Act**") (the "**Liquidation Process**") and the provisions of this Agreement will be interpreted so as to give effect to the sale and purchase of the Property pursuant to the said winding up;
 - (ii) to the date of this Agreement, the Vendor has achieved the following in respect of the Liquidation Process:
 - A. approval of a resolution (the "**80% Resolution**"), by 80% vote, pursuant to section 277 of the *Strata Property Act*, approving, inter alia, the appointment of the Liquidator to wind up the Strata Corporation, the cancellation of the Strata Plan, the dissolution of the Strata Corporation, the surrender to the Liquidator of each Owner's interest in the Property and any personal property held by the Strata Corporation on behalf of each Owner and an interest schedule which complies with the requirement set out in section 278 of the *Strata Property Act*; and
 - B. confirmation of the 80% Resolution pursuant to section 278.1 of the *Strata Property Act* by way of the order of Mr. Justice Mayer, dated February 14, 2020, (the "**Winding-Up Confirmation Order**") which confirmation included the appointment of McEown + Associates as the liquidator appointed by the Vendor to cancel the Strata Plan and wind up the Strata Corporation in accordance with Division 2 of Part 16 of the *Strata Property Act* (the "**Liquidator**").
- (b) In this Agreement:
- (i) "**Buildings**" means all buildings, structures and improvements on the Lands;
 - (ii) "**Permitted Encumbrances**" means the charges and encumbrances listed in Part II of Schedule A [Lands and Permitted Encumbrances] attached hereto; and
 - (iii) "**Property**" means, collectively, the Lands and the Buildings.
- (c) The Vendor agrees to cause:
- (i) all of the Owners' (as defined in Section 12) right, title and interest in and to the Property to be transferred to and vested in the Liquidator; and
 - (ii) the Liquidator to sell and transfer the Property to the Purchaser,

and the Purchaser agrees to purchase the Property from the Liquidator, in all cases free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, charges, caveats and encumbrances whatsoever save and except for the

Permitted Encumbrances, for the Purchase Price and upon the terms and conditions in this Agreement.

- (d) The Purchaser and the Vendor confirm and agree that the Purchase Price and the Property include any washers, dryers, refrigerators, ovens, stoves and built-in dishwashers within any of the units within any of the Strata Lots (as defined in Schedule A [Lands and Permitted Encumbrances]) as of the date hereof.
- (e) The Vendor and the Purchaser agree that, except as contemplated by Schedule D [Terms of 100% Approval], 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 Owners regarding the Purchaser's purchase of the Property (including any Strata Lots therein) such that any 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 participate in pursuant to the terms of this Agreement.

3. PURCHASE PRICE

The Purchaser will pay the Purchase Price as follows:

- (a) as to the First Deposit, which amount has previously been paid by the Purchaser to the Purchaser's Solicitors and which shall continue to be held by the Purchaser's Solicitors in trust in an interest-bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Agreement;
- (b) as to the Second Deposit, by payment thereof by the Purchaser to the Purchaser's Solicitors within one (1) business day (as defined in Section 27) after the satisfaction or waiver of the Purchaser's Condition (as defined in Schedule B [Conditions Precedent]), to be deposited and held by the Purchaser's Solicitors in trust in an interest bearing account as a stakeholder on behalf of the parties, pending completion of the sale and purchase of the Property or other termination of this Agreement; and
- (c) as to the balance of the Purchase Price, subject to adjustment as provided in Section 10, by payment of such amount by the Purchaser to the Vendor on the Completion Date in accordance with the provisions of this Agreement.

The Deposit, together with all interest accrued thereon, will be credited to the Purchase Price and, aside from the Legal Expenses Release (as defined in Section 2 of Schedule B [Conditions Precedent]), will be paid to the Liquidator if the sale and purchase of the Property contemplated herein is completed in accordance with the terms hereof.

The Deposit paid, together with all interest accrued thereon, will be:

- (i) forfeited to the Vendor if the Purchaser is in default of its obligation to complete the sale and purchase of the Property hereunder as liquidated damages (the parties hereby agreeing that such amount constitutes a genuine pre-estimate of costs and damages) and as the Vendor's sole and exclusive remedy; or

- (ii) paid in full to the Purchaser, without prejudice to any other right or remedy of the Purchaser, in the event that the Purchaser elects to terminate this Agreement due to the Vendor being in default of its obligation to complete the sale and purchase of the Property hereunder.

The Deposit, together with all interest accrued thereon, will be returned to the Purchaser if any of the conditions precedent set out in Schedule B [Conditions Precedent] to this Agreement is not satisfied or waived in accordance with Schedule B.

4. OTHER DEVELOPMENTS

- (a) If the Purchaser or an affiliate of the Purchaser files a disclosure statement under the *Real Estate Development Marketing Act* (British Columbia) (“**REDMA**”) for one or more developments that are constructed on the Lands (the “**Future Development**”), then the Purchaser will, or will cause its affiliate, to provide each Owner with the opportunity to attend a “VIP Presales” marketing event (which event, for certainty, may include other VIPs identified by the Purchaser at its sole discretion) prior to the strata lots in the first phase of such Future Development being offered for sale to the general public (the “**Exclusive Marketing Period**”), and at such event, or within seventy-two (72) hours of such event, each Owner may make an offer to purchase a strata lot in the first phase of the Future Development. The purchase price of any such strata lot will be as set out in the Purchaser’s price list for the applicable Future Development, and further the Owner will be entitled to a decorating allowance of \$10,000 in respect of the purchase of such strata lot. Nothing contained herein obligates the Purchaser or its affiliate to construct the Future Development, or any of them, at any time. An Owner’s ability to purchase a strata lot in the Future Development will be subject to available inventory at the time each Owner wishes to purchase, and certain unit types may not be available at such time. Notwithstanding anything contained herein, if an Owner does not enter into a contract of purchase and sale for a strata lot during the Exclusive Marketing Period, then the Owner’s opportunity to purchase a strata lot in that Future Development in accordance with this Section 4 will terminate. The Owners’ entitlement under this Section 4 is not an interest in land and is a personal right only. For greater certainty, each Owner will only be entitled to purchase one strata lot in total and, if a Strata Lot is owned by more than one person or entity, all of such owners are collectively entitled to purchase one strata lot in total. This Section 4 is not assignable and does not constitute an offering for sale, or grant any option or other right to purchase whatsoever, with respect to any strata lot, and such an offering may only be made after a disclosure statement is filed pursuant to REDMA which offers the strata lot for sale. If the Vendor defaults in the performance of any of its obligations under this Agreement (including, without limitation, its obligation to cause the Liquidator to transfer the Property to the Purchaser in accordance with this Agreement), then the Owners will not be entitled to purchase a strata lot in the Future Development hereunder.
- (b) The Purchaser shall, on the Completion Date, as part of the closing documents for the completion of the sale and purchase of the Lands to be delivered by the Purchaser pursuant to Section 15(b) of this Agreement, provide or cause to be provided to each Owner written confirmation from the Purchaser, or the assignee of the Purchaser that will be the beneficial owner of the Lands upon completion of sale and purchase of the Lands, as applicable, of such rights granted to an Owner pursuant to this Section 4.

- (c) The Vendor shall, on the Completion Date, as part of the closing documents for the completion of the sale and purchase of the Lands to be delivered by the Vendor pursuant to Section 15(a) of this Agreement, provide to the Purchaser a list of all Owners who wish to receive notice of the Exclusive Marketing Period and each such Owner's mailing address or email address, as provided by the Owners to the Vendor (the "List"). If an Owner's contact information changes from the information provided on the List, it will be the obligation of the Owner to give written notice to the Purchaser of such change and the Purchaser shall use good faith efforts to maintain an updated List. If the Purchaser's address changes from the address set out in Section 1(a), the Purchaser shall send written notice to each of the Owners on the List of the updated address for the Purchaser for the purposes of this Section 4(c) by standard mail to each Owner on the List, if a mailing address is provided on the List, as updated by the Purchaser, and by email, if an email address is provided on the List, as updated by the Purchaser. The Purchaser shall be deemed to have satisfied its obligation to notify all Owners on the List of the Exclusive Marketing Period by the sending, at least one week prior to the commencement of the Exclusive Marketing Period, written notice by standard mail to each Owner on the List, if a mailing address is provided on the List, as updated by the Purchaser, and by email, if an email address is provided on the List, as updated by the Purchaser.

5. CONDITIONS PRECEDENT

The obligation of the parties to complete the purchase of the Property on the Completion Date is subject to and conditional upon the conditions precedent set out in Schedule B [Conditions Precedent] to this Agreement being satisfied or waived by the appropriate party or parties within the time or times specified therein.

6. PURCHASER'S DUE DILIGENCE

- (a) The Vendor will permit the Purchaser and the Purchaser's employees, engineers, agents and advisors to enter onto the Lands and the Buildings and carry out such inspections, tests, studies, surveys and investigations of the Property as the Purchaser may reasonably require. Any such inspections, tests, studies, surveys and investigations will be carried out during normal business hours, will not unduly interfere with any owners, tenants or occupants of the Lands or the Buildings and will not injure the Lands or Buildings. The Purchaser agrees to provide no less than forty-eight (48) hours' notice of any intention to carry out inspections, tests, studies, surveys and investigations of the Property unless any such inspections, tests, studies, surveys and investigations require access to any of the strata lots, in which case no less than seven (7) business days' notice will be provided by the Purchaser to permit the Vendor to comply with its notice requirements to the Owners pursuant to the Vendor's bylaws (which requirements the Vendor will comply with immediately upon receipt of such notice from the Purchaser). The Purchaser will be responsible for and will indemnify the Vendor and/or any owners, tenants or occupants of the Building for all damages, costs, expenses resulting from property damage or injury caused by the Purchaser's actions. This indemnity will survive completion of the purchase and sale of the Property hereunder or any earlier termination hereof.
- (b) The Vendor will execute, or cause to be executed, and returned 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 or cause inspections or tests to be made with respect to the purchase of the Property as the Purchaser determines to be necessary, acting reasonably.

- (c) From the date of this Agreement to the earlier of the Purchaser's Condition Date and the termination of this Agreement, the Purchaser will act diligently in undertaking its Purchaser's Condition-related activities and within two (2) business days of the Vendor's written request, provide to the Vendor a written update as to the general progress made by the Purchaser in the period since the last such update in respect of the Purchaser's Condition, including in respect of any consultants hired, whether an initial meeting with the City of Richmond has been held, updates as to the timeline for rezoning of the Property and other development approvals including public meetings in respect thereof. The Purchaser will not be required to share any communications between the Purchaser or its consultants or any documents (other than as contemplated in Section 6(d) with respect to the proposed re-development of the Property). For greater certainty, this provision does not obligate the Purchaser to disclose any activities that would otherwise be subject to solicitor-client privilege.
- (d) In the event that the Purchaser does not waive the Purchaser's Condition, the Purchaser will, within fourteen (14) days of expiry of the Purchaser's Condition Date, on a commercially reasonable basis, provide to the Vendor, without cost, a copy of any environmental, geotechnical, architectural studies, traffic studies, planning studies, appraisal reports, building condition assessments, site surveys, arborists reports and/or any other consulting or investigation reports obtained by the Purchaser in connection with its due diligence investigations. For greater certainty: (i) the foregoing shall not obligate the Purchaser to provide the Vendor with copies of any documents or information the Purchaser is obligated to keep confidential, provided the Purchaser will use commercially reasonable efforts to secure a waiver of any confidentiality provision(s) with respect to the foregoing documents and/or information in order to allow the Vendor to receive copies of the foregoing documents and/or information (provided the Purchaser shall not be obligated to incur any costs for additional consideration in respect of securing any such waivers); and (ii) the Purchaser will not be required to provide any documents or information to the Vendor if the purchase and sale of the Property does not complete as a result of a breach of this Agreement by the Vendor.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

- (a) The Vendor hereby makes the representations and warranties set out in section 1 of Schedule C [Representations, Warranties and Covenants] to this Agreement and the covenants set out in section 2 of Schedule C.
- (b) The Purchaser hereby makes the representations and warranties set out in section 3 of Schedule C [Representations, Warranties and Covenants] attached hereto.

8. TAX

The Vendor hereby represents and warrants that the Liquidator (as defined in Section 2(a)(ii)B) will not, on the Completion Date, be a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) (the "ITA").

The Vendor acknowledges and agrees that, if the Vendor or any Owner (as defined in Section 12(a)) is a non-resident of Canada for the purposes of the ITA, the parties are required to comply with the provisions of section 116 of the ITA in regard to the sale of the Property. If the Vendor fails to deliver to the Purchaser on or before the Completion Date, a certificate or certificates issued by the Canada Revenue Agency or any successor thereto ("CRA") pursuant to subsection

116(4) of the ITA in respect of the sale of the Property (“**Certificate(s)**”), and the Purchaser determines, based on advice from its tax consultants, that it is required to withhold a portion of the adjusted Purchase Price in accordance with section 116 of the ITA, then the Purchaser’s Solicitors are irrevocably authorized and directed to hold back from the adjusted Purchase Price payable by the Purchaser hereunder such amount (the “**Withholding Amount**”) as may be required to comply with the Purchaser’s obligations under section 116 of the ITA and to pay to CRA the Withholding Amount or such lesser amount as CRA requires in order to issue the Certificate(s) to the Vendor, to pay the balance of the Withholding Amount, if any, to or as directed by the Vendor and to provide to the Purchaser a copy of the Certificate(s). Notwithstanding the foregoing, if the Certificate(s) are not available by the later of the date that the Withholding Amount is required to be submitted to CRA pursuant to section 116 of the ITA or such later date as may be permitted by CRA, the Purchaser’s Solicitors are hereby irrevocably authorized and directed to pay the entire Withholding Amount to CRA in accordance with section 116 of the ITA.

9. COMPLETION DATE

The sale and purchase of the Property will be completed on the Completion Date.

10. ADJUSTMENTS

- (a) All usual adjustments of taxes, rates, local improvement assessments and other charges and all other costs normally adjusted for on a sale of property similar to the Property, both incoming and outgoing, will be made as of 12:01 a.m. on the Completion Date. The Vendor will receive the benefit of all income and will be responsible for all expenses incurred in operating and maintaining the Property incurred for and attributable up to 11:59 p.m. on the day preceding the Completion Date and the Purchaser will receive the benefit of all income and be responsible for all expenses from and including the Completion Date. The Vendor will provide or cause to be provided to the Purchaser and the Purchaser’s Solicitors, promptly on request, any information required by them, acting reasonably, in order to prepare the statement of adjustments (the “**Statement of Adjustments**”). 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.
- (b) If the final cost or amount of an item which is to be adjusted has not been determined as at the Completion Date, then an initial calculation or adjustment for such item will be made on the Completion Date, such amount to be estimated by the Purchaser and agreed by the Vendor, each acting reasonably, on the basis of the best evidence available as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined (such determination to be made as soon as possible), or if any item is discovered which should have been adjusted but was not so adjusted, the Purchaser or the Vendor, as the case may be, will promptly, and in any event not later than thirty (30) days after determination, provide a complete statement thereof to the other and within thirty (30) days thereafter, the Vendor and the Purchaser will make a final adjustment as of the Completion Date for the item in question. If the Vendor and the Purchaser are unable to agree on the final cost or amount of an item, or the proper adjustment therefor, the same will be determined by independent auditors acceptable to the Vendor and the Purchaser, acting reasonably, with the cost of such auditors’ determination being shared equally between the Vendor and the Purchaser. All final adjustments and re-adjustments

must be identified within a period of three (3) months after the Completion Date, after which all adjustments, save for any identified within such period, will be final.

- (c) The Purchaser will provide an allowance of \$1,000 (inclusive of any applicable taxes) for each of the 68 Strata Lots (i.e. \$68,000 in total) to assist with moving costs, to be paid as a credit on account of the Purchase Price and reflected on the Statement of Adjustments.

11. RISK

- (a) The Property will be and remain at the Vendor's risk until the Transfer (as defined in Section 15(a)) is filed for registration in the applicable Land Title Office (the "**Land Title Office**"), and the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their respective interest may appear pending the Completion Date.
- (b) Effective on the filing of the Transfer, the Property will be at the Purchaser's risk. Subject to Section 2(e) of the Owner's Agreement in Schedule E, the Purchaser agrees to undertake, or cause to be undertaken, any repairs and maintenance that may reasonably be required in respect of the Property until the Initial Delayed Possession Date and the Additional Delayed Possession End Date, as applicable, for matters which arise for the first time on or after the Transfer and which affect the habitability of those portions of the Buildings by those Owners who remain in possession of their respective Strata Lots until the Initial Delayed Possession Date and the Additional Delayed Possession End Date in accordance with Section 14(b).

12. STRATA PLAN CANCELLATION

- (a) As of the date hereof, the Lands consist of the Strata Lots and the Common Property (each as defined in Schedule A [Lands and Permitted Encumbrances]), and each Strata Lot is owned by a separate owner (collectively for all Strata Lots, the "**Owners**" and each an "**Owner**"). The Strata Lots and the Common Property are included in the Strata Plan (as defined in Schedule A [Lands and Permitted Encumbrances]). The Owners are members of a strata corporation under the *Strata Property Act* under the name "The Owners, Strata Plan NWS243" (the "**Strata Corporation**"). The parties intend that, on the Completion Date:
 - (i) the Strata Plan will be cancelled in accordance with the *Strata Property Act*, upon which cancellation the Lands will consist of a single parcel, the title to which will vest in the Liquidator; and
 - (ii) the Liquidator will transfer the Property to the Purchaser.

The Vendor and the Purchaser agree that the Purchaser will only be required to deal with the Liquidator and its solicitors in connection with completing the purchase and sale of the Property and that, except as provided in Schedule D [Terms of 100% Approval], the Purchaser will not deal directly with any of the Owners or their solicitors.

- (b) Subject to the Vendor's Conditions and the Purchaser's Condition being satisfied, the Vendor will take such steps and do such acts as are required under the *Strata Property Act* in order to cause the Liquidator to cancel the Strata Plan and transfer title to the Property to the Purchaser, and, without limiting the generality of the foregoing, the Vendor will perform the obligations and do the acts set out below in this Section 12.

(c) The Vendor will:

- (i) cause the Liquidator to, promptly following the satisfaction or waiver of the Purchaser's Condition, apply to the Supreme Court, pursuant to section 279 of the *Strata Property Act*, for a vesting order (the "Vesting Order"), which, *inter alia*:
- A. confirms the appointment of the Liquidator;
 - B. vests in the Liquidator title to the Property for the purpose of selling the Property to the Purchaser pursuant to this Agreement and distributing the proceeds as set out in the interest schedule referred to above;
 - C. requires the Property to be vacant in accordance with Section 14; and
 - D. directs the Land Title Office to cancel the Strata Plan and vest the Property in the Liquidator without requiring the discharge of any encumbrances from the Strata Lots or the Common Property or the extension of any financial encumbrances charging a Strata Lot over the balance of the Lands (it being understood that the Liquidator's obligations pursuant to Section 12(c)(ii)G will apply),

and promptly thereafter cause the Liquidator to set the application for the Vesting Order down for hearing by the Supreme Court;

- (ii) Upon receipt by the Liquidator of the Vesting Order, the Vendor will forthwith cause the Liquidator:
- A. to, no later than 5:00pm on the Vendor's Third Condition Date, hold an annual or special general meeting of the Strata Corporation for the purpose of passing the Section 282 Resolution (as defined in section 1(b) of Schedule B [Conditions Precedent]);
 - B. to not file or otherwise deal with the Vesting Order in any manner except in accordance with Section 16, provided that if the Purchaser defaults in its obligation to complete the purchase of the Property pursuant to this Agreement, the Liquidator will no longer be bound by this obligation;
 - C. to execute the closing documents set out in Section 15, as and when required;
 - D. on the Completion Date, to deposit a certified copy of the Vesting Order and the interest schedule (together, the "LTO Vesting Application") with the registrar under the Land Title Act (British Columbia) for the purpose of cancelling the Strata Plan and vesting in the Liquidator title to, *inter alia*, the Property, in accordance with Section 16;
 - E. on the Completion Date, to transfer the Property to the Purchaser in accordance with Section 16;

- F. to provide such notifications as are required under section 280(3) of the *Strata Property Act*;
 - G. to arrange for the holders of financial encumbrances on title to the Lands to be paid out from the net sales proceeds due to the Vendor hereunder and clear title of such financial encumbrances in accordance with Section 17; and
 - H. to distribute the net sale proceeds, after the pay-out and discharge of existing financial encumbrances and any other expenses or permitted deductions, to or as directed by the Owners in accordance with the interest schedule included in the LTO Vesting Application.
- (d) The Vendor will provide, and cause the Liquidator to provide, to the Purchaser timely, ongoing and fulsome updates and information with respect to the foregoing process (including, without limitation, the application for the Vesting Order and the holding of the annual or special general meeting of the Vendor for the purpose of passing the Section 282 Resolution) and, upon the request of the Purchaser, true copies of any notices, resolutions, approvals, applications, orders, instruments or other documents relating to the foregoing. Without limiting the foregoing, the Vendor will deliver to the Purchaser a copy of the application materials for the Vesting Order forthwith upon such materials being filed, a copy of the Vesting Order forthwith upon the Vesting Order being entered and a copy of the notice, and all materials attached thereto, in respect of the annual or special general meeting of the Vendor for the purpose of passing the Section 282 Resolution immediately following such notice being provided to the Owners. The Vendor will, and will cause the Liquidator to, provide drafts of all such notices, resolutions, approvals, applications, orders, instruments or other related documents to the Purchaser's Solicitors for review and comment, and will act reasonably in considering and, where possible or practical, incorporating such comments (if any) into such material before it is delivered or filed, as applicable.
- (e) The Vendor will do, and cause the Liquidator to do, all other acts and things, and execute and deliver such documents and instruments, as may be necessary in order to give effect to the foregoing.

13. 100% APPROVAL OF SALE

If, at any time prior to the grant of the Vesting Order, 100% of the Owners decide to sell their Strata Lots to the Purchaser, then the provisions of Schedule D [Terms of 100% Approval] will apply.

14. POSSESSION

- (a) The Purchaser will have vacant possession of the Property free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, charges, caveats, encumbrances and tenancies whatsoever save and except for the Permitted Encumbrances (subject to the provisions of this Agreement related to clearing title of the Owners' financial encumbrances and subject to Section 14(b)) immediately upon completion of the sale and purchase of the Property.

- (b) Notwithstanding Section 14(a), any Owner who executes and delivers to the Purchaser, on or before the Completion Date, an owner's agreement (the "**Owner's Agreement**") in the form attached hereto as Schedule E [Owner's Agreement] may:
- (i) following the Completion Date, continue to remain in possession of the dwelling unit consisting of the Strata Lot which was owned by such Owner prior to the cancellation of the Strata Plan (the "**Owner's Strata Lot**") rent free (but such Owner will be responsible for utilities), until no later than the date (the "**Initial Delayed Possession Date**") which is six (6) months following the Completion Date, and, subject to Section 14(b)(ii), the Purchaser will have vacant possession of such Owner's Strata Lot from and after the Initial Delayed Possession Date. For greater certainty, any Owner who does not execute and deliver to the Purchaser an Owner's Agreement on or before the Completion Date will be required to vacate the Property on or before the Completion Date; and
 - (ii) following the Initial Delayed Possession Date, continue to remain in possession of the Owner's Strata Lot until no later than the date (the "**First Additional Delayed Possession Period End Date**") which is an additional period of six (6) months beyond the Initial Delayed Possession Date (the "**Additional Delayed Possession Period**"), in which case, the applicable Owner must pay the Purchaser for each month or portion thereof that the Owner remains in possession of such Owner's Strata Lot during the Additional Delayed Possession Period an amount equal to the area in square feet of the Owner's Strata Lot (as shown on the Strata Plan) multiplied by \$1.00 (the "**Additional Delayed Possession Period Monthly Fee**"), which Additional Delayed Possession Period Monthly Fee amount is due and payable on the first of each month.
- (c) An Owner may terminate their rights to remain in possession of such Owner's Strata Lot under this Section 14 on seven (7) calendar days' written notice to the Purchaser.
- (d) For certainty, in the event that an Owner entered into a tenancy agreement with a tenant prior to the Completion Date and such tenancy agreement does not terminate prior to or on the Completion Date, the Purchaser will become the landlord under such tenancy pursuant to an assignment of the tenancy pursuant to the Tenancies Assignment. The Vendor agrees that, in the event that an owner requests permission to rent pursuant to section 144 of the *Strata Property Act*, and the Vendor grants permission pursuant to that section, the Vendor will include as a term of such grant that permission to rent is permitted for a limited time, and expires at a date no later than the Completion Date .
- (e) Notwithstanding Section 11(b), the Purchaser will not be responsible for any routine, non-structural repairs, maintenance and replacements associated with any Strata Lot occupied by an Owner pursuant to an Owner's Agreement, including any the repair, maintenance and replacement of any furnishings, equipment and appliances located therein, but will be responsible for any repairs, maintenance and replacement that would have been the responsibility of the Strata Corporation pursuant to the *Strata Property Act* and the bylaws of the Strata Corporation prior to the winding up of the Strata Corporation. For greater certainty, an Owner occupying a Strata Lot pursuant to an Owner's Agreement will not be responsible for improving the Strata Lot to a better condition than it was in on the Completion Date.

15. DELIVERY OF CLOSING DOCUMENTS

- (a) On or before the Completion Date, the Vendor will cause the Vendor's Solicitors or the Liquidator's solicitors to deliver to the Purchaser's Solicitors the following items, duly executed by the Vendor and the Liquidator, as applicable, or such other parties as set out below and in registrable form whenever appropriate, to be dealt with in accordance with Section 16:
- (i) a Form A - Freehold Transfer (the "**Transfer**") conveying the Lands to or as directed by the Purchaser, duly executed by the Liquidator;
 - (ii) a Vendor's Statement of Adjustments prepared in accordance with Section 10(a);
 - (iii) an assignment of all development rights in respect of the Property including, without limitation, all permits, licenses, plans, specifications, applications, studies, surveys, reports, approvals and all other documents and rights in respect of the Property;
 - (iv) an assignment of any subsisting warranties or guarantees in respect of the Property and any work performed in respect thereof;
 - (v) an assignment of all Tenancies that have not been terminated as of the Completion Date (the "**Tenancies Assignment**");
 - (vi) a certificate, dated as of the Completion Date, that certifies that the Vendor has complied with all of its obligations under this Agreement in all material respects and that each of the warranties and representations of the Vendor set out herein is true and accurate in all material respects on the Completion Date;
 - (vii) one or more Certificates as to GST Exempt Used Residential Property: Vendor is Not Builder with respect to the Strata Lots; and
 - (viii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's Solicitors, the Vendor's Solicitors or the Liquidator's solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Property free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, charges, caveats and encumbrances whatsoever save and except for the Permitted Encumbrances as contemplated herein,
- together with, if required by the Land Title Office in connection with registration of the Vesting Order, a reference plan (the "**Plan**") of the single parcel comprising the Property which reference plan will be prepared by a British Columbia land surveyor at the request and expense of the Vendor.
- (b) On or before the Completion Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors or the Liquidator's solicitors the following items, duly executed by the Purchaser and in registrable form whenever appropriate, to be dealt with in accordance with Section 16:

- (i) any document referred to in Section 15(a) which requires execution by the Purchaser; and
 - (ii) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's Solicitors, the Vendor's Solicitors or the Liquidator's solicitors for more perfectly and absolutely effecting the matters contemplated hereunder.
- (c) All documents referred to in Sections 15(a) and 15(b) will be prepared by the Purchaser's Solicitors to the extent that preparation is required, in a form satisfactory to the Purchaser and the Vendor and their respective solicitors, each acting reasonably, where applicable, in a form suitable for registration in the appropriate offices of public record. The Vendor and the Purchaser will each deliver to or cause to be delivered to the other all such further documents and assurances as may be reasonably required to give full effect to the intent and meaning of this Agreement.
- (d) Forthwith upon completion of the sale and purchase of the Property, the Vendor will deliver, or cause to be delivered, to the Purchaser all keys and like devices for the Buildings which are in the possession or control of the Vendor including, without limitation, master keys to all space located within the Buildings. For clarity, this Section 15(d) does not apply to the keys and like devices held by an Owner who remains in possession of the Owner's Strata Lot after the Completion Date in accordance with Sections 14(a) and 14(b), as applicable, for the duration of such possession.

16. CLOSING PROCEDURE

- (a) On or before the Completion Date, the Purchaser will pay to the Purchaser's Solicitors in trust the amount provided for in Section 3(c) of this Agreement, less the amount to be advanced to the Purchaser under any mortgage financing arranged by the Purchaser.
- (b) Forthwith following receipt by the Purchaser's Solicitors of the payment pursuant to Section 16(a) and the documents and items referred to in Section 15(a) and receipt by the Vendor's Solicitors or the Liquidator's Solicitors of the documents and items referred to in Section 15(b), on the Completion Date:
- (i) the Vendor will cause the Liquidator to file the LTO Vesting Application and, if applicable, the Plan in the Land Title Office (on an all or nothing basis together with the Transfer referred to in Section 16(b)(ii)); and
 - (ii) concurrently with, but subsequent in sequence to, the filing of the LTO Vesting Application and, if applicable, the Plan referred to in Section 16(b)(i), the Purchaser will cause the Purchaser's Solicitors to file the Transfer in the 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.
- (c) Forthwith upon:
- (i) the full registration in the Land Title Office of the LTO Vesting Application, the Plan (if required) and the Transfer;

- (ii) the Strata Plan being cancelled and the title to a single parcel of land consisting of the Lands being raised in the Land Title Office; and
- (iii) the Purchaser's Solicitors being satisfied as to the Purchaser's title to the Lands after conducting a title search of the Lands disclosing only the following:
 - A. the registered owner of the Lands being the Purchaser or the entity to which the Purchaser directed title to the Lands to be conveyed;
 - B. the Permitted Encumbrances;
 - C. pending numbers assigned to any charges granted by the Purchaser; and
 - D. any charges with respect to which the Vendor's Solicitors or the Liquidator's solicitors have extended undertakings regarding the discharge and release of the same as contemplated in Section 17,

the Purchaser will cause the Purchaser's Solicitors to:

- (iv) forthwith upon receipt by the Purchaser's Solicitors of the proceeds of any mortgage financing arranged by the Purchaser in connection with the sale and purchase of the Property, to deliver to the Vendor's Solicitors or the Liquidator's solicitors a certified trust cheque or wire transfer for the balance due to the Liquidator pursuant to Section 3(c); and
- (v) release the Deposit, together with all interest accrued thereon, to the Vendor's Solicitors or the Liquidator's solicitors,

and thereupon the Purchaser's Solicitors will be entitled to release the documents and items referred to in Section 15(a) to the Purchaser and the Vendor's Solicitors and the Liquidator's solicitors will be entitled to release the documents and items referred to in Section 15(b) to the Vendor or the Liquidator.

- (d) If there are any defects in connection with the filings referred to above, the parties agree to use best efforts to correct same to ensure full registration of the LTO Vesting Application and the Transfer as soon as possible after the Completion Date.

17. DISCHARGE OF VENDOR'S ENCUMBRANCES

The Purchaser acknowledges and agrees that, if the title to the Property is subject to any financial encumbrance on the Completion Date, the Vendor and the Liquidator will not be required to clear title of such financial encumbrance prior to the receipt of the net sales proceeds but the Vendor and the Liquidator will be obligated to do so within a reasonable time following receipt of the net sales proceeds and the Purchaser will cause the Purchaser's Solicitors to pay the Deposit and the balance of the adjusted Purchase Price due under Section 16(c) to the Vendor's Solicitors or the Liquidator's solicitors in trust on their undertaking to the Purchaser's Solicitors and, if required, the Purchaser's lender's solicitors (which undertaking will be in a form satisfactory to the Purchaser's Solicitors and the Purchaser's lender's solicitors) to pay out and discharge any such financial encumbrance from title to the Property using the net sales proceeds and obtain and register a discharge thereof within a reasonable time.

18. FEES AND EXPENSES

- (a) Except with respect to the Legal Expenses Release as provided in section 2 of Schedule B [Conditions Precedent], the Vendor will be responsible for all costs and expenses relating to the approval by the Owners of the transfer of the Property to the Purchaser (including, without limitation, court costs and legal fees if applicable), the appointment of the Liquidator, the cancellation of the Strata Plan, the winding up of the Strata Corporation and the clearing of title to the Property of any of the Owners' financial encumbrances and any other encumbrances that are not Permitted Encumbrances, and all documents relating to or required in connection with the foregoing (including the Winding-Up Confirmation Order, any appeals thereof, and the LTO Vesting Application).
- (b) The Purchaser will be responsible for all of its costs and expenses relating to the purchase and sale of the Property. Except as set out above, all documents as are necessary to complete the purchase of the Property will be prepared and registered by and at the expense of the Purchaser. In particular, the Purchaser will pay the expense of registering the Transfer, including any property transfer tax payable in connection therewith.

19. COMMISSION

- (a) The Vendor represents and warrants that it does not have an agency relationship in respect of the Property with any real estate broker other than the Vendor's Agent and Don O'Brien, Chris Midmore, Matt Nugent and Edward Chiu of the Vendor's Agent. The Vendor will be solely responsible for all real estate commission and applicable taxes thereon payable to the Vendor's Agent (and/or Don O'Brien, Chris Midmore, Matt Nugent and Edward Chiu) in respect of the transactions hereunder, and the Purchaser will have no obligation to pay any such real estate commission and the Vendor will indemnify and save the Purchaser harmless from any such payment.
- (b) The Purchaser represents and warrants that it does not have an agency relationship in respect of the Property with any real estate broker, and will indemnify and save the Vendor harmless from payment of any real estate commission to any real estate broker engaged by the Purchaser.

20. ANNOUNCEMENTS/CONFIDENTIALITY

Except as contemplated by sections 2(b) and 2(c) of Schedule C [Representations, Warranties and Covenants] or as otherwise may be necessary to disclose to the BC Supreme Court to satisfy the Vendor's Second Condition, prior to the Completion Date, neither party will, without the prior written consent of the other party:

- (a) make any public announcement or statement with respect to; or
- (b) otherwise disclose to any person other than the party's potential lenders, investors, partners, the Purchaser's employees, appraiser and/or legal/tax/accounting advisors,

the financial terms contained in this Agreement unless required or compelled to do so by law. For clarity, this provision does not prevent the Vendor from disclosing to the Owners the financial terms of this Agreement, or an Owner from disclosing to their lenders (existing or potential) and/or legal/tax/accounting advisors in which case an Owner must advise such lender or advisor of the confidential nature of the financial terms.

21. TENDER

Any tender of documents or money pursuant to this Agreement may be made upon the party being tendered or upon such party's solicitor or notary public, and money will be tendered only by solicitor's certified trust cheque or wire transfer, except that any payment on account of the Deposit may be tendered by uncertified cheque.

22. ENTIRE AGREEMENT

This Agreement (including the Schedules A through E inclusive) constitutes the entire agreement between the parties in respect of the Property, and it is understood and agreed that there are no representations, warranties or guarantees or promises affecting the Property or this Agreement except for those contained herein. It is further understood and agreed that there are no covenants, agreements, collateral agreements or conditions affecting the Property or this Agreement other than as expressed in writing in this Agreement.

23. TIME

Time will be of the essence hereof.

24. NOTICES

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement from either party to the other will be in writing and will be effectively given and made if given by either party or their respective solicitor and (i) delivered personally, (ii) sent by prepaid courier service, or (iii) sent by fax or other similar means of electronic communication, including electronic mail:

- (a) in the case of the Purchaser, to the address and individual set out in Section 1(a); and
- (b) in the case of the Vendor, to the address and individual set out in Section 1(b).

Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent prior to 6:00 p.m. (Vancouver time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following business day. Any party may from time to time change its address for receiving notices by notice to the other party given in the manner provided by this Section 24.

25. GOVERNING LAW

This Agreement and the agreement resulting therefrom will be construed according to and governed by the laws of the Province of British Columbia.

26. BINDING EFFECT

This Agreement will enure to the benefit of and be binding upon the Vendor and the Purchaser and their representative administrators, successors and permitted assigns.

27. BUSINESS DAY

- (a) In this Agreement, “**business day**” means a day other than a Saturday, Sunday, statutory holiday in British Columbia, Easter Monday or Boxing Day.
- (b) If the date for the performance of any act or thing falls on a day which is not a business day, then the date for the performance of such act or thing will be extended to the next business day.

28. ASSIGNABILITY

- (a) The parties hereto expressly agree that the rights and interest of the Purchaser under this Agreement shall not be assigned without the Vendor’s consent, which may be withheld in the discretion of the Vendor. Notwithstanding the foregoing, the Purchaser may, without the consent of the Vendor, assign this Agreement to: (i) an affiliate (as defined in the *Business Corporations Act* (British Columbia)) of the Purchaser; (ii) a limited partnership of which the Purchaser or an affiliate of the Purchaser is a limited partner, a general partner or a shareholder of the general partner or a principal of the Purchaser is a director of such general partner; or (iii) a corporation of which a principal of the Purchaser is a director of such corporation (an assignee meeting the requirements of (i), (ii) or (iii) above is referred to herein as a “**Permitted Assignee**”), at any time, in its sole and absolute discretion. 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 and (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. The Purchaser may direct the Vendor to convey title to the Lands to an affiliate of the Purchaser, which will hold title to the Lands as nominee, agent and bare trustee for and on behalf of the Purchaser.
- (b) The Vendor is entitled to any profit arising from an assignment of this Agreement by the Purchaser or any subsequent assignee.

29. JOINT AND SEVERAL

If the Purchaser is comprised of more than one party, then all of the covenants, agreements, representations and warranties of each of the parties comprising the Purchaser, as the case may be, will be joint and several covenants, agreements, representations and warranties.

30. EXECUTION BY ELECTRONIC MEANS

This Agreement may be executed by the parties and transmitted by fax, email 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.

31. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and all counterparts so executed (including those executed and delivered by fax, e-mail or other electronic means), taken together, will be deemed to constitute one agreement.

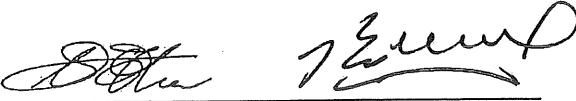
32. ADDITIONAL CLAUSES

The additional clauses (if any) set out in the Schedules attached hereto are incorporated into and form part of this Agreement as fully as if they were set forth in the main body of this Agreement.

IN WITNESS WHEREOF the Purchaser and the Vendor have executed this Agreement as of the date first above written.

By the Purchaser:

CITIMARK-WESTERN WEMBLEY PROJECT LTD.

By: 
Name: Nelson Chan and Thomas Leung
Title: Directors

By the Vendor:

THE OWNERS, STRATA PLAN NWS243

By: _____
Name:
Strata Council Member

By: _____
Name:
Strata Council Member

31. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and all counterparts so executed (including those executed and delivered by fax, e-mail or other electronic means), taken together, will be deemed to constitute one agreement.

32. ADDITIONAL CLAUSES

The additional clauses (if any) set out in the Schedules attached hereto are incorporated into and form part of this Agreement as fully as if they were set forth in the main body of this Agreement.

IN WITNESS WHEREOF the Purchaser and the Vendor have executed this Agreement as of the date first above written.

By the Purchaser:

CITIMARK-WESTERN WEMBLEY PROJECT LTD.

By: _____
Name:
Title:

By the Vendor:

THE OWNERS, STRATA PLAN NWS243

By: John Kowalchuk
Name: John Kowalchuk
Strata Council Member

By: M. Shields
Name: Marshall Shields
Strata Council Member

SCHEDULE A

LANDS AND PERMITTED ENCUMBRANCES

I. LEGAL DESCRIPTION

The “**Lands**” means the parcel of land which results from the cancellation of the Strata Plan and which consists of all land shown on the Strata Plan.

For greater certainty, the Lands will include all of the lands and premises which are currently legal described as follows:

Strata Lots 1 to 68 (inclusive)
Section 15 Block 4 North Range 7 West
New Westminster District
Strata Plan NWS243

together with an interest in the Common Property in proportion to the Unit Entitlement of the Strata Lot as shown on Form 1

(collectively, the “**Strata Lots**” and each a “**Strata Lot**”)

- and -

The Common Property of Strata Plan NWS243

(the “**Common Property**”).

II. PERMITTED ENCUMBRANCES

The Property is subject to the following Permitted Encumbrances:

Legal Notations

1. Hereto Annex Easement RD28168 (See RD26862) Over Strata Plan NW505 in respect of each of Strata Lots 1 to 68 inclusive.
2. Zoning Regulation and Plan under *The Aeronautics Act* (Canada) filed under T17084 Plan 61216 in respect of each of Strata Lots 1 to 68.

Charges, Liens and Interests

3. Easement RD28168 over Strata Plan NW505 (see RD26862) in respect of the Common Property.
4. Undersurface Rights X163182 (see 83535E) in respect of the Common Property.
5. Statutory Right of Way K109274 in favour of Township of Richmond (see Plan 47102) in respect of the Common Property.
6. Easement RD26862 *inter alia* part Plan 50048 appurtenant to Strata Plan NW505 in respect of the Common Property.

7. Aeronautics Act T17084 Zoning Regulation and Plan under *The Aeronautics Act* (Canada) Filed 10.02.1981 under no. T17084 Plan 61216 in respect of the Common Property.
8. The subsisting exceptions or reservations or other rights contained or reserved to the Crown in the original grant from the Crown.
9. Those tenancy agreements disclosed to the Purchaser prior to the Purchaser's Condition Date, which tenancies have not been terminated as of the Completion Date, and those tenancy agreements that replace those tenancy agreements disclosed to the Purchaser prior to the Purchaser's Condition Date (provided such replacement tenancy agreements otherwise comply with the terms hereof), which tenancies have not been terminated as of the Completion Date.

SCHEDULE B
CONDITIONS PRECEDENT

1. VENDOR'S CONDITIONS

The parties acknowledge and agree that the "First Vendor's Condition" (as defined in the letter of intent delivered December 3, 2021 between the Vendor and the Purchaser, namely the holding of a meeting of the Owners to determine whether, in the opinion of the Vendor's strata council, there was sufficient support of the Owners to proceed with the holding of an annual or special general meeting of the Vendor for the purposes of passing the Section 282 Resolution), was removed/waived as of December 3, 2021.

The obligation of the Vendor to complete the sale of the Property on the Completion Date is subject to and conditional upon the following conditions precedent (each, a "Vendor's Condition" and together the "Vendor's Conditions") being satisfied within the applicable times specified below:

- (a) in the event that the Purchaser waives or satisfies the Purchaser's Condition by the Purchaser's Condition Date, then no later than 5:00 pm (Vancouver time) on the Vendor's Second Condition Date, the Liquidator obtaining the Vesting Order and:
 - (i) the appeal period to the BC Court of Appeal for such an order having expired without any appeal being filed; or
 - (ii) an appeal to the BC Court of Appeal of such order having been filed, the appeal having been dismissed or withdrawn,

(collectively the "Vendor's Second Condition").

- (b) the Liquidator obtaining a $\frac{3}{4}$ vote resolution to (A) repeal the previous $\frac{3}{4}$ vote resolution approving the disposition of the Property to Ledingham McAllister Communities Ltd.; and (B) approve the disposition of the Property and any other land and/or personal property to the Purchaser in accordance with section 282 of the *Strata Property Act* (collectively, the "Section 282 Resolution") by no later than 5:00pm on the Vendor's Third Condition Date (the "Vendor's Third Condition").

The Vendor may, by written notice to the Purchaser given at least three (3) days prior to the Vendor's Second Condition Date, extend the Vendor's Second Condition Date from time to time, provided that the Vendor's Second Condition Date may not be extended beyond the date that is 180 days after the original Vendor's Second Condition Date set out in Section 1(h) of the Agreement.

The Vendor's Conditions are for the sole benefit of the Vendor and may be declared satisfied in writing by the Vendor at any time up to and including the time specified above. If the Vendor fails to notify the Purchaser in writing of the satisfaction of the Vendor's Conditions by the applicable times specified above, then this Agreement will be null and void. In such event, the Purchaser's Solicitors are hereby irrevocably directed by the Vendor and the Purchaser to forthwith repay the Deposit and accrued interest, in full, to the Purchaser without deduction, and thereafter neither party will have any further obligations to the other hereunder, except for the obligation of the Purchaser to maintain the confidentiality of all disclosed documents and instruments delivered to it and to return all copies of such documents and instruments. For greater certainty and notwithstanding any other term of this Agreement, the parties acknowledge and agree that the Vendor's Second Condition and the Vendor's Third Condition cannot be unilaterally waived by the Vendor.

The Vendor will act diligently and make all reasonable efforts to cause the Vendor's Conditions to be satisfied (including, without limitation, providing any required notices to the Owners and holding all required meetings of the Owners in accordance with the *Strata Property Act*), and will act reasonably and in good faith in determining whether the Vendor's Conditions have been satisfied. Notwithstanding anything else contained herein:

- (c) the Vendor's Second Condition will be deemed to be satisfied for all purposes hereunder if the Vesting Order is granted by the Supreme Court and:
 - (i) the appeal period to the BC Court of Appeal for such an order has expired without any appeal being filed; or
 - (ii) an appeal to the BC Court of Appeal of such order having been filed, the appeal has been dismissed or withdrawn.

In consideration of Canadian \$10.00 paid by the Vendor to the Purchaser and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Purchaser, the Purchaser will not revoke its offer to purchase the Property hereunder, except as may be permitted pursuant to any other provision included in this Schedule B, while such offer is subject to the Vendor's Conditions.

2. PURCHASER'S CONDITION

The obligation of the Purchaser to complete the purchase of the Property on the Completion Date is subject to and conditional upon the following conditions precedent (the "**Purchaser's Condition**") being satisfied or waived not later than 5:00 p.m. (Vancouver time) on the Purchaser's Condition Date:

- (a) The Purchaser having conducted and satisfied itself in its sole discretion with the results of a feasibility study. The Vendor will allow access to the Property in accordance with Section 6(a) of the Agreement for this purpose.

At its option, by way written notice to the Vendor and the payment to the Vendor of the sum of \$30,000.00 (the "**Extension Fee**") the Purchaser may extend the Purchaser's Condition Waiver Date from time to time, provided that the Purchaser's Condition Waiver Date may not be extended beyond the date that is thirty (30) days after the original Purchaser's Condition Waiver Date set out in Section 1(j) of the Agreement. The Extension Fee is applicable to the Purchase Price, is for the Vendor's use as determined by the Owners and is not refundable unless the Section 282 Resolution is not passed by the Owners, or if the transaction fails to complete due to the default of the Vendor.

The Purchaser's Condition is for the sole benefit of the Purchaser and may be declared satisfied or unilaterally waived in writing in whole or in part by the Purchaser at any time up to and including the time specified above. If the Purchaser fails to notify the Vendor in writing of the satisfaction or waiver of the Purchaser's Condition by the time specified above, then this Agreement will be null and void. In such event, the Purchaser's Solicitors are hereby irrevocably directed by the Vendor and the Purchaser to forthwith repay the Deposit and accrued interest, in full, to the Purchaser without deduction save for the sum of Ten Dollars (\$10.00) (which will be retained by the Vendor in any event as consideration for the Vendor agreeing to not revoke or withdraw this Agreement prior to the time specified above, except as may be permitted pursuant to any other provision included in this Schedule B), and thereafter neither party will have any further obligations to the other hereunder, except for the obligation of the Purchaser to maintain the confidentiality of all disclosed documents and instruments delivered to it, to return all copies of such documents and instruments and to indemnify the Vendor as set out in Section 6(a) of this Agreement.

Upon the satisfaction or waiver of the Purchaser's Condition within the time and in the manner contemplated herein, the Purchaser will cause the Purchaser's Solicitors to release from the Deposit an amount to reimburse the Vendor's costs, including legal and Liquidator's fees, incurred by the Vendor, to a maximum of \$50,000, in respect of satisfying the Vendor's Second Condition, the Vendor's Third Condition, and the sale and purchase of the Property as contemplated by this Agreement, upon receipt from the Vendor of copies of bona fide invoices therefor (the "**Legal Expenses Release**"). Such amount will remain applicable to the Purchase Price along with the balance of the Deposit. In the event that the Section 282 Resolution is not passed by the Owners, or if the transaction fails to complete due to the default of the Vendor, the Vendor will forthwith reimburse the Purchaser for any Legal Expenses Release.

SCHEDULE C

REPRESENTATIONS, WARRANTIES AND COVENANTS

1. REPRESENTATIONS AND WARRANTIES

The Vendor hereby 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 regardless of any independent investigations that the Purchaser may cause to be made and regardless of the satisfaction or waiver of any of the conditions precedent set out in Schedule B [Conditions Precedent] that, subject to the limitations, if any, expressed herein:

- (a) subject to compliance by the Vendor with Division 2 of Part 16 of the *Strata Property Act*, the Vendor has the corporate authority and capacity to enter into this Agreement and to carry out and complete the transactions contemplated by this Agreement;
- (b) on the Completion Date:
 - (i) the transactions contemplated by this Agreement have been or will be duly and validly authorized by all requisite corporate proceedings of the Vendor, the Liquidator and the Owners; and
 - (ii) this Agreement constitutes, and all other documents and agreements to be delivered by the Vendor pursuant to this Agreement will constitute, legal, valid and binding obligations of the Vendor enforceable against the Vendor in accordance with their terms, subject only to equitable remedies being available only at the discretion of the courts;
- (c) subject to the terms of the Vesting Order and Section 17 of this Agreement, upon the filing of the LTO Vesting Application in the Land Title Office, the Liquidator will be the sole legal and beneficial owner of the Property, subject to the provisions of the LTO Vesting Application, free and clear of registered and unregistered legal notations, charges, liens, interests, claims, judgments, charges, caveats and encumbrances whatsoever save and except the Permitted Encumbrances (subject to the provisions of this Agreement related to clearing title of the Owners' financial encumbrances), and on the Completion Date the Liquidator will have, the full right and authority to sell the Property and to transfer and assign valid title to the Property to the Purchaser;
- (d) to the best of the Vendor's knowledge, there is no action or proceeding by way of expropriation, condemnation, judgment, execution or otherwise, pending or threatened, by which title to the Property or any part thereof may be affected;
- (e) to the best of the Vendor's knowledge, there is no claim, litigation or proceeding, pending or threatened, by or before any court, government agency, commission, department, board, officer or other authority having jurisdiction that pertains in any manner to the Property or the right of the Purchaser to own the Property or to receive benefits therefrom, other than the Winding-Up Confirmation Order: and
- (f) all documents and instruments required to be delivered or made available to the Purchaser hereunder will be complete and accurate in all material respects as of the date of such delivery or communication to the Purchaser.

The Vendor acknowledges that the Purchaser is relying on the foregoing representations, warranties, covenants and agreements in connection with the purchase by the Purchaser of the Property.

2. COVENANTS

The Vendor covenants and agrees with the Purchaser as follows:

- (a) From and after the date of this Agreement, the Vendor will cause the Property to be kept, repaired, and maintained to substantially the same condition and state of repair as of the date of this Agreement and to be insured at the Vendor's cost and expense so that on the Completion Date, the Purchaser will acquire the Property in substantially the same condition and state of repair as of the date of this Agreement, subject to reasonable wear and tear and save as otherwise provided for herein.
- (b) The Vendor hereby authorizes the Purchaser, at the Purchaser's own cost and expense, to enter into discussions and negotiations with the City of Richmond (the "City") or any other governmental authority and to make applications, in the name of the Vendor if required, for rezoning of the Lands or any permits or approvals required by the Purchaser in connection with any proposed development of the Lands. The Vendor will co-operate with the Purchaser in connection with any reasonable request made by the Purchaser in respect of any proposed rezoning or development of the Lands, including executing, upon request by the Purchaser, any applications, licenses, permits, consents, plans or other documentation required by the City or any other governmental authority in connection therewith, provided that the Purchaser will not, without the Vendor's consent, make any commitments which will result in any liability, or be otherwise prejudicial, to the Vendor if the transaction contemplated herein does not complete.
- (c) The Vendor will permit the Purchaser, subject to the Purchaser complying with all applicable bylaws, to erect signs on the Lands (including, without limitation, signs relating to any rezoning or permit applications or any development proposed to be constructed thereon) prior to the Completion Date.
- (d) The Vendor will use commercially reasonable efforts to determine and advise the Purchaser which Strata Lots are subject to tenancy agreements, and to obtain copies of the applicable tenancy agreements and provide the same to the Purchaser, within thirty (30) days of the execution and delivery of this Agreement by the Vendor and the Purchaser.
- (e) Following the satisfaction or waiver of the Purchaser's Condition, the Vendor will use commercially reasonable efforts, or will cause the Liquidator to use commercially reasonable efforts, to obtain an order from a court of competent jurisdiction requiring Owners to produce copies of any tenancy agreements in respect of the Strata Lots and prohibiting the Owners from entering into a new tenancy agreement or modifying any existing tenancy agreement, that would create, extend or renew the term of any such tenancy, as the case may be, for a period of time that would expire later than twelve (12) months after the Completion Date, unless otherwise agreed to by the Purchaser.

3. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser hereby represents and warrants to the Vendor as representations and warranties that, unless otherwise specified, 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

regardless of any independent investigations that the Vendor may cause to be made, that, subject to the limitations, if any, expressed herein:

- (a) the Purchaser has the corporate authority and capacity to enter into this Agreement and to carry out and complete the transactions contemplated by this Agreement;
- (b) on the Completion Date, the transactions contemplated by this Agreement have been or will be duly and validly authorized by all requisite corporate proceedings of the Purchaser, this Agreement constitutes, and all other documents and agreements to be delivered by the Purchaser pursuant to this Agreement will constitute, legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their terms, subject only to equitable remedies being available only at the discretion of the courts; and
- (c) all documents and instruments required to be delivered or made available to the Vendor hereunder will be complete and accurate in all material respects as of the date of such delivery or communication to the Vendor.

The Purchaser acknowledges that the Vendor is relying on the foregoing representations and warranties in connection with the purchase by the Purchaser of the Property.

SCHEDULE D

TERMS OF 100% APPROVAL

1. The parties acknowledge and agree that the procedures associated with the Vendor's Conditions are necessary to effect a sale of land within a strata plan where 80% or more, but less than 100%, of the owners of strata lots wish to sell the land within the strata plan. If, at any time before the grant of the Vesting Order, 100% of the Owners decide that they wish to sell their Strata Lots pursuant to the terms of this Schedule D, and the Vendor issues a notice in writing (the "**100% Sale Notice**") to the Purchaser that the Owners so wish to proceed, the Winding Up Process will be suspended or will not be used to complete the sale and purchase of the Property and, instead, the Vendor and the Purchaser, each acting reasonably and in good faith, will have thirty (30) days from the date that the 100% Sale Notice is issued by the Vendor to the Purchaser (the "**Settlement Date**") to settle a template form of contract of purchase and sale (the "**Template Strata Lot Contract**"), that will be used for the sale of the individual Strata Lots, it being agreed that the Template Strata Lot Contract will:
 - (a) not include any conditions precedent for the benefit of the Vendor or the Purchaser, save and except for the Purchaser's Condition set out in section 2 of Schedule B [Conditions Precedent], if such conditions have not been waived or satisfied by the Purchaser, and the closing condition referred to in section 1(e) below;
 - (b) provide that no Owner will enter into a new tenancy agreement in respect of such Owner's Strata Lot, unless otherwise approved in writing by the Purchaser, in which event, the Owners will fully cooperate with the Purchaser in dealing with the new tenancy agreement;
 - (c) require the Owner to use the same lawyer or notary as selected by the strata council of the Vendor in respect of the purchase and sale of the Strata Lot as the Owners of all of the other Strata Lots;
 - (d) provide that it will terminate and be of no further force or effect in accordance with section 3 of this Schedule D;
 - (e) provide that the completion date will be as set out in section 4 of this Schedule D, provided that it will be a condition of closing for the benefit of the Purchaser that all Individual Strata Lot Contracts (as defined below) must complete on the same date and the Purchaser will have the right, in its sole discretion, to extend the completion date to ensure that all completions occur on the same date or, where either of sections 3(b) or 3(c) of this Schedule D applies, to terminate all of the Individual Strata Lot Contracts, in which case the Winding Up Process will be resumed in accordance with section 2 of this Schedule D, and
 - (f) provide that, if any Owner of a Strata Lot is a member of the strata council of the Vendor, such Owner will deliver a resignation of such position, effective as of the date of completion of the purchase and sale of such Strata Lot, as a closing document.
2. If, in accordance with section 1 of this Schedule D, the Vendor and the Purchaser have settled the Template Strata Lot Contract, then the Vendor will deliver to the Purchaser an individual contract of purchase and sale for each Strata Lot signed by the applicable Owner (each, an "**Individual Strata Lot Contract**") within thirty (30) days after the Settlement Date. Each Individual Strata Lot Contract will be in the form of the Template Strata Lot Contract with the name of the applicable Owner, address and legal description of the applicable Strata Lot completed, the proportionate share of the Purchase Price payable to the Owner of the Strata Lot in accordance with the 80% Resolution allocated as the purchase price for such Strata Lot and the same proportionate share of the Deposit allocated as a deposit under such Individual

Strata Lot Contract and, if the Vendor does so, the Vendor will also execute and lodge with the Owner's solicitor or notary a Form A – Freehold Transfer for each Strata Lot (each, an “**Individual Transfer**”). The Individual Transfers will be prepared by the Purchaser's Solicitors and provided to the Owner's solicitor or notary five days after the Settlement Date. Upon receipt of the Individual Strata Lot Contracts completed in accordance with the foregoing and signed by each Owner together with written confirmation from the Owner's solicitor or notary that he or she is holding the executed Individual Transfers for all 68 Strata Lots on their undertaking to the Purchaser's Solicitor to deliver the same to the Purchaser's Solicitors in accordance with the provisions of the Individual Strata Lot Contracts (the “**Confirmation and Undertaking**”), the Purchaser will promptly sign and return the Individual Strata Lot Contracts to the Owner's solicitor or notary (with a copy to the Vendor's Solicitor) (but will be deemed to have accepted the same whether or not it has actually signed and returned them) and the winding-up process described in Section 12 of this Agreement (the “**Winding Up Process**”) will (except as otherwise herein provided) be suspended and will not be used to complete the sale and purchase of the Property unless the Winding Up Process resumes as hereinafter provided.

3. In the event that:

- (a) notwithstanding section 1 of this Schedule D, the Vendor and the Purchaser, each acting reasonably and in good faith, are unable to finalize the terms of the Template Strata Lot Contract by the Settlement Date; or
- (b) notwithstanding section 2 of this Schedule D, Individual Strata Lot Contracts for all sixty-eight (68) Strata Lots are not executed and delivered to the Purchaser, the Individual Transfers are not executed and delivered to the Owner's solicitor or notary, and the Purchaser's Solicitor has not received by the Confirmation and Undertaking, in each case, within thirty (30) days after the Settlement Date (the “**Owner Agreement Execution Deadline**”); or
- (c) any Owner advises the Vendor or the Purchaser that he or she will not complete the sale of such Owner's Strata Lot to the Purchaser in accordance with the applicable Individual Strata Lot Contract, or if any Owner otherwise fails to complete the sale of such Owner's Strata Lot to the Purchaser in accordance with the applicable Individual Strata Lot Contract (except where the sale of any other Owner's Strata Lot to the Purchaser has already completed), or all of the Individual Strata Lot Contracts do not complete on the same date whether or not the Purchaser elects in its discretion to extend any such closings, and, in any such case, the Purchaser gives written notice terminating the Individual Strata Lot Contracts to the Vendor with copies to each of the Owners,

then the Winding Up Process will be resumed, this Agreement will remain binding upon the Vendor and the Purchaser in full force and effect, unamended, and all of the Individual Strata Lot Contracts will terminate and be of no further force or effect.

- 4. The closing of the purchase and sale of the Strata Lots pursuant to the Individual Strata Lots Contracts executed and delivered pursuant to section 2 of this Schedule D will occur on the date that is ninety (90) days after the date Individual Strata Lot Contracts for all 68 Strata Lots are executed and delivered to the Purchaser.
- 5. In the event that the closing of the purchase and sale of the Strata Lots proceeds as contemplated by this Schedule D:
 - (a) the Purchaser will be responsible for the cancellation of the Strata Plan and the winding up of the Strata Corporation, at the Purchaser's own cost and expense, following the completion of the purchase and sale of all of the Strata Lots pursuant to the Individual Strata Lot Contracts provided that the Strata Corporation will be responsible for payment of all liabilities of the Strata Corporation due up to the

Completion Date and the Purchaser will be credited with any expenses due by the Strata Corporation under any service contracts and/or property management agreements up to the Completion Date. If requested by the Purchaser, the Vendor will cancel all service contracts and property management agreements prior to the Completion Date at its own costs and expense;

- (b) the Purchaser will increase the Purchase Price as identified in Section 1(e) by \$12,000.00 per Strata Lot;
- (c) each Owner is entitled to receive from the Strata Corporation, which amount will be paid by the Strata Corporation on closing, such Owner's proportionate share of the funds remaining in the Strata Corporation's operating fund, contingency reserve fund and, if any, special levy funds after all financial obligations of the Strata Corporation up to and including the Completion Date have been met. For certainty, the Strata Corporation's financial obligations up to and including the Completion Date include the payment of the accounts of the Strata Corporation's legal advisors in respect of the transaction contemplated by this Agreement, including this Schedule D, as well as the legal/notarial transaction costs of the Owners to transfer their interests in their Strata Lots to the Purchaser (including legal/notarial costs associated with discharging any registered charges against an Owner's Strata Lot). Each Owner will not be entitled to an adjustment in respect of strata fees paid by such Owner to the Vendor for the month in which the closing of the purchase and sale of the Owner's Strata Lot completes pursuant to the Individual Strata Lot Contract; and
- (d) if, in accordance with section 2 of this Schedule D, the Winding Up Process is suspended and the purchase and sale of the Strata Lots proceeds in accordance with the terms and conditions of each Individual Strata Lot Contract, notwithstanding the fact that certain terms of this Agreement are suspended, the Vendor shall continue to perform its obligations under section 2 of Schedule C [Representations, Warranties and Covenants].

SCHEDULE E

OWNER'S AGREEMENT

BETWEEN: _____ (the "Owner")

AND: CITIMARK-WESTERN WEMBLEY PROJECT LTD. (the "Purchaser")

RE: Purchase and Sale Agreement dated January 7, 2022, as may be amended from time to time (together, the "Purchase Agreement") between the Purchaser, as purchaser, and The Owners, Strata Plan NWS243 (the "Strata Corporation"), as agent for and on behalf of the owners of all of the Strata Lots in Strata Plan NWS243 (the "Strata Plan"), as vendor, with respect to the purchase and sale of the lands and buildings located at 7491 No. 1 Road and 3900 Moresby Drive, Richmond, B.C. (the "Property")

AND RE: Unit _____, 7491 No. 1 Road, Richmond, B.C.

OR

Unit _____, 3900 Moresby Drive, Richmond, B.C.

(the "Unit")

IN CONSIDERATION of the amount of \$10.00 now paid by each party to the other, the covenants and obligations set out in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties covenant and agree as follows:

1. Provided the purchase and sale of the Property completes in accordance with the terms and conditions of the Purchase Agreement, and the Unit is being occupied by the Owner as of the Completion Date, the Owner (or in the case of the Unit being occupied by a "family member" of the Owner (as "family member" is defined in the *Strata Property Regulation* (British Columbia)) as of the Completion Date, such family member (an "Owner's Family Member")):
 - (a) may remain in possession of the Unit until the date (the "Initial Delayed Possession Date") which is six (6) months after the Completion Date (as defined in the Purchase Agreement). The Owner will not be required to pay any rent or license fee to the Purchaser while he, she or an Owner's Family Member, as applicable, remains in possession of the Unit during the period between the Completion Date and the Initial Delayed Possession Date; and
 - (b) may, following the Initial Delayed Possession Date, continue to remain in possession of the Unit, until no later than the date (the "Additional Delayed Possession Period End Date") which is an additional period of six (6) months beyond the Initial Delayed Possession Date (the "Additional Delayed Possession Period"), in which case, the Owner shall pay the Purchaser for each month or portion thereof that the Owner, or an Owner's Family Member as applicable, remains in possession of the Unit during the Additional Delayed Possession Period an amount equal to the area in square feet of the Unit (as shown on the Strata Plan) multiplied by \$1.00, which amount is due and payable on the first of each month.
2. The Owner covenants and agrees as follows:
 - (a) the Owner and/or an Owner's Family Member, as applicable, will vacate the Unit, and remove all of their personal property (which does not include any fixtures, major

- appliances (being any washer, dryer, refrigerator, oven, stove and built in dishwasher) or other improvements within the Unit (including, for example, doors, closet organizers, light fixtures or built-in furniture), the Owner acknowledging and agreeing that the Owner shall not have any salvage rights with respect to the Unit whatsoever) therefrom, and leave the Unit in a tidy and "broom clean" condition, on or before 5:00 p.m. on the Initial Delayed Possession Date or the Additional Delayed Possession Period End Date, as applicable;
- (b) if the Owner and/or an Owner's Family Member, as applicable, intends to vacate the Unit prior to the Initial Delayed Possession Date or the Additional Delayed Possession Period End Date, as applicable, the Owner will give the Purchaser at least one week's written notice of its intention to vacate the Unit;
 - (c) the Owner and/or an Owner's Family Member, as applicable, will not damage the Unit or the Property, other than reasonable wear and tear, or remove, tamper with or damage any fixtures, major appliances or other improvements within the Unit or the Property, and will maintain reasonable health, cleanliness and sanitary standards throughout the Unit at all times;
 - (d) the Owner will be responsible for all costs and expenses for all utilities and services which are billed separately to the Unit or the Owner and for contents insurance for the Unit;
 - (e) the Purchaser will not be responsible for any routine, non-structural repairs, maintenance and replacements associated with any Unit, including any repair, maintenance and replacement of any furnishings, equipment and appliances located therein, but will be responsible for any repairs, maintenance and replacement that would have been the responsibility of the Strata Corporation pursuant to the *Strata Property Act* and the bylaws of the Strata Corporation prior to the winding up of the Strata Corporation. For greater certainty, an Owner occupying a Unit pursuant to this Agreement will not be responsible for improving the Unit to a better condition than it was in on the Completion Date; and
 - (f) for greater certainty, neither the Owner nor any Owner's Family Member may sublet the Unit or assign any of rights under this Agreement to any other person.
3. The Owner represents and warrants that: (i) prior to the cancellation of the Strata Plan, the Owner was the registered and beneficial owner of the Unit; and (ii) there will be no leases or tenancy agreements which relate to or affect the Unit, and no tenants of the Unit, on or after the Initial Delayed Possession End Date and the Additional Delayed Possession Period End Date, as applicable.
 4. Each party acknowledges and agrees that it does not, by entering into this Agreement or otherwise, intend to create a tenancy or a tenancy agreement between the Owner and the Purchaser, and the Owner expressly acknowledges and agrees that, in no event will they or any Owner's Family Member be deemed or construed to be a tenant of the Unit, it merely being the intention of the parties hereto that the date for vacant possession of the Unit following the completion of the purchase and sale contemplated in the Purchase Agreement will be delayed to the Initial Delayed Possession Date and the Additional Delayed Possession Period End Date, as applicable. In the event that any court or tribunal (including the British Columbia Residential Tenancy Branch) finds that the Owner (including an Owner's Family Member) is a tenant of the Unit or that the *Residential Tenancy Act (British Columbia)* applies to the Owner's occupation of the Unit, then there will be deemed to be a fixed-term tenancy agreement between the Owner and the Purchaser which includes the following terms: (i) the end of the term of the tenancy thereunder will be the Initial Delayed Possession End Date and the and the Additional Delayed Possession Period End Date, as applicable; (ii) the Owner will or will cause an Owner's Family Member to vacate the Unit on the Initial Delayed Possession Date and the Additional Delayed

Possession Period End Date, as applicable; and (iii) such tenancy agreement will otherwise incorporate the terms and conditions set out in the standard residential tenancy agreement of the British Columbia Residential Tenancy Branch; and the Owner will deliver to the Purchaser an executed copy of a Mutual Agreement to End Tenancy (#RTB – 8), with termination to be effective on the last day of the calendar month following the month in which such written notice is given to such Owner.

- 5. This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and assigns of the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic transmission will be as effective as personal delivery of an originally executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

By the Owner:

_____(seal)
Name of Witness:

_____(seal)
Name of Owner:

_____(seal)
Name of Witness:

_____(seal)
Name of Owner:

By the Purchaser:

CITIMARK-WESTERN WEMBLEY PROJECT LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:


Purchase and Sale Agreement - NW243 (Quilchena Park Estates) - Execution Jan 7, 2022

Final Audit Report

2022-01-07

Created:	2022-01-07
By:	Margaret Yip (margaret@citimark.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq6lfRK0dioqAk_GPxcwvbiXN8SCVVONJ

"Purchase and Sale Agreement - NW243 (Quilchena Park Estates) - Execution Jan 7, 2022" History

-  Document created by Margaret Yip (margaret@citimark.ca)
2022-01-07 - 6:32:16 PM GMT- IP address: 184.71.167.66
-  Document emailed to Nelson Chan (nelson@citimark.ca) for signature
2022-01-07 - 6:33:46 PM GMT
-  Email viewed by Nelson Chan (nelson@citimark.ca)
2022-01-07 - 7:03:07 PM GMT- IP address: 24.85.16.4
-  Document e-signed by Nelson Chan (nelson@citimark.ca)
Signature Date: 2022-01-07 - 7:03:17 PM GMT - Time Source: server- IP address: 24.85.16.4
-  Agreement completed.
2022-01-07 - 7:03:17 PM GMT

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT is dated as of June 24, 2022.

BETWEEN:

THE OWNERS, STRATA PLAN NWS243

(the "Vendor")

AND:

CITIMARK-WESTERN WEMBLEY PROJECT LTD.

(the "Purchaser")

WHEREAS:

- A. By the Purchase and Sale Agreement dated for reference January 7, 2022 (the "Agreement") between the Vendor and the Purchaser, the Vendor agreed to sell to the Purchaser those lands legally described as Strata Lots 1 – 68, Section 15, Block 5 North, Range 7 West, New Westminster District, Strata Plan NWS243 on the terms and conditions set out in the Agreement; and
- B. The Purchaser has agreed that upon the completion of the purchase of the Property, the Purchaser will be responsible for the payment of the commission due to the Vendor's Agent, of \$910,000.00 plus GST of \$45,000.00 for a total of \$\$955,500.00 (the "Fee").
- C. The parties have agreed to amend the Agreement in accordance with this amendment to Purchase and Sale Agreement (the "Amendment").

THEREFORE in consideration of the amount of \$1.00 now paid by each party to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

- 1. **Capitalized Terms.** Each capitalized term used in this Amendment will have the meaning given to it in the Agreement unless otherwise defined herein.
- 2. **Amendment.** The Vendor and the Purchaser agree that, effective as of the date of this Amendment, the Agreement is amended by amending section 19 to read as follow:

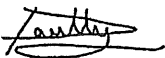
"The Vendor represents and warrants that it does not have an agency relationship in respect of the Property with any real estate broker other than the Vendor's Agent and Don O'Brien, Chris Midmore, Matt Nugent and Edward Chiu of the Vendor's Agent. The Vendor will be solely responsible for all real estate commissions and applicable taxes thereon payable to the Vendor's Agent (and/or Don O'Brien, Chris Midmore, Matt Nugent and Edward Chiu) in respect of the transaction hereunder, provided that if the transaction completes as contemplated in this Agreement, the Purchaser will pay the Fee at its cost and expense. Notwithstanding such

payment, the Vendor's Agent shall remain the agent of the Vendor and owe its fiduciary duties to the Vendor."

- 3. **Time of the Essence.** Time is of the essence of the Agreement, as amended by this Amendment.
- 4. **Interpretation.** This Amendment will, from the date of this Amendment, be read and construed together with the Agreement and be treated as part thereof, and the Agreement, as amended herein, is hereby ratified and confirmed and will continue in full force and effect in accordance with the terms thereof and hereof.
- 5. **Conflict.** In case of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment will prevail.
- 6. **Further Assurances.** Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Amendment.
- 7. **Binding Effect.** This Amendment will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and assigns of the parties.
- 8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.
- 9. **Delivery by Electronic Transmission.** Delivery of an executed copy of this Amendment by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Amendment by such party.

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first above written.

By the Vendor: **THE OWNERS, STRATA PLAN NWS243**

By: 
Authorized Signatory

By: _____
Authorized Signatory

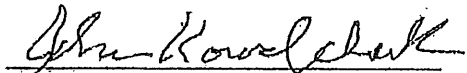
We have authority to bind the Strata Corporation

payment, the Vendor's Agent shall remain the agent of the Vendor and owe its fiduciary duties to the Vendor."

- 3. **Time of the Essence.** Time is of the essence of the Agreement, as amended by this Amendment.
- 4. **Interpretation.** This Amendment will, from the date of this Amendment, be read and construed together with the Agreement and be treated as part thereof, and the Agreement, as amended herein, is hereby ratified and confirmed and will continue in full force and effect in accordance with the terms thereof and hereof.
- 5. **Conflict.** In case of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment will prevail.
- 6. **Further Assurances.** Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Amendment.
- 7. **Binding Effect.** This Amendment will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and assigns of the parties.
- 8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument.
- 9. **Delivery by Electronic Transmission.** Delivery of an executed copy of this Amendment by any party by electronic transmission will be as effective as personal delivery of an originally executed copy of this Amendment by such party.

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first above written.

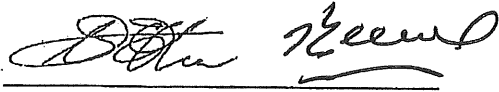
By the Vendor: **THE OWNERS, STRATA PLAN NWS243**

By: 
Authorized Signatory

By: _____
Authorized Signatory

We have authority to bind the Strata Corporation

By the Purchaser: CITIMARK-WESTERN WEMBLEY PROJECT LTD.

By: 
Authorized Signatory

I / We have authority to bind the Corporation

NOTICE OF SATISFACTION OF PURCHASER'S CONDITION

DATE: March 4, 2022


Notice sent via email to abaker@cwilson.com

TO: **THE OWNERS, STRATA PLAN NWS243**
 c/o Clark Wilson LLP
 900 – 885 West Georgia Street
 Vancouver, BC V6C 3H1
 Attention Allyson L. Baker

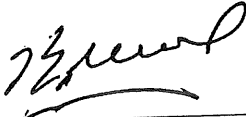
RE: **Purchase and Sale Agreement dated January 7, 2022 (the "Agreement") between Citimark-Western Wembley Project Ltd. (the "Purchaser"), as purchaser, and The Owners, Strata Plan NWS243 (the "Vendor"), as vendor, in respect of the property located at 7491 No. 1 Road and 3900 Moresby Drive, Richmond, B.C.**

1. All capitalized words and phrases defined in the Agreement and used in this Notice shall have the same meanings given to them in the Agreement.
2. Pursuant to Section 2 of Schedule B of the Agreement, the Purchaser hereby gives notice to the Vendor that the Purchaser has satisfied the Purchaser's Condition.
3. In accordance with Section 3(b) of the Agreement, the Purchaser will pay the Second Deposit to the Purchaser's Solicitor within one (1) business day after the date of this Notice.
4. The Agreement is acknowledged to continue in full force and effect and all other terms and conditions of the Agreement shall remain unamended and time, where mentioned therein, shall remain of the essence.

CITIMARK-WESTERN WEMBLEY PROJECT LTD.

Per: 

 Authorized Signatory

Per: 

 Authorized Signatory

Notice of Vendor's Second and Third Conditions Satisfaction

This Notice of Vendor's Second and Third Conditions Satisfaction, dated for reference July 26, 2022, 2022, is made further to the Purchase and Sale Agreement dated January 7, 2022, as amended by amendment dated June 24, 2022 (collectively the "PSA") between Citimark-Western Wembley Project Ltd. (the "Purchaser") and The Owners, Strata Plan NWS243 (the "Vendor") for the lands and premises comprising Strata Plan NWS243.

The Vendor hereby provides written notice to the Purchaser that, in accordance with Section 1 of the Schedule B [Conditions Precedent] of the PSA:

- (a) the Vendor's Second Condition has been satisfied as of Monday, July 25, 2022; and
- (b) the Vendor's Third Condition has been satisfied as of Thursday, July 21, 2022.

The Owners, Strata Plan NWS243

John Kowalchuk

Per Authorized Signatory

M. J. [Signature]

Per Authorized Signatory

This is Exhibit " I " referred to in the affidavit of Jillian Sych made before me at Vancouver this 6 day of August, 2024
A Commissioner for taking Affidavits within British Columbia

No. S-1913384
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

Re: **THE OWNERS, STRATA PLAN NWS 243**
(also known as *The Owners, Strata Plan NW 243*)

IN THE MATTER OF DIVISION 2 OF PART 16 OF

THE STRATA PROPERTY ACT, SBC 1998, c. 43



ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) Thursday, the 23rd day of
JUSTICE MAYER) June, 2022

UPON THE APPLICATION of the liquidator, McEown + Associates Ltd. (the "Liquidator") filed June 10, 2022 coming on for hearing by Microsoft Teams at Vancouver, B.C., on Thursday, the 23rd day of June, 2022, and on hearing Shawn A. Poisson, counsel for the Liquidator herein appointed (the "Liquidator") and Allyson L. Baker, counsel for the Petitioner, and upon reading Affidavit #1 of John McEown made November 18, 2019, Affidavit #1 of Allen Smith made November 22, 2019, Affidavit #1 of Matthew Nugent made November 25, 2019, Affidavit #2 of Matthew Nugent made May 10, 2022, Affidavit #2 of Allen Smith made January 20, 2020, Affidavit #2 of Stephanie Vo made January 20, 2022, Order of Justice Mayer granted February 14, 2020, oral reasons for judgment of Justice Mayer dated February 14, 2020, Affidavit #1 of John Kowalchuk sworn May 2, 2022, Affidavit #1 of Flordeliz Mercado sworn June 10, 2022 and upon reading other materials filed herein:

THIS COURT ORDERS and DECLARES that:

1. This application is deemed to have been brought in compliance with the time limit set out in section 279(1) of the *Strata Property Act*.

2. The appointment of McEown + Associates Ltd., with an address for business at 110-744 West Hastings Street, Vancouver B.C., V6C 1A5, as liquidator (the "**Liquidator**") of the strata corporation, The Owners, Strata Plan NWS 243 also known as The Owners, Strata Plan NW 243 (the "**Strata Corporation**"), is hereby confirmed.

3. Upon filing of a certified copy of this Order in the Vancouver/New Westminster Land Title Office (the "**Land Title Office**"), together with a letter from Koffman Kalef LLP ("**KKBL**"), solicitors for the Liquidator, authorizing registration of this Order, the interest of each of the registered owners of the strata lots comprising the Strata Corporation (subject to changes from time to time up to the date of filing of this Order in the Land Title Office) (collectively, the "**Strata Owners**") in and to:

- (a) the land shown on Strata Plan NWS 243 (also known as Strata Plan NW 243), including the common property associated therewith (the "**Quilchena Lands**"); and
- (b) the personal property held by or on behalf of the Strata Corporation (the "**Strata Personal Property**"),

be surrendered to and vest in the Liquidator for the purposes of selling the Quilchena Lands and the Strata Personal Property, and distributing the proceeds thereof, subject to adjustment, as set out in the Interest Schedule accompanying this Order (being the Interest Schedule attached as Schedule C to the Petition to the Court filed November 25, 2019, subject to changes from time to time up to the date of filing this Order in the Land Title Office) (the "**Interest Schedule**"), such vesting to be subject to all existing encumbrances registered on the titles comprising the Quilchena Lands or at the B.C. Personal Property Registry against the Strata Personal Property immediately prior to the filing of this Order in the Land Title Office (subject to changes from time to time up to the date of filing this Order in the Land Title Office), which encumbrances shall remain registered as against the title vested in the Liquidator, and the British Columbia Registrar of Titles is hereby directed to cancel Strata Plan 243

(also known as Strata Plan NW 243) and enter the Liquidator as registered owner of the Quilchena Lands in fee simple and subject to the existing encumbrances as aforesaid.

4. Upon the surrender to and vesting in the Liquidator of title to the Quilchena Lands, it has been proven to the satisfaction of the Court on investigation that the Liquidator shall have a good, safeholding and marketable title to the Quilchena Lands.

5. The Liquidator will not file, use or deal with this Order or any certified copy hereof in any manner whatsoever except in accordance with the Purchase and Sale Agreement dated January 7, 2022 as amended (the "**Purchase Agreement**") between Citimark Western Wembly Project Ltd. ("**Citimark**"), as purchaser, and the Strata Corporation, as vendor, with respect to the purchase and sale of the Quilchena Lands, provided that if Citimark defaults in its obligations to complete the purchase of the Quilchena Lands pursuant to the Purchase Agreement, the Liquidator will no longer be bound by its obligations under this Section 4.

6. The authority and powers of the Liquidator shall include:

- (a) to be paid reasonable remuneration out of the proceeds of any sale of the Quilchena 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 cancellation of Strata Plan NWS 243 (also known as Strata Plan NW 243) and the marketing and sale of the Quilchena 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 Vancouver area;
- (d) to deal with creditors of the Strata Corporation, 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 cancelation of Strata

Plan NWS 243 (also known as Strata Plan NW 243) and the sale of the Quilchena Lands and the Strata Personal Property from the available funds of the Strata Corporation, including the contingency reserve fund;

- (f) to the extent that the actual costs of the winding up of the Strata Corporation exceed the available funds of the Strata Corporation as set out in subparagraph (e) above, to have such costs, charges and expenses paid out of the proceeds of sale of the Quilchena Lands and the Strata Personal Property prior to distribution to the Strata Owners;
- (g) to market and negotiate the sale of the Quilchena Lands and the Strata Personal Property;
- (h) to sell the Quilchena Lands and the Strata Personal Property, subject either to the requirements of section 282 of the *Strata Property Act* or further order of the Court, and specifically to enter into all necessary documents and agreements, whether on behalf of the Strata Corporation or in the capacity as Liquidator to facilitate the sale;
- (i) to distribute or direct the distribution of the proceeds from the sale of the Quilchena Lands and the Strata Personal Property in accordance with the Interest Schedule; and
- (j) at the sole discretion of the Liquidator, to seek further orders or directions as may be necessary from the Court.

7. Pursuant to section 100(4)(a) of the *Land Title Act*, the consents of the Strata Owners and each holder of a registered charge on title to any of the Quilchena Lands are deemed to have been obtained and such consents are otherwise dispensed with for the purpose of filing any reference plan or explanatory plan with the Land Title Office in relation to the Quilchena Lands;

8. Upon completion of a sale of the Quilchena Lands and the Strata Personal Property (whether together or separately) which is approved by the Strata Owners, to a purchaser or purchasers (hereinafter, the "**Purchaser**"), the sale proceeds, including deposits and after adjustments, shall be paid by or on behalf of the Purchaser to KKBL, in trust, to stand in place and

stead of the Quilchena Lands and, if applicable, the Strata Personal Property, and may be paid out or dealt with by KKBL in the following manner, in accordance with the terms of this Order, and at the direction of the Liquidator:

- (a) Firstly, in payment of all matters of adjustment with respect to the sale of the Quilchena Lands, including without limitation outstanding water and sewer rates, and interest and penalties thereon, owing or payable by the Strata Corporation in connection with the Quilchena Lands (the "**Adjustments**") and, in the event any Strata Owner(s) is responsible for all or a part of the Adjustments paid pursuant to this subparagraph, then the amount of the Adjustments attributable to that Strata Owner(s) and paid from the sale proceeds (the "**Individual Adjustment**") shall be deducted from that portion of the sale proceeds otherwise to be paid to that Strata Owner(s) in accordance with the Interest Schedule;
- (b) Secondly, in payment of any Liquidator or legal fees, including disbursements and taxes, real estate commission, appraiser's fees and other similar expenses incurred by the Strata Corporation or the Liquidator in relation to this proceeding and the sale of the Quilchena Lands and the Strata Personal Property;
- (c) Thirdly, the remainder of the sale proceeds shall be divided rateably among the Strata Owners in accordance with their entitlement under the Interest Schedule and, in advance of any payment to the Strata Owners;
 - (i) any Individual Adjustments paid or payable on behalf of a particular Strata Owner(s) including, without limitation, outstanding property taxes, strata fees and interest and penalties thereon, shall be deducted from the individual entitlement of the particular Strata Owner(s);
 - (ii) in the case of any Strata Owner(s) with mortgages, judgments or other financial charges or encumbrances registered on title to their interest in the Quilchena Lands immediately before title is vested in the

Liquidator, which remain on title registered in the name of the Liquidator at the time of sale of the Quilchena Lands, payment of the outstanding balance on such obligations shall be made to each of the mortgagees and/or creditors (as the case may be) from the individual entitlement of the particular Strata Owner(s) in exchange for a registrable discharge of such encumbrance, or such other satisfactory arrangements be entered in to by the Liquidator with such mortgagees and/or creditors in order to obtain a discharge of such encumbrance, failing which, the Liquidator shall be at liberty to seek further relief from this Court, including by way of vesting order, and in this regard, holders of such encumbrances are hereby directed and authorized to release to the Liquidator or its counsel the amount of any outstanding balance or payout figure; and

- (iii) the remainder of the sale proceeds attributed to a particular Strata Owner(s), in accordance with the Interest Schedule, subject to a holdback as determined by the Liquidator for costs to complete the mandate of the Liquidator, shall be paid to such Strata Owner(s) or as directed in writing by that Strata Owner(s).

9. 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.


10. The Liquidator and its legal counsel shall pass their accounts from time to time, and for this purpose, the accounts of the Liquidator and its legal counsel are hereby referred to a Judge of this Court and may be heard on a summary basis.

11. Prior to passing its accounts, the Liquidator be at liberty from time to time to apply reasonable amounts out of the monies in its hands against its fees and disbursements (and applicable

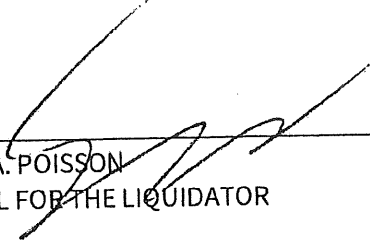
taxes), including legal costs of the Liquidator, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

12. The parties to this proceeding, including the Liquidator, 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 NWS 243 (also known as Strata Plan NW 243).

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:

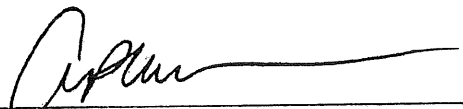


ALLYSON L. BAKER
COUNSEL FOR THE PETITIONER



SHAWN A. POISSON
COUNSEL FOR THE LIQUIDATOR

BY THE COURT:



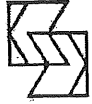
Registrar

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.
DATED: JUN 24 2022



Authorized Signing Officer
WILLIAM PETTIT





KOFFMAN KALEF LLP
BUSINESS LAWYERS

Reply to: Erin K. Tait
Direct line: 604-891-3618
Email: ekt@kkbl.com
File No.: 55968-2

October 24, 2022

New Westminster Land Title Office
Suite 500 - 11 Eighth Street
New Westminster, British Columbia
Canada V3M 3N7

Attention: Land Title Examiner

Dear Sirs:

Re: In the Matter of the Application for the Cancellation of Strata Plan NWS 243 (also known as NW 243) and the Dissolution of The Owners, Strata Plan NWS 243 (the "**Strata Corporation**")
In the Matter of Division 2 of Part 16 of the *Strata Property Act*, SBC 1998, C. 43, BCSC Action No. S-1913384 (the "**Action**")

We are legal counsel to John McEown of McEown and Associates Ltd. (the "**Liquidator**"), the court-appointed liquidator of the Strata Corporation. Further to Section 3 of the Order Made After Application (the "**Order**") obtained on June 23, 2022 we hereby authorize registration of the Order.

Should you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

KOFFMAN KALEF LLP

Per: 

Erin K. Tait

EKT/cet
Encl.

INTEREST SCHEDULE

In accordance with section 278 of the *Strata Property Act*:

(1)(a) State whether the strata corporation holds land in its name, or has land held on its behalf, that is not shown on the strata plan.

The Strata Corporation does not hold any land in its name, and does not have any land held on its behalf, that is not shown on the strata plan.

(1)(b) Identify land shown on the strata plan and land held in the name of or on behalf of the strata corporation, but not shown on the strata plan, by legal description sufficient to allow the registrar to identify it in the records of the land title office.

Land	Legal Description
Common Property	See legal descriptions for Strata Lots 1 through 68 inclusive
1	PID: 001 219 642 Strata Lot 1 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
2	PID: 001 219 651 Strata Lot 2 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
3	PID: 001 219 669 Strata Lot 3 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
4	PID: 001 219 677 Strata Lot 4 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
5	PID: 001 219 685 Strata Lot 5 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
6	PID: 001 219 693 Strata Lot 6 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
7	PID: 001 219 707 Strata Lot 7 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
8	PID: 001 219 723 Strata Lot 8 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
9	PID: 000 626 503 Strata Lot 9 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
10	PID: 001 219 731 Strata Lot 10 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
11	PID: 001 219 740 Strata Lot 11 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
12	PID: 001 219 758 Strata Lot 12 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
13	PID: 001 219 766 Strata Lot 13 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
14	PID: 001 219 774 Strata Lot 14 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
15	PID: 001 219 782 Strata Lot 15 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
16	PID: 001 219 791 Strata Lot 16 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
17	PID: 001 219 804 Strata Lot 17 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
18	PID: 001 219 812 Strata Lot 18 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
19	PID: 001 219 821 Strata Lot 19 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
20	PID: 001 219 839 Strata Lot 20 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
21	PID: 001 219 847 Strata Lot 21 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
22	PID: 001 219 855 Strata Lot 22 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
23	PID: 001 219 863 Strata Lot 23 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
24	PID: 001 219 871 Strata Lot 24 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
25	PID: 001 219 880 Strata Lot 25 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
26	PID: 001 219 898 Strata Lot 26 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
27	PID: 001 219 901 Strata Lot 27 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
28	PID: 001 219 910 Strata Lot 28 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
29	PID: 000 921 939 Strata Lot 29 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
30	PID: 001 219 928 Strata Lot 1 Section 30 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
31	PID: 001 219 936 Strata Lot 31 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
32	PID: 001 219 944 Strata Lot 32 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
33	PID: 001 219 952 Strata Lot 33 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
34	PID: 000 942 120 Strata Lot 34 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
35	PID: 001 219 961 Strata Lot 35 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
36	PID: 001 219 979 Strata Lot 36 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
37	PID: 001 219 995 Strata Lot 37 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
38	PID: 001 220 004 Strata Lot 38 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
39	PID: 001 220 012 Strata Lot 39 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
40	PID: 000 511 412 Strata Lot 40 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
41	PID: 001 220 021 Strata Lot 41 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
42	PID: 001 220 047 Strata Lot 42 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
43	PID: 001 220 063 Strata Lot 43 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
44	PID: 001 220 071 Strata Lot 44 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
45	PID: 001 220 098 Strata Lot 45 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
46	PID: 001 220 101 Strata Lot 46 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
47	PID: 001 220 136 Strata Lot 47 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
48	PID: 001 220 144 Strata Lot 48 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
49	PID: 001 220 161 Strata Lot 49 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
50	PID: 001 220 187 Strata Lot 50 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
51	PID: 001 220 195 Strata Lot 51 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
52	PID: 001 220 209 Strata Lot 52 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
53	PID: 001 220 225 Strata Lot 53 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
54	PID: 000 566 411 Strata Lot 54 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
55	PID: 001 220 250 Strata Lot 55 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
56	PID: 000 681 938 Strata Lot 56 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
57	PID: 001 220 276 Strata Lot 57 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
58	PID: 001 220 292 Strata Lot 58 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
59	PID: 001 220 314 Strata Lot 59 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

Land	Legal Description
60	PID: 000 523 241 Strata Lot 60 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
61	PID: 001 220 322 Strata Lot 61 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
62	PID: 001 220 349 Strata Lot 62 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
63	PID: 001 220 365 Strata Lot 63 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
64	PID: 001 220 373 Strata Lot 64 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
65	PID: 001 220 390 Strata Lot 65 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
66	PID: 001 220 411 Strata Lot 66 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
67	PID: 001 220 438 Strata Lot 67 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
68	PID: 001 220 446 Strata Lot 68 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

(1)(c) List the name and postal address of each owner.

SL #	Name(s) of owner(s)	Postal Address of owner(s)
1	PHILLIP HUGH ABBOTT	1 – 7491 No. 1 Road Richmond, BC V7C 1T7
2	GUNN ALSAKER	2 – 7491 No. 1 Road Richmond, BC V7C 1T7
3	BARBARA ANN FORREST	3 – 7491 No. 1 Road Richmond, BC V7C 1T7
4	MARY ELIZABETH O'SULLIVAN	4 – 7491 No. 1 Road Richmond, BC V7C 1T7
5	CALVIN YUN CHEUNG KAM	5 – 7491 No. 1 Road Richmond, BC V7C 1T7
6	ANNA MARIA BLOSSOM	6 - 7491 No. 1 Road Richmond, BC V7C 1T7
7	CHARLOTTE ETSUMI TAKASAKI	3500 Vinmore Avenue Richmond, BC V7C 1S5
8	HUGH GLENN FREIBERG	8 – 7491 No. 1 Road Richmond, BC V7C 1T7
9	ANTONIO OLEGARIO TAPIA and MARIA ISABEL GONZALEZ TAPIA, AS JOINT TENANTS	2420 Triumph Street Vancouver, BC V5K 1S5
10	STEPHEN DONALD CATT	10 – 7491 No. 1 Road Richmond, BC V7C 1T7
11	DENNIS CHI KEUNG HO and YUK LIN IRENE NGAN, AS JOINT TENANTS	11 – 7491 No. 1 Road Richmond, BC V7C 1T7
12	JUNE SANAE KURAMOTO	12 – 7491 No. 1 Road Richmond, BC V7C 1T7
13	DAVID ANDREW MOFFATT and CATHERINE JANE MOFFATT, AS JOINT TENANTS	13 – 7491 No. 1 Road Richmond, BC V7C 1T7
14	DANIEL DOUGLAS CAMPBELL and CHRISTINE JEAN MIDDLEMASS, AS JOINT TENANTS	14 – 7491 No. 1 Road Richmond, BC V7C 1T7

SL #	Name(s) of owner(s)	Postal Address of owner(s)
15	ROY REGINALD SINGH and ROMITA NAUDEEP PRAKASH SINGH, AS JOINT TENANTS	42 – 7518 138 Street Surrey, BC V3W 1S1
16	JOHN KOWALCHUK	16 – 7491 No. 1 Road Richmond, BC V7C 1T7
17	CHUNQIU LIU and YANGBO HUANG, AS JOINT TENANTS	17 – 7491 No. 1 Road Richmond, BC V7C 1T7
18	THALON YAU and FANG LI, AS JOINT TENANTS	18 – 7491 No. 1 Road Richmond, BC V7C 1T7
19	EMMY MAY PANG	10-12331 McNeely Drive Richmond, BC V6V 2S3
20	IAIN DAVID HAMMOND and MARGARET ANNE WATTS-HAMMOND, AS JOINT TENANTS	20 – 7491 No. 1 Road Richmond, BC V7C 1T7
21	THE LUONG LY	21 – 7491 No. 1 Road Richmond, BC V7C 1T7
22	PATRICIA ANNI ROLLINGS	22 – 7491 No. 1 Road Richmond, BC V7C 1T7
23	MASAKO MURAKI and MASAOMI MURAKI, AS JOINT TENANTS	23 – 7491 No. 1 Road Richmond, BC V7C 1T7
24	DIANE LOUISE KERLEY	24 – 7491 No. 1 Road Richmond, BC V7C 1T7
25	ALFRED PARAYNO, LOURDES PARAYNO, JONATHAN PARAYNO and ALDREED PARAYNO, AS JOINT TENANTS	25 – 7491 No. 1 Road Richmond, BC V7C 1T7
26	MAX GUSTAV KLUTH	26 – 7491 No. 1 Road Richmond, BC V7C 1T7
27	ALICE ANN SANDERSON	27 – 7491 No. 1 Road Richmond, BC V7C 1T7

SL #	Name(s) of owner(s)	Postal Address of owner(s)
28	PATRICK JUN SOO, EXECUTOR OF THE WILL OF TERRY SOO, DECEASED, SEE CA7927811	746 Gilchrist Drive Delta, BC V4M 3L5
29	JUNYU WANG and XIAO MAO YU, AS JOINT TENANTS	29 – 7491 No. 1 Road Richmond, BC V7C 1T7
30	DEREK RONALD CHAPMAN and ELLEN CHAPMAN, AS JOINT TENANTS	30 – 7491 No. 1 Road Richmond, BC V7C 1T7
31	MARTINA KLARA FRANK	31 – 7491 No. 1 Road Richmond, BC V7C 1T7
32	ALPHEE JOSEPH LEVESQUE and YVETTE MARIA SCHOLTEN, AS JOINT TENANTS	32 – 7491 No. 1 Road Richmond, BC V7C 1T7
33	WENDY ANN BROWN	33 – 7491 No. 1 Road Richmond, BC V7C 1T7
34	LARRY ROBERT SCHERBAN and SANDRA MARIE SCHERBAN, AS JOINT TENANTS	34 – 7491 No. 1 Road Richmond, BC V7C 1T7
35	SIGRID ALSAKER AVILA	35 – 3900 Moresby Drive Richmond, BC V7C 4G6
36	EDUARDO RAFAEL SAGUIN and LIZA SAGUIN, AS JOINT TENANTS	36 – 3900 Moresby Drive Richmond, BC V7C 4G6
37	STEVEN JOHN CALVERT and MARINA CHARLENE CALVERT, AS JOINT TENANTS	37 – 3900 Moresby Drive Richmond, BC V7C 4G6
38	VANIA NARDI TOSETTI	38 – 3900 Moresby Drive Richmond, BC V7C 4G6
39	GERALD STEPHEN CHEW	39 – 3900 Moresby Drive Richmond, BC V7C 4G6
40	ESTHER JUDY CALDES	40 – 3900 Moresby Drive Richmond, BC V7C 4G6

SL #	Name(s) of owner(s)	Postal Address of owner(s)
41	JOHN DVORAK	41 – 3900 Moresby Drive Richmond, BC V7C 4G6
42	GUANG HAO LIU	42 – 3900 Moresby Drive Richmond, BC V7C 4G6
43	WEI XU and XIAO MEI TIE, AS JOINT TENANTS	43 – 3900 Moresby Drive Richmond, BC V7C 4G6
44	WILLIAM BAYNA DAZ and LOIDA GARCIA DAZ, AS JOINT TENANTS	44 – 3900 Moresby Drive Richmond, BC V7C 4G6
45	WILLIAM BRADLEY HAWKINS and SANDRA ELIZABETH HAWKINS, AS JOINT TENANTS	45 – 3900 Moresby Drive Richmond, BC V7C 4G6
46	LAWRENCE SULLIVAN and JANET SULLIVAN, AS JOINT TENANTS	46 – 3900 Moresby Drive Richmond, BC V7C 4G6
47	TIMOTHY TINNOCK CHU and DORA CHUNG YAN HO, AS JOINT TENANTS	47 – 3900 Moresby Drive Richmond, BC V7C 4G6
48	ROSS MACKENZIE GRAY	48 – 3900 Moresby Drive Richmond, BC V7C 4G6
49	WILLIAM MARSHALL SHIELDS and COLLEEN ANNA PELLETIER, AS JOINT TENANTS	49 – 3900 Moresby Drive Richmond, BC V7C 4G6
50	LEI CHEN	50 – 3900 Moresby Drive Richmond, BC V7C 4G6
51	ANDREW KAM YIM CHOW and MAN HEI ESTHER CHOW, AS JOINT TENANTS	51 – 3900 Moresby Drive Richmond, BC V7C 4G6
52	JOACHIM FREDERIC KOHLBERG	52 – 3900 Moresby Drive Richmond, BC V7C 4G6
53	GRANT WARREN MIYASAKI	53 – 3900 Moresby Drive Richmond, BC V7C 4G6

SL #	Name(s) of owner(s)	Postal Address of owner(s)
54	HENGTAI YU and GUIFU WANG, AS JOINT TENANTS	54 – 3900 Moresby Drive Richmond, BC V7C 4G6
55	ROBERT FRANKLIN BELL and KATHLEEN ANNE BELL, AS JOINT TENANTS	55 – 3900 Moresby Drive Richmond, BC V7C 4G6
56	JENNIFER HUI FANG WANG	7691 Curzon Street Richmond, BC V7C 4H8
57	SHANNON WAYNE DEMETRIOS LENTZ and VANJA LENTZ, AS JOINT TENANTS	57 – 3900 Moresby Drive Richmond, BC V7C 4G6
58	KIT MAN CHUNG and ANDREW WAI KIN TANG, AS JOINT TENANTS	58 – 3900 Moresby Drive Richmond, BC V7C 4G6
59	RONALD HUNG KAY CHAN and KITTY KIT LIK-SI CHAN, AS JOINT TENANTS	59 – 3900 Moresby Drive Richmond, BC V7C 4G6
60	YUEN FAN ERICA WONG	60 – 3900 Moresby Drive Richmond, BC V7C 4G6
61	NIKOLAI FONAREV and JULIA FONAREV, AS JOINT TENANTS	61 – 3900 Moresby Drive Richmond, BC V7C 4G6
62	CYPRESS INTERNATIONAL SALES CORP., INC. NO. BC0535994	4146 Madeley Road North Vancouver, BC V7N 4C9
63	REGINALD EDWARD POPE and CATHERINE MARY POPE, AS JOINT TENANTS	63 – 3900 Moresby Drive Richmond, BC V7C 4G6
64	CHUN KAU FU and WAI KUEN FU TSE, AS JOINT TENANTS	64 – 3900 Moresby Drive Richmond, BC V7C 4G6
65	MARCO CANTALUPPI and NADINE LYNN COLE, AS JOINT TENANTS	65 – 3900 Moresby Drive Richmond, BC V7C 4G6
66	KAR YAN MARGARITA POON	66 – 3900 Moresby Drive Richmond, BC V7C 4G6

SL #	Name(s) of owner(s)	Postal Address of owner(s)
67	KIET DINH PHUNG	67 – 3900 Moresby Drive Richmond, BC V7C 4G6
68	SIU TING LEE and HO KWEN MAK, AS JOINT TENANTS	68 – 3900 Moresby Drive Richmond, BC V7C 4G6

(1)(d) List the name, postal address and the estimated value of the interest of each holder of a registered charge against the land.

Registered charges against the common property

Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
Legal Notation: SRW Plan 47102	Not disclosed - unknown	Not disclosed - unknown
The Owners, Strata Plan NW 505 (Easement filed under RD26862)	c/o Strataco Management Ltd. 805 Anderson Road Richmond, BC	Not disclosed - unknown
Duncan Littles (Undersurface Rights filed under X163182, see 83535E)	3537 Angus Ave Vancouver, BC	\$2,600.00
The Corporation of the Township of Richmond (Statutory Right of Way filed under K109274)	691 No. 3 Road Richmond, BC	Not disclosed – unknown
Her Majesty the Queen in Right of Canada (Zoning Regulation and Plan filed under T17084)	Vancouver International Airport PO Box 44638 YVR Domestic Terminal RPO Richmond, BC V7B 1W2	Not disclosed - unknown

Registered charges against the strata lots

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
1 through 68 (excluding SL 40)	Legal Notation: Easement filed under RD28168, see RD26862) over Strata Plan NW 505	The Owners, Strata Plan NW 505 c/o Strataco Management Ltd. 805 Anderson Road Richmond, BC	Not disclosed - unknown
1 through 68 (excluding SL 34, 40, 54, 56, 60)	Legal Notation: Her Majesty the Queen in Right of Canada (Zoning Regulation and Plan filed under T17084)	Vancouver International Airport PO Box 44638 YVR Domestic Terminal RPO Richmond, BC V7B 1W2	Not disclosed - unknown
1	Home Equity Mortgage Corporation (Mortgage filed under CA2779153)	600 – 45 St. Clair Avenue West Toronto, ON M4V 1K9	\$198,495.00
2	The Bank of Nova Scotia (Mortgage filed under CA1251984)	6498 Fraser Street Vancouver, BC V5W 3A5	The obligation in the Mortgage
3	No additional registered charges against strata lot		
4	No additional registered charges against strata lot		

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
5	Bank of Montreal (Mortgage filed under CA2007916)	100 – 6088 No. 3 Road Richmond, BC V6Y 2B3	\$374,400.00
6	The Toronto-Dominion Bank (Mortgage filed under CA4606451)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$317,850.00
7	No additional registered charges against strata lot		
8	The Toronto-Dominion Bank (Mortgage filed under BB1237618)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$57,000.00
	The Toronto-Dominion Bank (Mortgage filed under CA2440696)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$453,000.00
	The Toronto-Dominion Bank (Priority Agreement filed under CA2527744)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	
9	The Toronto-Dominion Bank (Mortgage filed under CA1834252)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$498,750.00

- 17 -

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
9 (cont'd)	The Toronto-Dominion Bank (Mortgage filed under BB1961806)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$125,000.00
10	Royal Bank of Canada (Mortgage filed under CA1379049)	180 Wellington Street West, 1st Fl Toronto, ON M5J 1J1	\$365,000.00
	Donald Hugh Catt and Diane Joy Catt, as joint tenants (Mortgage filed under CA7393967)	5318 Galleon Place Delta, BC V4K 5A5	\$54,500.00
11	HSBC Bank Canada (Mortgage filed under CA9504284)	1160 – 4151 Hazelbridge Way Richmond, BC V6X 4J7	\$710,000.00
12	No additional registered charges against strata lot		
13	The Toronto-Dominion Bank (Mortgage filed under CA8800415)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$237,000.00
	The Toronto-Dominion Bank (Mortgage filed under CA9286957)	500 Edmonton City Centre E. 10205-101 Street, 5 th Fl. Edmonton, AB T5J 5E8	\$326,260.00

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
14	Bank of Montreal (Mortgage filed under BV300447)	Lending Operations Service Centre 625 – 42nd Avenue, N.E. PO Box 4750, Stn C Calgary, AB T2T 5Z8	\$90,000.00
	Bank of Montreal (Mortgage filed under BA440305)	129 St. Jacques Montreal, QC H2Y 1L6	\$209,000.00
15	Gulf and Fraser Fishermen's Credit Union (No. 1 Road) (Mortgage filed under CA3281244)	120 – 8900 No. 1 Road Richmond, BC V7C 3C1	The obligation in the Mortgage
16	First National Financial GP Corporation (Mortgage filed under CA95849)	100 University Avenue Suite 700, North Tower Toronto, ON M5J 1V6	\$280,000.00
17	The Toronto-Dominion Bank (Mortgage filed under CA9639602)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$761,000.00
18	HSBC Bank Canada (Mortgage filed under BB1266781)	9/F., 1111 West Georgia Street Vancouver, BC V6E 4M3	\$395,000.00
19	No additional registered charges against strata lot		

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
20	Canadian Imperial Bank of Commerce (Mortgage filed under CA7052638)	PO Box 115 Commerce Court Postal Stn Toronto, ON M5L 1E5	\$710,000.00
21	Canadian Imperial Bank of Commerce (Mortgage filed under CA9494008)	Box 115, Commerce Court Postal Station Toronto, ON M5L 1E5	\$739,000.00
22	No additional registered charges against strata lot		
23	Scotia Mortgage Corporation (Mortgage filed under CA2772923)	Unit 106, 2618 McMillan Road Abbotsford, BC V3G 1C4	\$290,000.00
24	No additional registered charges against strata lot		
25	The Toronto-Dominion Bank (Mortgage filed under CA8667066)	500 Edmonton City Center East 10205 – 101 Street, 5 th Floor Edmonton, AB T5J 5E8	\$331,000.00
26	No additional registered charges against strata lot		
27	No additional registered charges against strata lot		

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
28	No additional registered charges against strata lot		
29	Royal Bank of Canada (Mortgage filed under CA9585490)	10 York Mills Road, 3 rd Floor Toronto, ON M2P 0A2	\$596,000.00
30	No additional registered charges against strata lot		
31	The Toronto-Dominion Bank (Mortgage filed under BB1146792)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$175,000.00
32	Coast Capital Savings Credit Union (Mortgage filed under CA1420008)	Suite 1900 – 13450 – 102 Avenue Surrey, BC V3T 5Y1	\$500,000.00
33	No additional registered charges against strata lot		
34	Vancouver City Savings Credit Union, in trust, (see BL051963) (Mortgage filed under CA2493959)	501 W. 10th Avenue Vancouver, BC V5Z 1K9	The obligation in the Mortgage
35	North Shore Credit Union (Mortgage filed under CA3074311)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	The obligation in the Mortgage

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
36	Manulife Bank of Canada (Mortgage filed under CA7481689)	500 King Street North Delivery Station 500-M-A Waterloo, ON N2J 4C6	The obligation in the Mortgage
37	The Toronto-Dominion Bank (Mortgage filed under CA7813950)	500 Edmonton City Centre E. Edmonton, AB T5J 5E8	\$450,000.00
38	Home Equity Mortgage Corporation (Mortgage filed under CA3511973)	1881 Yonge Street, Suite 300 Toronto, ON M4S 3C4	\$195,495.00
39	Canadian Imperial Bank of Commerce (Mortgage filed under CA8707478)	PO Box 115 Commerce Court Postal Stn Toronto, ON M5L 1E5	\$680,000.00
40	No registered charges against strata lot		
41	LEGAL NOTATION: Shamas Nanji, Administrator of the Estate of Jabeen Dvorak, Deceased (Transmission to Executor or Administrator filed under CA4464020)	80 – 3311 – 58 Street Edmonton, AB T6L 6X3	Not disclosed - unknown
42	No additional registered charges against strata lot		

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
43	The Bank of Nova Scotia (Mortgage filed under BW102716)	#9 – 4299 Kingsway Burnaby, BC V5H 1Z5	The obligation in the Mortgage
44	Royal Bank of Canada (Mortgage filed under CA516061)	180 Wellington Street West, 2/F. Toronto, ON M5J 1J1	\$338,729.63
45	No additional registered charges against strata lot		
46	Canadian Imperial Bank of Commerce (Mortgage filed under BR102936)	6011 No. 3 Road Richmond, BC V6Y 2B2	\$100,000.00
47	Canadian Imperial Bank of Commerce (Mortgage filed under CA9979432)	33 Yonge Street Suite 700 Toronto, ON M5E 1G4	\$475,000.00
48	Vancouver City Savings Credit Union, in trust, (see BL051963) (Mortgage filed under BB0774248)	1215 56th Street Delta, BC V4L 2A6	The obligation in the Mortgage
49	The Bank of Nova Scotia (Mortgage filed under BB1153689)	112 – 4940 No. 3 Road Richmond, BC V6X 3A5	The obligation in the Mortgage

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
50	Gulf and Fraser Fishermen's Credit Union, No. FI 95 (Mortgage filed under CA8267257)	7375 Kingsway Burnaby, BC V3N 3B2	The obligation in the Mortgage
	Gulf and Fraser Fishermen's Credit Union, No. FI 95 (Assignment of Rents filed under CA8267258)	7375 Kingsway Burnaby, BC V3N 3B2	The obligation in the Mortgage
51	The Toronto-Dominion Bank (Mortgage filed under CA5648390)	500 Edmonton City Centre E. 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$500,000.00
52	Manulife Bank of Canada (Mortgage filed under CA9916616)	500 King Street North Delivery Station 500-G-A Waterloo, ON N2J 9V9	\$562,316.00
53	Royal Bank of Canada (Mortgage filed under CA3303530)	10 York Mills Road, 3/F Toronto, ON M2P 0A2	\$328,000.00
54	Canadian Imperial Bank of Commerce (Mortgage filed under CA1252331)	1 – 8750 No. 1 Road Richmond, BC V7C 1V2	\$160,000.00

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
55	No additional registered charges against strata lot		
56	HSBC Bank Canada (Mortgage filed under CA7657241)	3rd Floor, 2910 Virtual Way Vancouver, BC V5M 0B2	\$800,000.00
57	Computershare Trust Company of Canada, Incorporation No. 52313 (Mortgage filed under CA9582176)	c/o Paradigm Quest Inc. 390 Bay Street, Suite 1800 Toronto, ON M5H 2Y2	\$600,000.00
58	The Toronto-Dominion Bank (Mortgage filed under CA8573568)	500 Edmonton City Centre East 10205 – 101 Street, 5 th Fl. Edmonton, AB T5J 5E8	\$320,083.00
59	No additional registered charges against strata lot		
60	Bank of Nova Scotia (Mortgage filed under CB35889)	Retail Mortgage and Auto Lending Operations 10 Wright Blvd Stratford, ON N4Z 1H3	The obligation in the Mortgage
61	No additional registered charges against strata lot		

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
62	No additional registered charges against strata lot		
63	The Toronto-Dominion Bank (Mortgage filed under BK407878)	1432 Kingsway Vancouver, BC V5N 2R5	\$58,300.00
	The Toronto-Dominion Bank (Mortgage filed under BB0789408)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$100,000.00
64	The Toronto-Dominion Bank (Mortgage filed under CA2177179)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$287,625.00
65	The Toronto-Dominion Bank (Mortgage filed under CA9678401)	500 Edmonton City Centre East 10205-101 st Street, 5 th Floor Edmonton, AB T5J 5E8	\$843,750.00
66	HSBC Bank Canada (Mortgage filed under CA9543151)	5688 Granville Street Vancouver, BC V6M 3C5	\$755,000.00
67	HSBC Bank Canada (Mortgage filed under CA9630672)	6168 No. 3 Road Richmond, BC V6Y 2B3	\$745,000.00

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
68	No additional registered charges against strata lot		

(1)(e) List the name, postal address and interest of each creditor of the strata corporation who is not a holder of a registered charge against the land.

NONE – Not Applicable. The Strata Corporation does not owe any money outside of ordinary course expenses, such as property management, hydro etc., which amounts are paid on an ongoing basis out of the operating fund as they come due.

(1)(f) List each owner's share of the proceeds of distribution in accordance with the Schedule of Interest Upon Destruction:

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
1	15,322	1.53220	15322/1000000
2	13,988	1.39880	13988/1000000
3	14,788	1.47880	14788/1000000
4	13,988	1.39880	13988/1000000

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
5	15,322	1.53220	15322/1000000
6	15,322	1.53220	15322/1000000
7	13,988	1.39880	13988/1000000
8	14,788	1.47880	14788/1000000
9	13,988	1.39880	13988/1000000
10	14,788	1.47880	14788/1000000
11	14,788	1.47880	14788/1000000
12	13,988	1.39880	13988/1000000
13	15,322	1.53220	15322/1000000
14	15,322	1.53220	15322/1000000
15	13,988	1.39880	13988/1000000
16	14,788	1.47880	14788/1000000
17	14,788	1.47880	14788/1000000
18	13,988	1.39880	13988/1000000
19	15,322	1.53220	15322/1000000
20	15,322	1.53220	15322/1000000
21	13,988	1.39880	13988/1000000
22	14,788	1.47880	14788/1000000
23	14,788	1.47880	14788/1000000
24	13,988	1.39880	13988/1000000
25	15,322	1.53220	15322/1000000

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
26	15,322	1.53220	15322/1000000
27	14,788	1.47880	14788/1000000
28	13,988	1.39880	13988/1000000
29	14,788	1.47880	14788/1000000
30	13,988	1.39880	13988/1000000
31	15,322	1.53220	15322/1000000
32	15,322	1.53220	15322/1000000
33	14,788	1.47880	14788/1000000
34	15,322	1.53220	15322/1000000
35	15,322	1.53220	15322/1000000
36	13,988	1.39880	13988/1000000
37	14,788	1.47880	14788/1000000
38	14,788	1.47880	14788/1000000
39	13,988	1.39880	13988/1000000
40	14,788	1.47880	14788/1000000
41	13,988	1.39880	13988/1000000
42	15,322	1.53220	15322/1000000
43	15,322	1.53220	15322/1000000
44	13,988	1.39880	13988/1000000
45	14,788	1.47880	14788/1000000
46	15,322	1.53220	15322/1000000

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
47	15,322	1.53220	15322/1000000
48	13,988	1.39880	13988/1000000
49	14,788	1.47880	14788/1000000
50	15,322	1.53220	15322/1000000
51	15,322	1.53220	15322/1000000
52	13,988	1.39880	13988/1000000
53	14,788	1.47880	14788/1000000
54	14,788	1.47880	14788/1000000
55	13,988	1.39880	13988/1000000
56	15,322	1.53220	15322/1000000
57	15,322	1.53220	15322/1000000
58	13,988	1.39880	13988/1000000
59	13,988	1.39880	13988/1000000
60	14,788	1.47880	14788/1000000
61	13,988	1.39880	13988/1000000
62	14,788	1.47880	14788/1000000
63	15,322	1.53220	15322/1000000
64	15,322	1.53220	15322/1000000
65	13,988	1.39880	13988/1000000
66	14,788	1.47880	14788/1000000
67	13,988	1.39880	13988/1000000

- 30 -

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
68	15,322	1.53220	15322/1000000
TOTAL	1,000,000	100.00000	1

END OF INTEREST SCHEDULE

Schedule of Fractional Interest
Strata Plan NWS 243

Strata Lot	Interest Upon Destruction	Percent of Distribution (%) Based Upon: [Strata Lot's Interest Upon Destruction Value / Total Interest Upon Destruction Value of all Strata Lots]	Undivided Fractional Interest	Owner's Share of the Proceeds of Distribution Based Upon: Schedule of Interest Upon Destruction [Strata Lot's Interest Upon Destruction Value / Total Interest Upon Destruction of all Strata Lots] multiplied by Sale Price of \$52,000,000.00
1	15,322	1.532200000%	15,322	\$ 796,744.00
2	13,988	1.398800000%	13,988	\$ 727,376.00
3	14,788	1.478800000%	14,788	\$ 768,976.00
4	13,988	1.398800000%	13,988	\$ 727,376.00
5	15,322	1.532200000%	15,322	\$ 796,744.00
6	15,322	1.532200000%	15,322	\$ 796,744.00
7	13,988	1.398800000%	13,988	\$ 727,376.00
8	14,788	1.478800000%	14,788	\$ 768,976.00
9	13,988	1.398800000%	13,988	\$ 727,376.00
10	14,788	1.478800000%	14,788	\$ 768,976.00
11	14,788	1.478800000%	14,788	\$ 768,976.00
12	13,988	1.398800000%	13,988	\$ 727,376.00
13	15,322	1.532200000%	15,322	\$ 796,744.00
14	15,322	1.532200000%	15,322	\$ 796,744.00
15	13,988	1.398800000%	13,988	\$ 727,376.00
16	14,788	1.478800000%	14,788	\$ 768,976.00
17	14,788	1.478800000%	14,788	\$ 768,976.00
18	13,988	1.398800000%	13,988	\$ 727,376.00
19	15,322	1.532200000%	15,322	\$ 796,744.00
20	15,322	1.532200000%	15,322	\$ 796,744.00
21	13,988	1.398800000%	13,988	\$ 727,376.00
22	14,788	1.478800000%	14,788	\$ 768,976.00
23	14,788	1.478800000%	14,788	\$ 768,976.00
24	13,988	1.398800000%	13,988	\$ 727,376.00
25	15,322	1.532200000%	15,322	\$ 796,744.00
26	15,322	1.532200000%	15,322	\$ 796,744.00
27	14,788	1.478800000%	14,788	\$ 768,976.00
28	13,988	1.398800000%	13,988	\$ 727,376.00
29	14,788	1.478800000%	14,788	\$ 768,976.00
30	13,988	1.398800000%	13,988	\$ 727,376.00
31	15,322	1.532200000%	15,322	\$ 796,744.00
32	15,322	1.532200000%	15,322	\$ 796,744.00
33	14,788	1.478800000%	14,788	\$ 768,976.00
34	15,322	1.532200000%	15,322	\$ 796,744.00
35	15,322	1.532200000%	15,322	\$ 796,744.00
36	13,988	1.398800000%	13,988	\$ 727,376.00
37	14,788	1.478800000%	14,788	\$ 768,976.00
38	14,788	1.478800000%	14,788	\$ 768,976.00
39	13,988	1.398800000%	13,988	\$ 727,376.00
40	14,788	1.478800000%	14,788	\$ 768,976.00
41	13,988	1.398800000%	13,988	\$ 727,376.00
42	15,322	1.532200000%	15,322	\$ 796,744.00
43	15,322	1.532200000%	15,322	\$ 796,744.00
44	13,988	1.398800000%	13,988	\$ 727,376.00
45	14,788	1.478800000%	14,788	\$ 768,976.00
46	15,322	1.532200000%	15,322	\$ 796,744.00
47	15,322	1.532200000%	15,322	\$ 796,744.00
48	13,988	1.398800000%	13,988	\$ 727,376.00
49	14,788	1.478800000%	14,788	\$ 768,976.00
50	15,322	1.532200000%	15,322	\$ 796,744.00

51	15,322	1.532200000%	15,322	\$	796,744.00
52	13,988	1.398800000%	13,988	\$	727,376.00
53	14,788	1.478800000%	14,788	\$	768,976.00
54	14,788	1.478800000%	14,788	\$	768,976.00
55	13,988	1.398800000%	13,988	\$	727,376.00
56	15,322	1.532200000%	15,322	\$	796,744.00
57	15,322	1.532200000%	15,322	\$	796,744.00
58	13,988	1.398800000%	13,988	\$	727,376.00
59	13,988	1.398800000%	13,988	\$	727,376.00
60	14,788	1.478800000%	14,788	\$	768,976.00
61	13,988	1.398800000%	13,988	\$	727,376.00
62	14,788	1.478800000%	14,788	\$	768,976.00
63	15,322	1.532200000%	15,322	\$	796,744.00
64	15,322	1.532200000%	15,322	\$	796,744.00
65	13,988	1.398800000%	13,988	\$	727,376.00
66	14,788	1.478800000%	14,788	\$	768,976.00
67	13,988	1.398800000%	13,988	\$	727,376.00
68	15,322	1.532200000%	15,322	\$	796,744.00
TOTAL	1,000,000	100%	1,000,000	\$	52,000,000.00

CERTIFIED COPY OF STRATA CORPORATION RESOLUTION

The undersigned, being members of the Strata Council of The Owners, Strata Plan NWS243 (the "Strata Corporation") do hereby certify the following:


- (1) the attached Schedule A to be a true copy of a resolution passed by the Strata Corporation on the 26th day of September 2019, which resolution has not been rescinded and, except to the extent amended by way of the Orders of Mr. Justice Mayer, made June 23, 2022, in *Re: The Owners, Strata Plan NWS 243 (also known as The Owners, Strata Plan NW 243), In the Matter of Division 2 of Part 16 of the Strata Property Act, SBC, 1998, c. 43*, BCSC Vancouver Registry No. S-1913384 and the section 282 ¾ vote resolution passed by the Strata Corporation on the 21st of July 2022 (the "Section 282 Resolution"), is in full force and effect as of the date hereof; and
- (2) the attached Schedule B to be a true copy of the Section 282 Resolution, which resolution has not been rescinded and is in full force and effect as of the date hereof.

Dated the 18 day of October, 2022

THE OWNERS, STRATA PLAN NWS 243

Per: 
 Shannon Lentz
 Authorized Signatory
 Member of Strata Council

Per: 
 Marlene Shields
 Authorized Signatory
 Member of Strata Council

This is Exhibit " J " referred to in the
 affidavit of Jillian Sych
 made before me at Vancouver
 this 6 day of August, 2024

 A Commissioner for taking Affidavits
 within British Columbia

Schedule A
**ALL INFORMATION IN THIS NOTICE PACKAGE
 (INCLUDING THE REFERENCED PURCHASE AND SALE AGREEMENT)
 IS CONFIDENTIAL**

**RESOLUTION #1
 80% VOTE RESOLUTION OF THE OWNERS, STRATA PLAN NWS243
 TO APPROVE CANCELLATION OF STRATA PLAN, APPOINTMENT OF LIQUIDATOR,
 DISPOSITION OF PROPERTY BY LIQUIDATOR, AND
 APPROVAL OF EXPENDITURES FOR ESTIMATED COSTS OF WINDING UP
 (Sections 96, 277, 278 and 282(1) of the *Strata Property Act*)**

WHEREAS:

- A. The owners of the strata lots comprising Strata Plan NWS243, in light of the offer to purchase all of the lands and building comprising Strata Plan NWS243 inclusive of all strata lots (collectively the "**Strata Lands**") received from Ledingham McAllister Communities Ltd., would like to voluntarily wind up The Owners, Strata Plan NWS243 (the "**Strata Corporation**") with a liquidator (the "**Liquidator**") in accordance with Division 2 of Part 16 of the *Strata Property Act* (the "**Act**");
- B. Pursuant to section 277(1) of the *Strata Property Act* (the "**Act**"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of the Liquidator;
- C. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan NWS243, including Strata Lots 1 through 68 inclusive, in accordance with:
- (1) the purchase and sale agreement between the Strata Corporation and Ledingham McAllister Communities Ltd. ("**LedMac**"), dated August 17, 2018 as amended by amendments dated January 28, 2019, February 27, 2019, April 11, 2019, May 16, 2019, May 21, 2019 and July 30, 2019 (collectively the "**Purchase and Sale Agreement**"); and
 - (2) the listing agreement between the Strata Corporation and Macdonald Commercial Real Estate Services Ltd., dated February 1, 2018 (the "**Listing Agreement**"),
- (collectively the "**Disposition**");
- C. Pursuant to section 282(2) of the *Act*, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a 3/4 vote at an annual or special general meeting, or the disposition is void;
- D. Pursuant to section 96 of the *Act*, the expenditure of funds from the contingency reserve fund to pay for costs associated with the winding up.

BE IT RESOLVED by:

- (a) an 80% vote of the Strata Corporation that pursuant to sections 277 and 278 of the *Act*, the following be approved:
- (i) the appointment of McEown + Associates Ltd., as represented by John McEown, with an address for business at 1140 – 800 West Pender, Vancouver, BC V6C 2V6, as the liquidator;
 - (ii) the cancellation of Strata Plan NWS243;
 - (iii) the dissolution of the Strata Corporation;
 - (iv) the surrender to the liquidator of each owner's interest in:
 - A. land shown on the strata plan;
 - B. land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
 - C. personal property held by or on behalf of the Strata Corporation;

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- (vii) the estimated costs of the winding up at \$400,000; and
 - (viii) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1A;
- (b) a $\frac{3}{4}$ vote of the Strata Corporation that, pursuant to section 282 of the Act:
- (i) the Disposition be approved;
 - (ii) the terms, conditions, execution and delivery of each of the Purchase and Sale Agreement and the Listing Agreement be ratified;
- (d) a $\frac{3}{4}$ vote of the Strata Corporation that, pursuant to section 96 of the Act, the Strata Corporation authorized to expend up to \$150,000 from the contingency reserve fund to pay for some of the anticipated costs associated with the winding up, including the cost of obtaining any consultants reports regarding the current condition and cost to repair the buildings and other improvements on and within the boundaries of Strata Plan NWS243.

NOTES TO RESOLUTION #1: In the event that the owners vote in favour of the winding up and a sale of the Quilchena Park Estates complex to the purchaser, Ledingham McAllister Communities Ltd. or its permitted assignee ("LedMac"), via Resolution #1, there are provisions in the purchase and sale agreement with the Strata Corporation (the "Strata PSA") regarding the execution of individual purchase and sale agreements. If all registered owners do not agree to sign individual purchase and sale agreements with the purchaser in accordance with the Strata PSA, the sale process must proceed through a winding up with a need for court approval. The court documents are to be filed with the Court within 60 days after the September 26, 2019 special general meeting.

With respect to the payment of the anticipated costs of the winding up, the Strata PSA provides that, following waiver or satisfaction of the Purchaser's Condition, LedMac will authorize the release of up to \$100,000 to the Strata Corporation from the deposit amounts posted to date by LedMac to contribute to legal and liquidation costs.

Any additional costs not covered by the approved expenditure from the contingency reserve fund or the deposit release by LedMac would be paid out of the proceeds of the sale to LedMac.

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**Schedule 1A to 80% Vote Resolution #1 – Interest Schedule
(Section 278(1) of the *Strata Property Act*)**

In accordance with section 278 of the *Strata Property Act*:

(1)(a) State whether the strata corporation holds land in its name, or has land held on its behalf, that is not shown on the strata plan.

The Strata Corporation does not hold any land in its name, and does not have any land held on its behalf, that is not shown on the strata plan.

(1)(b) Identify land shown on the strata plan and land held in the name of or on behalf of the strata corporation, but not shown on the strata plan, by legal description sufficient to allow the registrar to identify it in the records of the land title office.

Land	Legal Description
Common Property	See legal descriptions for Strata Lots 1 through 68 inclusive
1	PID: 001 219 642 Strata Lot 1 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
2	PID: 001 219 651 Strata Lot 2 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
3	PID: 001 219 669 Strata Lot 3 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
4	PID: 001 219 677 Strata Lot 4 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
5	PID: 001 219 685 Strata Lot 5 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
6	PID: 001 219 693 Strata Lot 6 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
7	PID: 001 219 707 Strata Lot 7 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

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Land	Legal Description
8	PID: 001 219 723 Strata Lot 8 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
9	PID: 000 626 503 Strata Lot 9 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
10	PID: 001 219 731 Strata Lot 10 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
11	PID: 001 219 740 Strata Lot 11 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
12	PID: 001 219 758 Strata Lot 12 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
13	PID: 001 219 766 Strata Lot 13 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
14	PID: 001 219 774 Strata Lot 14 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
15	PID: 001 219 782 Strata Lot 15 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
16	PID: 001 219 791 Strata Lot 16 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
17	PID: 001 219 804 Strata Lot 17 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
18	PID: 001 219 812 Strata Lot 18 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
19	PID: 001 219 821 Strata Lot 19 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

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Land	Legal Description
20	PID: 001 219 839 Strata Lot 20 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
21	PID: 001 219 847 Strata Lot 21 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
22	PID: 001 219 855 Strata Lot 22 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
23	PID: 001 219 863 Strata Lot 23 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
24	PID: 001 219 871 Strata Lot 24 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
25	PID: 001 219 880 Strata Lot 25 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
26	PID: 001 219 898 Strata Lot 26 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
27	PID: 001 219 901 Strata Lot 27 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
28	PID: 001 219 910 Strata Lot 28 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
29	PID: 000 921 939 Strata Lot 29 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
30	PID: 001 219 928 Strata Lot 1 Section 30 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
31	PID: 001 219 936 Strata Lot 31 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

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Land	Legal Description
32	PID: 001 219 944 Strata Lot 32 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
33	PID: 001 219 952 Strata Lot 33 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
34	PID: 000 942 120 Strata Lot 34 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
35	PID: 001 219 961 Strata Lot 35 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
36	PID: 001 219 979 Strata Lot 36 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
37	PID: 001 219 995 Strata Lot 37 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
38	PID: 001 220 004 Strata Lot 38 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
39	PID: 001 220 012 Strata Lot 39 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
40	PID: 000 511 412 Strata Lot 40 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
41	PID: 001 220 021 Strata Lot 41 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
42	PID: 001 220 047 Strata Lot 42 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
43	PID: 001 220 063 Strata Lot 43 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

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44	PID: 001 220 071 Strata Lot 44 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
45	PID: 001 220 098 Strata Lot 45 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
46	PID: 001 220 101 Strata Lot 46 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
47	PID: 001 220 136 Strata Lot 47 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
48	PID: 001 220 144 Strata Lot 48 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
49	PID: 001 220 161 Strata Lot 49 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
50	PID: 001 220 187 Strata Lot 50 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
51	PID: 001 220 195 Strata Lot 51 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
52	PID: 001 220 209 Strata Lot 52 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
53	PID: 001 220 225 Strata Lot 53 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
54	PID: 000 566 411 Strata Lot 54 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
55	PID: 001 220 250 Strata Lot 55 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

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Land	Legal Description
56	PID: 000 681 938 Strata Lot 56 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
57	PID: 001 220 276 Strata Lot 57 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
58	PID: 001 220 292 Strata Lot 58 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
59	PID: 001 220 314 Strata Lot 59 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
60	PID: 000 523 241 Strata Lot 60 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
61	PID: 001 220 322 Strata Lot 61 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
62	PID: 001 220 349 Strata Lot 62 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
63	PID: 001 220 365 Strata Lot 63 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
64	PID: 001 220 373 Strata Lot 64 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
65	PID: 001 220 390 Strata Lot 65 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
66	PID: 001 220 411 Strata Lot 66 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
67	PID: 001 220 438 Strata Lot 67 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

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Land	Legal Description
68	PID: 001 220 446 Strata Lot 68 Section 15 Block 4 North Range 7 West New Westminster District Strata Plan NW243 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

(1)(c) List the name and postal address of each owner.

SL #	Name(s) of owner(s)	Postal Address of owner(s)
1	PHILLIP HUGH ABBOTT	1 – 7491 No. 1 Road Richmond, BC V7C 1T7
2	GUNN ALSAKER	2 – 7491 No. 1 Road Richmond, BC V7C 1T7
3	BARBARA ANN FORREST	3 – 7491 No. 1 Road Richmond, BC V7C 1T7
4	MARY ELIZABETH O'SULLIVAN	4 – 7491 No. 1 Road Richmond, BC V7C 1T7
5	CALVIN YUN CHEUNG KAM	5 – 7491 No. 1 Road Richmond, BC V7C 1T7
6	ANNA MARIA BLOSSOM	6 - 7491 No. 1 Road Richmond, BC V7C 1T7
7	CHARLOTTE ETSUMI TAKASAKI	3500 Vinmore Avenue Richmond, BC V7C 1S5
8	HUGH GLENN FREIBERG	8 – 7491 No. 1 Road Richmond, BC V7C 1T7
9	ANTONIO OLEGARIO TAPIA and MARIA ISABEL GONZALEZ TAPIA, AS JOINT TENANTS	2420 Triumph Street Vancouver, BC V5K 1S5
10	STEPHEN DONALD CATT	10 – 7491 No. 1 Road Richmond, BC V7C 1T7
11	ROSEANNE FRANCES KUFELDT and PAUL DOUGLAS KUFELDT, AS JOINT TENANTS	11 – 7491 No. 1 Road Richmond, BC V7C 1T7
12	JUNE SANAE KURAMOTO	12 – 7491 No. 1 Road Richmond, BC V7C 1T7

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13	DAVID ANDREW MOFFATT and CATHERINE JANE MOFFATT, AS JOINT TENANTS	13 – 7491 No. 1 Road Richmond, BC V7C 1T7
14	DANIEL DOUGLAS CAMPBELL and CHRISTINE JEAN MIDDLEMASS, AS JOINT TENANTS	14 – 7491 No. 1 Road Richmond, BC V7C 1T7
15	ROY REGINALD SINGH and ROMITA NAUDEEP PRAKASH SINGH, AS JOINT TENANTS	42 – 7518 138 Street Surrey, BC V3W 1S1
16	JOHN KOWALCHUK and PENELOPE ANN KOWALCHUK, AS JOINT TENANTS	16 – 7491 No. 1 Road Richmond, BC V7C 1T7
17	JUNG RAN PARK and PASCAL FRANK ANDRE DAGORNE, AS JOINT TENANTS	17 – 7491 No. 1 Road Richmond, BC V7C 1T7
18	THALON YAU and FANG LI, AS JOINT TENANTS	18 – 7491 No. 1 Road Richmond, BC V7C 1T7
19	EMMY MAY PANG	19 – 7491 No. 1 Road Richmond, BC V7C 1T7
20	IAIN DAVID HAMMON and MARGARET ANNE WATTS- HAMMOND, AS JOINT TENANTS	20 – 7491 No. 1 Road Richmond, BC V7C 1T7
21	ELIZABETH MARIE BLAIR and GARY ERNEST BLAIR, AS JOINT TENANTS	21 – 7491 No. 1 Road Richmond, BC V7C 1T7
22	RODERICK ZYDA and PATRICIA ANNI ROLLINGS, AS JOINT TENANTS	22 – 7491 No. 1 Road Richmond, BC V7C 1T7
23	MASAKO MURAKI and MASAOMI MURAKI, AS JOINT TENANTS	23 – 7491 No. 1 Road Richmond, BC V7C 1T7
24	DAPHNE MARJORIE KERLEY	24 – 7491 No. 1 Road Richmond, BC V7C 1T7
25	ALFRED PARAYNO, LOURDES PARAYNO, JONATHAN PARAYNO and ALDREED PARAYNO, AS JOINT TENANTS	25 – 7491 No. 1 Road Richmond, BC V7C 1T7
26	MAX GUSTAV KLUTH	26 – 7491 No. 1 Road Richmond, BC V7C 1T7
27	ALICE ANN SANDERSON	27 – 7491 No. 1 Road Richmond, BC V7C 1T7

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28	TERRY SOO	28 – 7491 No. 1 Road Richmond, BC V7C 1T7
29	ANITA COHEN	127 – 8520 General Currie Road Richmond, BC V6Y 1M2
30	DEREK RONALD CHAPMAN and ELLEN CHAPMAN, AS JOINT TENANTS	30 – 7491 No. 1 Road Richmond, BC V7C 1T7
31	MARTINA KLARA FRANK	31 – 7491 No. 1 Road Richmond, BC V7C 1T7
32	ALPHEE JOSEPH LEVESQUE and YVETTE MARIA SCHOLTEN, AS JOINT TENANTS	32 – 7491 No. 1 Road Richmond, BC V7C 1T7
33	WENDY ANN BROWN	33 – 7491 No. 1 Road Richmond, BC V7C 1T7
34	LARRY ROBERT SCHERBAN and SANDRA MARIE SCHERBAN, AS JOINT TENANTS	34 – 7491 No. 1 Road Richmond, BC V7C 1T7
35	SIGRID ALSAKER AVILA	35 – 3900 Moresby Drive Richmond, BC V7C 4G6
36	EDUARDO RAFAEL SAGUIN and LIZA SAGUIN, AS JOINT TENANTS	36 – 3900 Moresby Drive Richmond, BC V7C 4G6
37	STEVEN JOHN CALVERT and MARINA CHARLENE CALVERT, AS JOINT TENANTS	37 – 3900 Moresby Drive Richmond, BC V7C 4G6
38	PEDRO IVAN DE ARAUJO TOSETTI and VANIA NARDI TOSETTI, AS JOINT TENANTS	38 – 3900 Moresby Drive Richmond, BC V7C 4G6
39	GERALD STEPHEN CHEW	39 – 3900 Moresby Drive Richmond, BC V7C 4G6
40	ESTHER JUDY CALDES	40 – 3900 Moresby Drive Richmond, BC V7C 4G6
41	JOHN DVORAK	41 – 3900 Moresby Drive Richmond, BC V7C 4G6
42	GUANG HAO LIU	42 – 3900 Moresby Drive Richmond, BC V7C 4G6
43	WEI XU and XIAO MEI TIE, AS JOINT TENANTS	43 – 3900 Moresby Drive Richmond, BC V7C 4G6

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44	WILLIAM BAYNA DAZ and LOIDA GARCIA DAZ, AS JOINT TENANTS	44 – 3900 Moresby Drive Richmond, BC V7C 4G6
45	WILLIAM BRADLEY HAWKINS and SANDRA ELIZABETH HAWKINS, AS JOINT TENANTS	45 – 3900 Moresby Drive Richmond, BC V7C 4G6
46	LAWRENCE SULLIVAN and JANET SULLIVAN, AS JOINT TENANTS	46 – 3900 Moresby Drive Richmond, BC V7C 4G6
47	TIMOTHY TINNOCK CHU and DORA CHUNG YAN HO, AS JOINT TENANTS	47 – 3900 Moresby Drive Richmond, BC V7C 4G6
48	ROSS MACKENZIE GRAY	48 – 3900 Moresby Drive Richmond, BC V7C 4G6
49	WILLIAM MARSHALL SHIELDS and COLLEEN ANNA PELLETIER, AS JOINT TENANTS	49 – 3900 Moresby Drive Richmond, BC V7C 4G6
50	LEI CHEN	50 – 3900 Moresby Drive Richmond, BC V7C 4G6
51	ANDREW KAM YIM CHOW and MAN HEI ESTHER CHOW, AS JOINT TENANTS	51 – 3900 Moresby Drive Richmond, BC V7C 4G6
52	JOACHIM FREDERIC KOHLBERG	52 – 3900 Moresby Drive Richmond, BC V7C 4G6
53	GRANT WARREN MIYASAKI	53 – 3900 Moresby Drive Richmond, BC V7C 4G6
54	HENGTAI YU and GUIFU WANG, AS JOINT TENANTS	54 – 3900 Moresby Drive Richmond, BC V7C 4G6
55	ROBERT FRANKLIN BELL and KATHLEEN ANNE BELL, AS JOINT TENANTS	55 – 3900 Moresby Drive Richmond, BC V7C 4G6
56	JENNIFER HUI FANG WANG	56 – 3900 Moresby Drive Richmond, BC V7C 4G6
57	JENNIFER ANNE SIBLEY and ANTONY STANLEY VOLLMERS, AS JOINT TENANTS	57 – 3900 Moresby Drive Richmond, BC V7C 4G6
58	KIT MAN CHUNG and ANDREW WAI KIN TANG, AS JOINT TENANTS	58 – 3900 Moresby Drive Richmond, BC V7C 4G6
59	RONALD HUNG KAY CHAN and KITTY KIT LIK-SI CHAN, AS JOINT TENANTS	59 – 3900 Moresby Drive Richmond, BC V7C 4G6

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SL #	Name(s) of owner(s)	Postal Address of owner(s)
60	ENID MASON	60 – 3900 Moresby Drive Richmond, BC V7C 4G6
61	NIKOLAI FONAREV and JULIA FONAREV, AS JOINT TENANTS	61 – 3900 Moresby Drive Richmond, BC V7C 4G6
62	RHODA GWEN HUEY	62 – 3900 Moresby Drive Richmond, BC V7C 4G6
63	REGINALD EDWARD POPE and CATHERINE MARY POPE, AS JOINT TENANTS	63 – 3900 Moresby Drive Richmond, BC V7C 4G6
64	CHUN KAU FU and WAI KUEN FU TSE, AS JOINT TENANTS	64 – 3900 Moresby Drive Richmond, BC V7C 4G6
65	HEATHER ANNE THOMSON	65 – 3900 Moresby Drive Richmond, BC V7C 4G6
66	ALLEN BRIAN SMITH and BING LIU, AS JOINT TENANTS	66 – 3900 Moresby Drive Richmond, BC V7C 4G6
67	TIANYIN QI	67 – 3900 Moresby Drive Richmond, BC V7C 4G6
68	SIU TING LEE and HO KWEN MAK, AS JOINT TENANTS	68 – 3900 Moresby Drive Richmond, BC V7C 4G6

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(1)(d) List the name, postal address and the estimated value of the interest of each holder of a registered charge against the land.

Registered charges against the common property

Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
The Owners, Strata Plan NW 505 (Easement filed under RD26862)	c/o Strataco Management Ltd. 805 Anderson Road Richmond, BC	Not disclosed - unknown
Duncan Littles (Undersurface Rights filed under X163182, see 83535E)	3537 Angus Ave Vancouver, BC	\$2,600.00
The Corporation of the Township of Richmond (Statutory Right of Way filed under K109274)	691 No. 3 Road Richmond, BC	Not disclosed – unknown
Her Majesty the Queen in Right of Canada (Zoning Regulation and Plan filed under T17084)	Vancouver International Airport PO Box 44638 YVR Domestic Terminal RPO Richmond, BC V7B 1W2	Not disclosed - unknown

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Registered charges against the strata lots

Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</p>			
1 through 68 (excluding SL 40)	Legal Notation Easement filed under RD28168, see RD26862) over Strata Plan NW 505	The Owners, Strata Plan NW 505 c/o Strataco Management Ltd. 805 Anderson Road Richmond, BC	Not disclosed - unknown
1 through 68 (excluding SL 40, 54, 56, 60)	Her Majesty the Queen in Right of Canada (Zoning Regulation and Plan filed under T17084)	Vancouver International Airport PO Box 44638 YVR Domestic Terminal RPO Richmond, BC V7B 1W2	Not disclosed - unknown
1	Home Equity Mortgage Corporation (Mortgage filed under CA2779153)	600 – 45 St. Clair Avenue West Toronto, ON M4V 1K9	\$198,495.00
2	The Bank of Nova Scotia (Mortgage filed under CA1251984)	6498 Fraser Street Vancouver, BC V5W 3A5	The obligation in the Mortgage
3	No additional registered charges against strata lot		
4	Vancouver City Savings Credit Union, in trust, (see BL051963) (Mortgage filed under CA4471781)	5900 No. 3 Road Richmond, BC V6X 3P7	The obligation in the Mortgage
5	Bank of Montreal (Mortgage filed under CA2007916)	100 – 6088 No. 3 Road Richmond, BC V6Y 2B3	\$374,400.00
6	The Toronto-Dominion Bank (Mortgage filed under CA4606451)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$317,850.00
7	No additional registered charges against strata lot		
8	The Toronto-Dominion Bank (Mortgage filed under BB1237618)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$57,000.00

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Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p><i>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</i></p>			
8 (cont'd)	The Toronto-Dominion Bank (Mortgage filed under CA2440696)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$453,000.00
	The Toronto-Dominion Bank (Priority Agreement filed under CA2527744)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	
9	The Toronto-Dominion Bank (Mortgage filed under CA1834252)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$498,750.00
	The Toronto-Dominion Bank (Mortgage filed under BB1961806)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$125,000.00
10	Royal Bank of Canada (Mortgage filed under CA1379049)	180 Wellington Street West, 1st Fl Toronto, ON M5J 1J1	\$365,000.00
	Donald Hugh Catt and Diane Joy Catt, as joint tenants (Mortgage filed under CA7393967)	5318 Galleon Place Delta, BC V4K 5A5	\$54,500.00
11	No additional registered charges against strata lot		
12	No additional registered charges against strata lot		
13	Coast Capital Savings Credit Union (Mortgage filed under CA2085227)	#1900 – 13450 – 102 Avenue Surrey, BC V3T 5Y1	The obligation in the Mortgage
14	Bank of Montreal (Mortgage filed under BV300447)	Lending Operations Service Centre 625 – 42nd Avenue, N.E. PO Box 4750, Stn C Calgary, AB T2T 5Z8	\$90,000.00
	Bank of Montreal (Mortgage filed under BA440305)	129 St. Jacques Montreal, QC H2Y 1L6	\$209,000.00

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Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p><i>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</i></p>			
15	Gulf and Fraser Fishermen’s Credit Union (No. 1 Road) (Mortgage filed under CA3281244)	120 – 8900 No. 1 Road Richmond, BC V7C 3C1	The obligation in the Mortgage
16	First National Financial GP Corporation (Mortgage filed under CA95849)	100 University Avenue Suite 700, North Tower Toronto, ON M5J 1V6	\$280,000.00
	Her Majesty the Queen in Right of Canada (Judgment filed under CA7284907)	c/o Attorney General of Canada Department of Justice 900 – 840 Howe Street Vancouver, BC V6Z 2S9	\$51,952.96
17	Canadian Imperial Bank of Commerce (Mortgage filed under CA5679734)	CIBC Retail Operations 3/F., 100 University Avenue Toronto, ON M5J 2X4	\$498,000.00
18	HSBC Bank Canada (Mortgage filed under BB1266781)	9/F., 1111 West Georgia Street Vancouver, BC V6E 4M3	\$395,000.00
19	The Owners, Strata Plan NW243 (Strata Property Act Lien filed under CA7051077)	c/o 700 – 200 Granville Street Vancouver, BC V6C 1S4	\$1,600.00
20	Canadian Imperial Bank of Commerce (Mortgage filed under CA7052638)	PO Box 115 Commerce Court Postal Stn Toronto, ON M5L 1E5	\$710,000.00
21	The Bank of Nova Scotia (Mortgage filed under CA3075896)	6300 No. 3 Road Richmond, BC V6Y 2B3	The obligation in the Mortgage
22	First National Financial GP Corporation (Mortgage filed under CA6506294)	100 University Avenue Suite 700, North Tower Toronto, ON M5J 1V6	\$210,000.00

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Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p><i>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</i></p>			
	First National Financial GP Corporation (Modification of Mortgage filed under CA6604774)	100 University Avenue Suite 700, North Tower Toronto, ON M5J 1V6	The obligation in the Modification
23	Scotia Mortgage Corporation (Mortgage filed under CA2772923)	Unit 106, 2618 McMillan Road Abbotsford, BC V3G 1C4	\$290,000.00
24	No additional registered charges against strata lot		
25	Scotia Mortgage Corporation (Mortgage filed under CA2627187)	6300 No. 3 Road Richmond, BC V6Y 2B3	\$435,221.12
26	No additional registered charges against strata lot		
27	No additional registered charges against strata lot		
28	Coast Capital Savings Credit Union (Mortgage filed under CA4326308)	Suite 1900 – 13450 – 102 Avenue Surrey, BC V3T 5Y1	\$500,000.00
29	No additional registered charges against strata lot		
30	Her Majesty the Queen in Right of the Province of British Columbia (Mortgage filed under RD4018)	Not disclosed - unknown	\$5,000.00
31	The Toronto-Dominion Bank (Mortgage filed under BB1146792)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$175,000.00
32	Coast Capital Savings Credit Union (Mortgage filed under CA1420008)	Suite 1900 – 13450 – 102 Avenue Surrey, BC V3T 5Y1	\$500,000.00
33	No additional registered charges against strata lot		

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34	Vancouver City Savings Credit Union, in trust, (see BL051963) (Mortgage filed under CA2493959)	501 W. 10th Avenue Vancouver, BC V5Z 1K9	The obligation in the Mortgage
35	North Shore Credit Union (Mortgage filed under CA3074311)	1100 Lonsdale Avenue North Vancouver, BC V7M 2H3	The obligation in the Mortgage
	Dr. David Nerman Inc. (Mortgage filed under CA5170097)	550 – 2608 Granville Street Vancouver, BC V6H 3V3	\$100,000.00
	Dr. David Nerman Inc. (Mortgage filed under CA7018486)	550 – 2608 Granville Street Vancouver, BC V6H 3V3	\$30,000.00
36	Manulife Bank of Canada (Mortgage filed under CA7481689)	500 King Street North Delivery Station 500-M-A Waterloo, ON N2J 4C6	The obligation in the Mortgage
37	First National Financial GP Corporation (Mortgage filed under BB1307742)	100 University Avenue, Suite 700, North Tower Toronto, ON M5J 1V6	\$303,807.00
	The Toronto-Dominion Bank (Mortgage filed under CA4441116)	500 Edmonton City Centre E. Edmonton, AB T5J 5E8	\$100,000.00
38	Home Equity Mortgage Corporation (Mortgage filed under CA3511973)	1881 Yonge Street, Suite 300 Toronto, ON M4S 3C4	\$195,495.00
39	First National Financial GP Corporation (Mortgage filed under CA7144135)	100 University Avenue, Suite 700, North Tower Toronto, ON M5J 1V6	\$265,000.00
40	No registered charges against strata lot		

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41	LEGAL NOTATION: Shamas Nanji, Administrator of the Estate of Jabeen Dvorak, Deceased (Transmission to Executor or Administrator filed under CA4464020)	80 – 3311 – 58 Street Edmonton, AB T6L 6X3	Not disclosed - unknown
42	No additional registered charges against strata lot		
43	The Bank of Nova Scotia (Mortgage filed under BW102716)	#9 – 4299 Kingsway Burnaby, BC V5H 1Z5	The obligation in the Mortgage
44	Royal Bank of Canada (Mortgage filed under CA516061)	180 Wellington Street West, 2/F. Toronto, ON M5J 1J1	\$338,729.63
45	No additional registered charges against strata lot		
46	Canadian Imperial Bank of Commerce (Mortgage filed under BR102936)	6011 No. 3 Road Richmond, BC V6Y 2B2	\$100,000.00
47	No additional registered charges against strata lot		
48	Vancouver City Savings Credit Union, in trust, (see BL051963) (Mortgage filed under BB0774248)	1215 56th Street Delta, BC V4L 2A6	The obligation in the Mortgage
49	The Bank of Nova Scotia (Mortgage filed under BB1153689)	112 – 4940 No. 3 Road Richmond, BC V6X 3A5	The obligation in the Mortgage
50	No additional registered charges against strata lot		
51	The Toronto-Dominion Bank (Mortgage filed under CA5648390)	500 Edmonton City Centre E. 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$500,000.00

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52	Manulife Bank of Canada (Mortgage filed under BB124865)	c/o Manulife One Administration 500 King Street North Delivery Station 500-M-A Waterloo, ON N2J 9V9	The obligation in the Mortgage
53	Royal Bank of Canada (Mortgage filed under CA3303530)	10 York Mills Road, 3/F Toronto, ON M2P 0A2	\$328,000.00
54	Canadian Imperial Bank of Commerce (Mortgage filed under CA1252331)	1 – 8750 No. 1 Road Richmond, BC V7C 1V2	\$160,000.00
55	No additional registered charges against strata lot		
56	The Bank of Nova Scotia (Mortgage filed under CA5665867)	6300 No. 3 Road Richmond, BC V6Y 2B3	The obligation in the Mortgage
	HSBC Bank Canada (Mortgage filed under CA7657241)	3rd Floor, 2910 Virtual Way Vancouver, BC V5M 0B2	\$800,000.00
57	Royal Bank of Canada (Mortgage filed under CA2959481)	10 York Mills Road, 3/F Toronto, ON M2P 0A2	\$489,700.00
58	Canadian Imperial Bank of Commerce (Mortgage filed under CA4717718)	100 University Avenue, 3/F Toronto, ON M5J 2X4	\$364,000.00
59	Bank of Montreal (Mortgage filed under BX318098)	100 – 6088 No. 3 Road Richmond, BC V6Y 2B3	\$150,000.00
60	Duplicate Indefeasible Title issued to Bank of Montreal (filed under BH184337)	616 – 6th Avenue New Westminster, BC V3M 2B2	Not disclosed - unknown
61	The Toronto-Dominion Bank (Mortgage filed under BB1077666)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$217,000.00

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Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
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62	Royal Bank of Canada (Mortgage filed under CA1223596)	Personal Service Centre 180 Wellington Street West, 2/F. Toronto, ON M5J 1J1	\$270,000.00
	Workers' Compensation Board (Judgment filed under CA4942854)	6951 Westminster Highway Richmond, BC V7C 1C6	\$708.46
	The Crown in Right of British Columbia (Crown Debt filed under BB4090571)	Ministry of Finance, Revenue Solutions Branch, Compliance Unit PO Box 9497 Stn Prov Govt Victoria, BC V8W 9N8	\$1,116.00
	Workers' Compensation Board (Renewal of CA4942854 filed under CA6495804)	6951 Westminster Highway Richmond, BC V7C 1C6	\$708.46
	Royal Bank of Canada (Judgment filed under CA6851355)	c/o Hamilton Duncan #1450 – 13401 108 Avenue Surrey, BC V3T 5T3	\$13,342.67
	Royal Bank of Canada (Certificate of Pending Litigation filed under CA7171333)	#960 – 1055 West Georgia Street Vancouver, BC V6E 3P3	Claim in respect of the mortgage filed under CA1223596
63	The Toronto-Dominion Bank (Mortgage filed under BK407878)	1432 Kingsway Vancouver, BC V5N 2R5	\$58,300.00
	The Toronto-Dominion Bank (Mortgage filed under BB0789408)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$100,000.00
64	The Toronto-Dominion Bank (Mortgage filed under CA2177179)	500 Edmonton City Centre East Edmonton, AB T5J 5E8	\$287,625.00
65	The Bank of Nova Scotia (Mortgage filed under CA2905429)	6300 No. 3 Road Richmond, BC V6Y 2B3	The obligation in the Mortgage

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Strata Lot Number	Name of holder of registered charge	Postal Address of holder of registered charge	Estimated value of the interest of each holder of a registered charge against the land
<p><i>NOTE TO OWNERS: Section 278(1)(d) of the Strata Property Act requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land – which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of the table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the complex completes.</i></p>			
66	The Toronto-Dominion Bank (Mortgage filed under CA7362566)	500 Edmonton City Centre East 10205 – 101 Street, 5/F. Edmonton, AB T5J 5E8	\$500,000.00
67	Bank of Montreal (Mortgage filed under CA4924730)	865 Harrington Court Burlington, ON L7N 3P3	\$302,000.00
68	Royal Bank of Canada (Mortgage filed under CA6399923)	10 York Mills Road, 3/F Toronto, ON M2P 0A2	\$690,000.00

(1)(e) List the name, postal address and interest of each creditor of the strata corporation who is not a holder of a registered charge against the land.

NONE – Not Applicable. The Strata Corporation does not owe any money outside of ordinary course expenses, such as property management, hydro etc., which amounts are paid on an ongoing basis out of the operating fund as they come due.

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(1)(f) List each owner's share of the proceeds of distribution in accordance with the Schedule of Interest Upon Destruction:

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
1	15,322	1.53220	15322/1000000
2	13,988	1.39880	13988/1000000
3	14,788	1.47880	14788/1000000
4	13,988	1.39880	13988/1000000
5	15,322	1.53220	15322/1000000
6	15,322	1.53220	15322/1000000
7	13,988	1.39880	13988/1000000
8	14,788	1.47880	14788/1000000
9	13,988	1.39880	13988/1000000
10	14,788	1.47880	14788/1000000
11	14,788	1.47880	14788/1000000
12	13,988	1.39880	13988/1000000
13	15,322	1.53220	15322/1000000
14	15,322	1.53220	15322/1000000
15	13,988	1.39880	13988/1000000
16	14,788	1.47880	14788/1000000
17	14,788	1.47880	14788/1000000
18	13,988	1.39880	13988/1000000
19	15,322	1.53220	15322/1000000
20	15,322	1.53220	15322/1000000

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Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
21	13,988	1.39880	13988/1000000
22	14,788	1.47880	14788/1000000
23	14,788	1.47880	14788/1000000
24	13,988	1.39880	13988/1000000
25	15,322	1.53220	15322/1000000
26	15,322	1.53220	15322/1000000
27	14,788	1.47880	14788/1000000
28	13,988	1.39880	13988/1000000
29	14,788	1.47880	14788/1000000
30	13,988	1.39880	13988/1000000
31	15,322	1.53220	15322/1000000
32	15,322	1.53220	15322/1000000
33	14,788	1.47880	14788/1000000
34	15,322	1.53220	15322/1000000
35	15,322	1.53220	15322/1000000
36	13,988	1.39880	13988/1000000
37	14,788	1.47880	14788/1000000
38	14,788	1.47880	14788/1000000
39	13,988	1.39880	13988/1000000
40	14,788	1.47880	14788/1000000
41	13,988	1.39880	13988/1000000
42	15,322	1.53220	15322/1000000

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Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
43	15,322	1.53220	15322/1000000
44	13,988	1.39880	13988/1000000
45	14,788	1.47880	14788/1000000
46	15,322	1.53220	15322/1000000
47	15,322	1.53220	15322/1000000
48	13,988	1.39880	13988/1000000
49	14,788	1.47880	14788/1000000
50	15,322	1.53220	15322/1000000
51	15,322	1.53220	15322/1000000
52	13,988	1.39880	13988/1000000
53	14,788	1.47880	14788/1000000
54	14,788	1.47880	14788/1000000
55	13,988	1.39880	13988/1000000
56	15,322	1.53220	15322/1000000
57	15,322	1.53220	15322/1000000
58	13,988	1.39880	13988/1000000
59	13,988	1.39880	13988/1000000
60	14,788	1.47880	14788/1000000
61	13,988	1.39880	13988/1000000
62	14,788	1.47880	14788/1000000
63	15,322	1.53220	15322/1000000
64	15,322	1.53220	15322/1000000

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Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fractional Share)
65	13,988	1.39880	13988/1000000
66	14,788	1.47880	14788/1000000
67	13,988	1.39880	13988/1000000
68	15,322	1.53220	15322/1000000
TOTAL	1,000,000	100.00000	1

*****END OF SCHEDULE 1A – INTEREST SCHEDULE*****

*****END OF 80% VOTE RESOLUTION #1*****

Schedule B

RESOLUTION #1**¾ VOTE RESOLUTION****TO APPROVE CANCELLATION OF ¾ VOTE RESOLUTION APPROVING DISPOSITION TO LEDINGHAM MCALLISTER AND TO APPROVE DISPOSITION OF LAND AND PERSONAL PROPERTY TO CITIMARK SECTION 282 OF THE STRATA PROPERTY ACT**

WHEREAS at the special general meeting of the Strata Corporation held on September 26, 2019, pursuant to Section 277 of the Strata Property Act, the owners approved an 80% vote resolution to wind up the Strata Corporation (the "Winding Up Resolution") and a ¾ vote resolution to approve the disposition of land and personal property to Ledingham-McAllister Communities Ltd. ("LedMac") based on the terms of the purchase and sale agreement, as amended, entered into by the Strata Corporation and LedMac (the "LedMac Sale Resolution");

AND WHEREAS, pursuant to Section 278.1 of the Strata Property Act, the Court confirmed the Winding Up Resolution on February 14, 2020, including the appointment of the McEown + Associates Ltd., as represented by John McEown as the liquidator in respect of the winding up of the Strata Corporation (the "Liquidator");

AND WHEREAS LedMac advised the Strata Corporation in or about November 2020 that it was not prepared to proceed with its proposed purchase of the Quilchena Park Estates property (the "Complex") based on the purchase and sale agreement without a significant price reduction (which the owners did not approve) and accordingly the purchase and sale agreement between the Strata Corporation and LedMac was then terminated;

AND WHEREAS the Strata Corporation entered into a purchase and sale agreement with Citimark-Western Wembley Project Ltd., dated January 7, 2022, amended by amendment dated June 24, 2022, (collectively, the "Purchase and Sale Agreement");

AND WHEREAS, pursuant to Section 279 of the Strata Property Act, the Liquidator obtained a vesting order in respect of the winding up from the Court on June 23, 2022;

AND WHEREAS, pursuant to Section 282 of the Strata Property Act, the Liquidator must obtain a ¾ vote resolution to approve the disposition of the Complex;

BE IT RESOLVED BY A ¾ VOTE of The Owners, Strata Plan NWS2185 (the "Strata Corporation") that:

- A. the LedMac Resolution be cancelled; and
- B. pursuant to section 282 of the Strata Property Act, the disposition by the Liquidator of lands comprising Strata Plan NWS243, including Strata Lots 1 through 68 inclusive, and all related common property, in accordance with:
 - (1) the Purchase and Sale Agreement, as the same may be assigned by Citimark-Western Wembley Project Ltd. in accordance with the terms of the Purchase and Sale Agreement; and
 - (2) the listing agreement between the Strata Corporation and Macdonald Commercial Real Estate Services Ltd., dated February 1, 2018 as amended by the Reinstatement and Amending Agreement, executed as of January 10, 2021,

be approved.

END OF RESOLUTION

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$710000

2022-07-25, 10:55:05

Requestor: Jillian Sych

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA9504283
From Title Number CA1814385

Application Received 2021-11-15

Application Entered 2021-11-17

Registered Owner in Fee Simple
Registered Owner/Mailing Address: DENNIS CHI KEUNG HO, AIRSIDE SAFETY ESCORT
YUK LIN IRENE NGAN, PERSONAL BANKING REPRESENTATIVE
11-7491 NO. 1 ROAD
RICHMOND, BC
V7C 1T7
AS JOINT TENANTS

This is Exhibit " *K* " referred to in the affidavit of *Jillian Sych* made before me at *Vancouver* this *6* day of *August*, 20*24*
[Signature]
A Commissioner for taking Affidavits within British Columbia

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 001-219-740
Legal Description:
STRATA LOT 11 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1

Legal Notations
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER
STRATA PLAN NW505

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.02.1981 UNDER NO. T17084
PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$710000

2022-07-25, 10:55:05^{1.07}
Requestor: Jillian Sych

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA9504284
Registration Date and Time:	2021-11-15 09:19
Registered Owner:	HSBC BANK CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

2022-10-07, 07:48:27

File Reference: 21296-160919

Requestor: Jillian Sych

Declared Value \$604400

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

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CB243180
From Title Number BV107949

Application Received 2022-09-26

Application Entered 2022-10-06

Registered Owner in Fee Simple
Registered Owner/Mailing Address: JOHN KOWALCHUK, RETIRED
16 - 7491 NO. 1 ROAD
RICHMOND, BC
V7C 1T7

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 001-219-791
Legal Description:
STRATA LOT 16 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1

Legal Notations
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN
NW505

ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.2.1981 UNDER NO. T17084
PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 21296-160919
Declared Value \$604400

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA958949
Registration Date and Time:	2008-10-29 12:16
Registered Owner:	FIRST NATIONAL FINANCIAL GP CORPORATION INCORPORATION NO. A67816

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$761000

2022-07-25, 10:55:07

Requestor: Jillian Sych

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA9639601
From Title Number CA5679733

Application Received 2022-01-13

Application Entered 2022-01-25

Registered Owner in Fee Simple
Registered Owner/Mailing Address: CHUNQIU LIU, DELIVERY DRIVER
 YANGBO HUANG, OFFICE ADMINISTRATOR
 #17 - 7491 NO. 1 ROAD
 RICHMOND, BC
 V7C 1T7
 AS JOINT TENANTS

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 001-219-804
Legal Description:
 STRATA LOT 17 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
 NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
 WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
 TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
 FORM 1

Legal Notations
 HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER
 STRATA PLAN NW505

ZONING REGULATION AND PLAN UNDER
 THE AERONAUTICS ACT (CANADA)
 FILED 10.2.1981 UNDER NO. T17084
 PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$761000

2022-07-25, 10:55:07

Requestor: Jillian Sych

Charges, Liens and Interests

Nature:

MORTGAGE

Registration Number:

CA9639602

Registration Date and Time:

2022-01-13 11:12

Registered Owner:

THE TORONTO-DOMINION BANK

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$739000

2022-07-25, 10:55:08

Requestor: Jillian Sych

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Title Issued Under** STRATA PROPERTY ACT (Section 249)**Land Title District** NEW WESTMINSTER
Land Title Office NEW WESTMINSTER**Title Number** CA9494007
From Title Number BV122961**Application Received** 2021-11-08**Application Entered** 2021-11-10**Registered Owner in Fee Simple**
Registered Owner/Mailing Address: THE LUONG LY, PRODUCT OWNER
21-7491 NO.1 ROAD
RICHMOND, BC
V7C 1T7**Taxation Authority** Richmond, City of**Description of Land**
Parcel Identifier: 001-219-847Legal Description:
STRATA LOT 21 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1**Legal Notations**
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER
STRATA PLAN NW505ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.2.1981 UNDER NO. T17084
PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$739000

2022-07-25, 10:55:08

Requestor: Jillian Sych

Charges, Liens and Interests

Nature:

Registration Number:

Registration Date and Time:

Registered Owner:

MORTGAGE

CA9494008

2021-11-08 13:49

CANADIAN IMPERIAL BANK OF COMMERCE

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$275950

2022-07-25, 10:55:08

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA8482983 BT414193
Application Received	2020-10-08
Application Entered	2020-10-23
Registered Owner in Fee Simple Registered Owner/Mailing Address:	PATRICIA ANNI ROLLINGS, SUPERVISOR #22 - 7491 NO. 1 ROAD RICHMOND, BC V7C 1T7
Taxation Authority	Richmond, City of
Description of Land Parcel Identifier: Legal Description:	001-219-855 STRATA LOT 22 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Legal Notations	HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN NW505 ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216
Charges, Liens and Interests	NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$275950

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$88500

2022-07-25, 10:55:09

Requestor: Jillian Sych

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

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	Z180514E
From Title Number	RD193716E
Application Received	1986-09-29
Application Entered	1986-10-03
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	DAPHNE MARJORIE KERLEY, COMMERCIAL ACCOUNT OFFICER 24-7491 #1 ROAD RICHMOND, BC V7C 1T7
Taxation Authority	Richmond, City of
Description of Land	
Parcel Identifier:	001-219-871
Legal Description:	STRATA LOT 24 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Legal Notations	
	HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN NW505
	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.2.1981 UNDER NO. T17084 PLAN NO. 61216
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$88500

2022-07-25, 10:55:09

Requestor: Jillian Sych

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$647300

2022-07-25, 10:55:10

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District Land Title Office	NEW WESTMINSTER NEW WESTMINSTER
Title Number From Title Number	CA7927811 RD183614E
Application Received	2019-12-13
Application Entered	2019-12-31
Registered Owner in Fee Simple Registered Owner/Mailing Address:	PATRICK JIN SOO 746 GILCHRIST DRIVE DELTA, BC V4M 3L5 EXECUTOR OF THE WILL OF TERRY SOO, DECEASED, SEE CA7927811
Taxation Authority	Richmond, City of
Description of Land Parcel Identifier: Legal Description:	001-219-910 STRATA LOT 28 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Legal Notations	HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN NW505 ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216
Charges, Liens and Interests	NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$647300

2022-07-25, 10:55:10

Requestor: Jillian Sych

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$745000

2022-07-25, 10:55:10

Requestor: Jillian Sych

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Title Issued Under** STRATA PROPERTY ACT (Section 249)**Land Title District** NEW WESTMINSTER
Land Title Office NEW WESTMINSTER**Title Number** CA9585489
From Title Number CA9559755**Application Received** 2021-12-15**Application Entered** 2022-01-06**Registered Owner in Fee Simple**
Registered Owner/Mailing Address: JUNYU WANG, MASSEUR
XIAO MAO YU, MANAGER
29 - 7491 NO. 1 ROAD
RICHMOND, BC
V7C 1T7
AS JOINT TENANTS**Taxation Authority** Richmond, City of**Description of Land**
Parcel Identifier: 000-921-939
Legal Description:
STRATA LOT 29 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1**Legal Notations**
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862)
OVER STRATA PLAN NW505ZONING REGULATION AND PLAN UNDER
THE AERONAUTICS ACT (CANADA)
FILED 10.02.1981 UNDER NO. T17084
PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$745000

2022-07-25, 10:55:10

Requestor: Jillian Sych

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA9585490
Registration Date and Time:	2021-12-15 13:04
Registered Owner:	ROYAL BANK OF CANADA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$661000

2022-07-25, 10:55:13

Requestor: Jillian Sych

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Title Issued Under** STRATA PROPERTY ACT (Section 249)**Land Title District** NEW WESTMINSTER
Land Title Office NEW WESTMINSTER**Title Number** CA7679586
From Title Number CA3511972**Application Received** 2019-08-12**Application Entered** 2019-08-19**Registered Owner in Fee Simple**
Registered Owner/Mailing Address: VANIA NARDI TOSETTI, RETIRED
38 - 3900 MORESBY DRIVE
RICHMOND, BC
V7C 4G6**Taxation Authority** Richmond, City of**Description of Land**
Parcel Identifier: 001-220-004
Legal Description:
STRATA LOT 38 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1**Legal Notations**
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862)
OVER STRATA PLAN NW505ZONING REGULATION AND PLAN UNDER THE AERONAUTICS
ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084
PLAN NO. 61216

TITLE SEARCH PRINT

File Reference: 21296-160919
Declared Value \$661000

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA3511973
Registration Date and Time:	2013-12-17 10:36
Registered Owner:	HOME EQUITY MORTGAGE CORPORATION INCORPORATION NO. A57412

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$750000

2022-07-25, 10:55:18

Requestor: Jillian Sych

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA9582175
From Title Number CA1153809

Application Received 2021-12-15

Application Entered 2021-12-17

Registered Owner in Fee Simple
Registered Owner/Mailing Address: SHANNON WAYNE DEMETRIOS LENTZ, PROJECT MANAGER
VANJA LENTZ, KINESIOLOGIST
#57-3900 MORESBY DRIVE
RICHMOND, BC
V7C 4G6
AS JOINT TENANTS

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 001-220-276
Legal Description:
STRATA LOT 57 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1

Legal Notations
ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT
(CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216.

HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862)
OVER STRATA PLAN NW505.

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$750000

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA9582176
Registration Date and Time:	2021-12-15 07:51
Registered Owner:	COMPUTERSHARE TRUST COMPANY OF CANADA INCORPORATION NO. A52313

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$660000

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CB35888
From Title Number BH40299

Application Received 2022-06-28

Application Entered 2022-06-30

Registered Owner in Fee Simple
Registered Owner/Mailing Address: YUEN FAN ERICA WONG, SALES REPRESENTATIVE
60 - 3900 MORESBY DRIVE
RICHMOND, BC
V7C 4G6

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 000-523-241
Legal Description:
STRATA LOT 60 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1

Legal Notations
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862)
OVER STRATA PLAN NW505

Charges, Liens and Interests
Nature: MORTGAGE
Registration Number: CB35889
Registration Date and Time: 2022-06-28 10:05
Registered Owner: THE BANK OF NOVA SCOTIA

Duplicate Infeasible Title NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$660000

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$572900

2022-07-25, 10:55:19

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA8003166
From Title Number	CA1223595
Application Received	2020-01-28
Application Entered	2020-02-07
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	CYPRESS INTERNATIONAL SALES CORP., INC.NO. BC0535994 4148 MADELEY ROAD NORTH VANCOUVER, BC V7N 4C9
Taxation Authority	Richmond, City of
Description of Land	
Parcel Identifier:	001-220-349
Legal Description:	STRATA LOT 62 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Legal Notations	
	HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN NW505.
	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216.
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$572900

2022-07-25, 10:55:19

Requestor: Jillian Sych

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$675000

2022-07-25, 10:55:20

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA9678400
From Title Number	BB1451816
Application Received	2022-01-28
Application Entered	2022-02-01
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	MARCO CANTALUPPI, ANIMATION 65-3900 MORESBY DRIVE BURNABY, BC V7C 4G6 NADINE LYNN COLE, EXECUTIVE ASSISTANT 65-3900 MORESLEY DRIVE RICHMOND, BC V7C 4G6 AS JOINT TENANTS
Taxation Authority	Richmond, City of
Description of Land	
Parcel Identifier:	001-220-390
Legal Description:	STRATA LOT 65 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Legal Notations	
	HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN NW505.
	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216.

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$675000

2022-07-25, 10:55:20

Requestor: Jillian Sych

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA9678401
Registration Date and Time:	2022-01-28 11:40
Registered Owner:	THE TORONTO-DOMINION BANK

Duplicate Indefeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$755000

2022-07-25, 10:55:21

Requestor: Jillian Sych

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CA9543150
From Title Number CA5068425

Application Received 2021-11-30

Application Entered 2021-12-10

Registered Owner in Fee Simple
Registered Owner/Mailing Address: KAR YAN MARGARITA POON, REGISTERED NURSE
#66 - 3900 MORESBY DRIVE
RICHMOND, BC
V7C 4G6

Taxation Authority Richmond, City of

Description of Land
Parcel Identifier: 001-220-411
Legal Description:
STRATA LOT 66 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER
WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM 1

Legal Notations
HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862)
OVER STRATA PLAN NW505.

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT
(CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216.

TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$755000

2022-07-25, 10:55:21

Requestor: Jillian Sych

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA9543151
Registration Date and Time:	2021-11-30 10:48
Registered Owner:	HSBC BANK CANADA

Duplicate Infeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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TITLE SEARCH PRINT

File Reference: 21296-160919

Declared Value \$745000

2022-07-25, 10:55:20

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	CA9630671
From Title Number	CA4924729
Application Received	2022-01-10
Application Entered	2022-01-12
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	KIET DINH PHUNG, PACKAGING WORKER 67 - 3900 MORESBY DRIVE RICHMOND, BC V7C 4G6
Taxation Authority	Richmond, City of
Description of Land	
Parcel Identifier:	001-220-438
Legal Description:	STRATA LOT 67 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT STRATA PLAN NW243 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
Legal Notations	
	ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084 PLAN NO. 61216.
	HERETO IS ANNEXED EASEMENT RD28168 (SEE RD26862) OVER STRATA PLAN NW505

TITLE SEARCH PRINT

File Reference: 21296-160919
Declared Value \$745000

2022-07-25, 10:55:20
Requestor: Jillian Sych

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA9630672
Registration Date and Time:	2022-01-10 16:33
Registered Owner:	HSBC BANK CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



1. Application

Document Fees: \$76.32

Lawson Lundell LLP (Edward L Wilson / Jillian Sych)
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
(604) 685-3456

File No.: 21296-160919
 Quilchena Park Estates

2. Description of Land

PID/Plan Number	Legal Description
EPP124060	LOT 1 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NWD PLAN EPP124060

Market Value
\$52,000,000.00

3. Consideration

\$52,000,000.00

4. Transferor(s)

MCEOWN AND ASSOCIATES LTD., NO.BC1199462, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN NWS243

5. Freehold Estate Transferred

FEE SIMPLE

6. Transferee(s)

QPE TOWNHOUSE PROJECT BT LIMITED
UNIT 1373 - 13351 COMMERCE PARKWAY
RICHMOND BC V6V 2X7

BC1375583

This is Exhibit "L" referred to in the
 affidavit of Jillian Sych
 made before me at Vancouver
 this 6 day of August, 2024

[Signature]
 A Commissioner for taking Affidavits
 within British Columbia



7. Execution(s)

The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s).

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

ERIN K. TAIT
Barrister & Solicitor
KOFFMAN KALEF LLP
19th Floor, 885 W. Georgia Street
Vancouver BC V6C 3H4

YYYY-MM-DD

2022-10-19

MCEOWN AND ASSOCIATES LTD.,
LIQUIDATOR OF THE LANDS
FORMERLY KNOWN AS STRATA PLAN
NWS243
By their Authorized Signatory

JOHN MCEOWN

Direct: (604) 891-3618

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Sophie Nicole
Marshall 7AKBMN**

**Digitally signed by
Sophie Nicole Marshall
7AKBMN
Date: 2022-10-21
08:31:41 -07:00**

TITLE SEARCH PRINT

2024-08-01, 13:34:30

File Reference: 039565-160191

Requestor: Jillian Sych

Declared Value \$52000000

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

Land Title District NEW WESTMINSTER
Land Title Office NEW WESTMINSTER

Title Number CB298022
From Title Number CB298019

Application Received 2022-10-24

Application Entered 2022-10-27

Registered Owner in Fee Simple
Registered Owner/Mailing Address: QPE TOWNHOUSE PROJECT BT LIMITED, INC.NO. BC1375583
UNIT 1373 - 13351 COMMERCE PARKWAY
RICHMOND, BC
V6V 2X7

Taxation Authority Richmond, City of

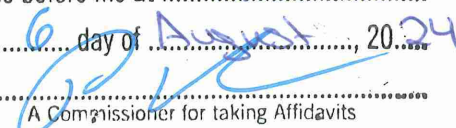
Description of Land
Parcel Identifier: 031-823-947
Legal Description:
LOT 1 SECTION 15 BLOCK 4 NORTH RANGE 7 WEST NEW WESTMINSTER DISTRICT
PLAN EPP124060

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CB298023
FILED 2022-10-24

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS
ACT (CANADA) FILED 10.02.1981 UNDER NO. T17084
PLAN NO. 61216

HERETO IS ANNEXED EASEMENT RD28168
(SEE RD26862) OVER STRATA PLAN NW505

Charges, Liens and Interests
Nature: UNDERSURFACE RIGHTS
Registration Number: X163182
Remarks: SEE 83535E

This is Exhibit "M" referred to in the
affidavit of Jillian Sych
made before me at Vancouver
this 6 day of August, 2024

A Commissioner for taking Affidavits
within British Columbia

TITLE SEARCH PRINT

2024-08-01, 13:34:30⁹

File Reference: 039565-160191

Requestor: Jillian Sych

Declared Value \$52000000

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	K109274
Registration Date and Time:	1974-10-10 12:09
Registered Owner:	TOWNSHIP OF RICHMOND
Remarks:	PLAN 47102 ANCILLARY RIGHTS

Nature:	EASEMENT
Registration Number:	RD26862
Registration Date and Time:	1976-04-30
Remarks:	INTER ALIA PART PLAN 50048 APPURTENANT TO STRATA PLAN NW505

Nature:	MORTGAGE
Registration Number:	CB298024
Registration Date and Time:	2022-10-24 13:49
Registered Owner:	THE TORONTO-DOMINION BANK

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CB298025
Registration Date and Time:	2022-10-24 13:49
Registered Owner:	THE TORONTO-DOMINION BANK

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit N referred to in the
affidavit of Jillian Smith
made before me at Vancouver
this 6 day of August, 2024
.....
A Commissioner for taking Affidavits
British Columbia

NOTICE OF ASSIGNMENT AND DIRECTION TO CONVEY

TO: MCEOWN AND ASSOCIATES LTD., LIQUIDATOR OF THE LANDS
FORMERLY KNOWN AS STRATA PLAN NWS243 (the “Vendor”)

FROM: QPE TOWNHOUSE PROJECT LIMITED PARTNERSHIP (the “Purchaser”)

RE: Purchase and sale agreement dated January 7, 2022 made between The Owners,
Strata Plan NWS243 (the “Strata Corporation”), as vendors, and
Citimark-Western Wembley Project Ltd. (the “Original Purchaser”), as
purchaser, and as amended by an Amendment to Purchase and Sale Agreement
dated as of June 24, 2022, and as assigned by the Original Purchaser to the
Purchaser by an Assignment of Purchase and Sale agreement dated effective the
24th day of October, 2022 (collectively, the “Purchase Agreement”)

PROPERTY: 7491 No. 1 Road, Richmond, British Columbia and 3900 Moresby Drive,
Richmond, British Columbia, and legally described as set out in Schedule “A”
attached hereto (collectively, the “Property”)

The Original Purchaser hereby gives notice to the Vendor that it has assigned all of its right, title and interest in the Purchase Agreement, including the benefit of all deposits paid thereunder, to the Purchaser, effective as of October 24, 2022. The Original Purchaser confirms to the Vendor that: (i) the Purchaser is an affiliate, as defined in the *Business Corporations Act* (British Columbia), of the Original Purchaser; and (ii) the Original Purchaser will not be released from its obligations under the Purchase Agreement.

The Purchaser hereby agrees to observe and perform all of the Purchaser’s obligations under the Purchase Agreement.

The Original Purchaser hereby directs the Vendor to complete the Purchase Agreement with the Purchaser in accordance with the terms thereof.


The Purchaser hereby irrevocable authorizes and directs the Vendor to convey legal title to the Property on closing to the Purchaser’s nominee, **QPE TOWNHOUSE PROJECT BT LIMITED**.

All capitalized words and phrases used in this Notice shall have the respective meanings ascribed to them in the Purchase Agreement, save and except to the extent that they are defined herein. This Notice may be executed and delivered by electronic means (including electronic document signing technology such as DocuSign) and in any number of counterparts, each of which will be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.


[signature page follows]

DATED as of October 24, 2022.

**CITIMARK-WESTERN WEMBLEY
PROJECT LTD.,**

Per: 
Authorized Signatory

**QPE TOWNHOUSE PROJECT LIMITED
PARTNERSHIP, by its general partner,
QPE TOWNHOUSE PROJECT GP
LIMITED,**

Per: 
Authorized Signatory

SCHEDULE "A"

Legal Description of the Property under the Purchase Agreement and prior to filing in Land Title Office of (1) Supreme Court of British Columbia Order winding up Strata Plan NWS243 (the "Order") and (2) Reference Plan EPP124060 (the "Reference Plan"):

PID	Legal Description
001-219-642	Strata Lot 1 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-651	Strata Lot 2 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-669	Strata Lot 3 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-677	Strata Lot 4 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-685	Strata Lot 5 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-693	Strata Lot 6 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-707	Strata Lot 7 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-723	Strata Lot 8 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-626-503	Strata Lot 9 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-731	Strata Lot 10 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-740	Strata Lot 11 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-758	Strata Lot 12 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-766	Strata Lot 13 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-774	Strata Lot 14 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-782	Strata Lot 15 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-791	Strata Lot 16 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-804	Strata Lot 17 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-812	Strata Lot 18 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-821	Strata Lot 19 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-839	Strata Lot 20 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-847	Strata Lot 21 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-855	Strata Lot 22 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-863	Strata Lot 23 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-871	Strata Lot 24 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-880	Strata Lot 25 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-898	Strata Lot 26 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-901	Strata Lot 27 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-910	Strata Lot 28 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-921-939	Strata Lot 29 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-928	Strata Lot 30 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-936	Strata Lot 31 Section 15 Bl 4 N R7W NWD Strata Plan NWS243

PID	Legal Description
001-219-944	Strata Lot 32 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-952	Strata Lot 33 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-942-120	Strata Lot 34 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-961	Strata Lot 35 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-979	Strata Lot 36 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-219-995	Strata Lot 37 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-004	Strata Lot 38 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-012	Strata Lot 39 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-511-412	Strata Lot 40 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-021	Strata Lot 41 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-047	Strata Lot 42 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-063	Strata Lot 43 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-071	Strata Lot 44 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-098	Strata Lot 45 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-101	Strata Lot 46 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-136	Strata Lot 47 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-144	Strata Lot 48 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-161	Strata Lot 49 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-187	Strata Lot 50 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-195	Strata Lot 51 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-209	Strata Lot 52 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-225	Strata Lot 53 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-566-411	Strata Lot 54 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-250	Strata Lot 55 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-681-938	Strata Lot 56 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-276	Strata Lot 57 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-292	Strata Lot 58 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-314	Strata Lot 59 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
000-523-241	Strata Lot 60 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-322	Strata Lot 61 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-349	Strata Lot 62 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-365	Strata Lot 63 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-373	Strata Lot 64 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-390	Strata Lot 65 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-411	Strata Lot 66 Section 15 Bl 4 N R7W NWD Strata Plan NWS243
001-220-438	Strata Lot 67 Section 15 Bl 4 N R7W NWD Strata Plan NWS243

PID	Legal Description
001-220-446	Strata Lot 68 Section 15 Bl 4 N R7W NWD Strata Plan NWS243 Common Property of Strata Plan NWS243

Legal Description of the Property after filing in Land Title Office of (1) the Order and (2) the Reference Plan:

PID: TBD, LOT 1 Section 15 Block 4 North Range 7 West NWD PLAN EPP124060

This is Exhibit "O" referred to in the affidavit of Jillian Sych made before me at Vancouver this 6 day of August, 2024

A Commissioner for taking Affidavits within British Columbia

Authorized Signing Officer



NO. NEW-S-S-222743
NEW WESTMINSTER REGISTRY

BETWEEN:

TRACEY ANNE MACLENNAN AND SUZANNE ELISE FOSTER,
EXECUTORS of the Will of
COLIN MACKENZIE MACLENNAN, DECEASED

PETITIONERS

AND:

THE OWNERS, STRATA PLAN VR 456

RESPONDENT

CONSENT ORDER

BEFORE)
)
) A JUDGE OF THE COURT)
)
) APRIL 17, 2020)
)
)

ON THE APPLICATION of the Petitioners Tracey Anne MacLennan and Suzanne Elise Foster, Executors of the Will of Colin MacKenzie MacLennan, without a hearing, and by consent:

THIS COURT ORDERS that:

- 1. Garth Cambrey is appointed as administrator of The Owners, Strata Plan VR 456 (the "Strata Corporation") to exercise all the powers and perform all the duties of the Strata Council and Strata Corporation, subject to the requirements of the *Strata Property Act* (the "Act") and Bylaws;
- 2. Garth Cambrey (the "Administrator") shall take all reasonable and necessary steps to investigate and complete a voluntary winding-up of the Strata Corporation with Liquidator in accordance with Part 16, Division 2 of the *Act* (the "Winding-up"), which may include:
 - (a) Entering into a listing contract, without a vote of owners, with a qualified real estate agent to list the building all strata lots and the common property (the "Strata Lands") for sale. The commission payable to the real estate agent shall not exceed 2.5% of the gross selling price of the Strata Lands, unless otherwise approved by a ¾ vote of owners or further order of this court;
 - (b) Hiring an appraiser to appraise the value of the Strata Lands;

I certify that this document is a true copy of the original document on file at the court in New Westminster, B.C.

- 2 -

- (c) Reviewing and negotiating offers for the purchase and sale of the Strata Lands in consultation with owners;
 - (d) Locating a qualified liquidator for the purpose of the Winding-up of the Strata Corporation;
 - (e) Convening a special general meeting to appoint a liquidator and cancel the strata plan in accordance with s. 277 of the *Strata Property Act* (the "*Act*");
 - (f) Applying to the Supreme Court of British Columbia to confirm any winding-up resolution approved by the owners by a 80% vote in accordance with s. 278.1 of the *Act*;
3. The Administrator shall take all reasonable and necessary steps to extend the time to complete the repairs to the building's exit stairs as ordered by the City of Vancouver on June 6, 2019 (the "City Ordered Repairs"), and in the event that the time is not extended, take, in consultation with the owners, all reasonable and necessary steps to carry out those repairs, including:
- (a) Hiring a consulting engineer to prepare an assessment report;
 - (b) Hiring an engineer to prepare design drawings and specifications for the City Ordered Repairs, including tender documents;
 - (c) Present the owners with the design drawings and specifications and recommend a repair for the City Ordered Repairs;
 - (d) Tender the City Ordered Repairs to qualified contractors with the assistance of a consulting engineer or other professionals;
 - (e) Draft one or more resolutions pertaining to the Administrator's proposed repair, the estimated cost or costs as applicable, the name of the engineering firm or other contractor to be hired to supervise or perform the work and put the resolution or resolutions to a $\frac{3}{4}$ vote of the owners for their approval and acceptance at a meeting called for such purpose;
 - (f) Act as the Strata Corporation's representative in respect of contracts with a general contractor and consulting engineer for the City Ordered Repairs.
4. Within 120 days of his appointment, and without prejudice to the Petitioners' right to claim costs for this Petition in accordance with the Rules of Court, the Administrator shall call a meeting of the owners to consider a resolution to reimburse the Petitioners for reasonable legal costs incurred by the Petitioners for these proceedings;
5. The Administrator shall be appointed for a term of one year with liberty to owners and the Administrator to apply for renewal or cancellation of his appointment, or replacement of the Administrator by a substitute administrator either by consent of all owners or by order of the Court;


- 3 -

6. The Administrator shall prepare a written report on the status of the Winding-Up and City Ordered Repairs, including his recommendations respecting the resolution of all outstanding issues regarding the Winding-up and City Ordered Repairs by no later than six months following the date of his appointment, and at six month intervals thereafter;
7. The Administrator may deliver any document or documents to the owners of the Strata Corporation by handing them to an adult occupant for each of the strata lots of the Strata Plan, or by mailing them by ordinary mail to the strata lot, unless otherwise directed by the court;
8. The Administrator shall deliver detailed monthly statements of account to the owners, and such accounts will be paid by the Strata Corporation from the operating or contingency reserve fund within 30 days, unless the account is disputed by any owner;
9. At the request of any owner the Administrator shall pass a disputed statement of account before the Registrar of the Supreme Court of British Columbia;
10. No person shall issue any legal process against the Administrator or any employee or representative of the Administrator without leave of the court;
11. The owners shall provide access to all information, records and documents requested by the Administrator relating to the Winding-up and City Ordered Repairs, and will authorize the Administrator, if necessary, to obtain information, records and documents held by third parties which relate to or assist with the Winding-up or City Ordered Repairs;
12. The Administrator may retain any necessary professionals and other assistance, including but not limited to independent legal counsel, building inspectors, engineers and contractors for opinion, advice and services in respect of his duties pursuant to his appointment as administrator;
13. The Administrator may apply to the court for direction or further court orders, and may appear on any proceeding relating to the Winding-up or City Ordered Repairs or his appointment, and may be represented by a lawyer for that purpose;
14. The Administrator may set the agenda, call and conduct all meetings of the Strata Corporation in relation to the Winding-up or City Ordered Repairs;
15. The Administrator may take whatever action is necessary, including the registration of certificates of lien and commencement of legal proceedings under the *Act*, to recover unpaid special levies from owners relating to the Winding-up or City Ordered Repairs;
16. The Strata Corporation will add the Administrator as a named insured on its errors and omissions insurance policy, at the expense of the Strata Corporation;

- 17. In the alternative, the Administrator may purchase liability insurance coverage for the work performed as the Administrator under his appointment, and all expenses associated in obtaining the insurance coverage will be charged to the Strata Corporation as an expense of the Strata Corporation;
- 18. The Administrator shall be reimbursed by the Strata Corporation in the amount of \$200.00 per hour, as well as \$40.00 per hour for word processing and \$40.00 per hour for bookkeeping and at cost for out of pocket expenses and disbursements;
- 19. The Petitioners claim for costs is adjourned generally; and
- 20. This consent order may be executed in counterpart.


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:

BY THE COURT



 G. Stephen Hamilton
 Counsel for the Petitioners

REGISTRAR _____

Per 

 Signature of Mike Walker
 Counsel for the Respondents,
 Anges Mui and Petislav Tovbis

 Signature of the Respondent,
 Dan Jacob Sonnenschein

 Signature of the Respondent,
 James Mok (No Response Filed)

 Signature of the Respondent,
 The Owners, Strata Plan VR 456 (No
 Response Filed)

- 17. In the alternative, the Administrator may purchase liability insurance coverage for the work performed as the Administrator under his appointment, and all expenses associated in obtaining the insurance coverage will be charged to the Strata Corporation as an expense of the Strata Corporation;
- 18. The Administrator shall be reimbursed by the Strata Corporation in the amount of \$200.00 per hour, as well as \$40.00 per hour for word processing and \$40.00 per hour for bookkeeping and at cost for out of pocket expenses and disbursements;
- 19. The Petitioners claim for costs is adjourned generally; and
- 20. This consent order may be executed in counterpart.

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:

G. Stephen Hamilton
Counsel for the Petitioners

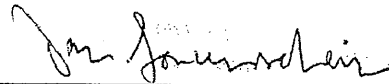
Signature of Mike Walker
Counsel for the Respondents,
Anges Mui and Petislav Tovbis

Signature of the Respondent,
James Mok (No Response Filed)

Digitally signed by
Tammen, J

Digitally signed by
Christopher
Stalmans

BY THE COURT



Signature of the Respondent,
Dan Jacob Sonnenschein

Signature of the Respondent,
The Owners, Strata Plan VR 456 (No
Response Filed)

This is Exhibit " P " referred to in the affidavit of Jillian Singh made before me at Vancouver this 6 day of August, 2021
A Commissioner for taking Affidavits within British Columbia

SPECIAL GENERAL MEETING MINUTES

THE OWNERS, STRATA PLAN VR 456 – SPRUCE WEST

DATE HELD: Wednesday, March 24, 2021
LOCATION: Virtual via Zoom
CALL TO ORDER: 6:30 PM

Owners in Attendance: Agnes Mui, 101 and 201
Peter Tovbis, 301
Michelle Mok and Dr. James Mok, 401
Tracey MacLennan and Suzanne Foster, Executors, 501
Dan Sonnenschein, 601

Also in Attendance: Paul Mendes, Lesperance Mendes
J. Garth Cambrey, Court Appointed Administrator

1. CALL TO ORDER

The Court Appointed Administrator, Mr. Garth Cambrey, called the meeting to order at 6:45 p.m.

2. CERTIFICATION OF PROXIES

Prior to the commencement of the Meeting, it was determined that six (6) votes were present in person and zero (0) votes were present by proxy for a total representation of six (6) votes.

3. DETERMINATION OF QUORUM

Mr. Cambrey advised that the quorum of two (2) votes had been met and declared the meeting competent to proceed with business.

4. ELECTION OF PERSON TO CHAIR THE MEETING

Mr. Cambrey advised that he would chair the meeting as the sole representative of the Strata Corporation and Strata Council under the terms of the April 17, 2020 B.C. Supreme Court Order.

5. PROOF OF NOTICE OF MEETING

Owners were advised that Notice of the Special General Meeting was distributed by email on February 19, 2021 in accordance with the *Strata Property Act* and the Strata Corporation bylaws.

It was **MOVED AND SECONDED (601/201)**

That Notice of the Meeting be accepted.

A vote was taken by a verbal poll and Mr. Cambrey declared the resolution to accept notice of the meeting

CARRIED UNANIMOUSLY

6. APPROVAL OF AGENDA

Mr. Cambrey confirmed the only new business items on the agenda were consideration 2 related resolutions about the windup and sale of the Strata Corporation. The agenda was distributed with the general meeting notice and Mr. Cambrey declared it approved as circulated.

7. APPROVAL OF THE PREVIOUS MINUTES

It was **MOVED AND SECONDED (501/601)** that the previous Special General Meeting minutes of February 11, 2021 be approved as distributed.

Following discussion, a vote was taken by a verbal poll and Mr. Cambrey declared the vote

CARRIED (5 votes in favour, 401 opposed)

8. UNFINISHED BUSINESS

The was no unfinished business.

9. NEW BUSINESS

a) Consideration of Resolution #1 - 80% Vote to windup and sell Strata Corporation

Before considering the 80% vote resolution, Mr. Cambrey advised that Dan Sonnenschein had brought to his attention that the list of owners' items excluded from the Purchase and Sale Agreement ("Agreement") between the Strata Corporation and Butterscotch Holdings. Inc. ("Butterscotch") did not appear to be referenced in the Agreement. Mr. Cambrey confirmed on his review of the Agreement and the prior Letter of Intent, he could not see that the listed items identified by the owners in August 2020 were properly identified in the Agreement.

Following discussion, Mr. Mendes suggested that it would be unlikely that Butterscotch would oppose amending the Agreement to include the listed items that had been agreed to previously.

It was then **MOVED AND SECONDED (601/301)**

By majority vote, that the Administrator be instructed to arrange for the list of owners' excluded items to be incorporated into the Agreement.

A vote was taken by a verbal poll and Mr. Cambrey declared the majority vote resolution

CARRIED UNANIMOUSLY

It was then **MOVED AND SECONDED (501/601)**

WHEREAS:

- A. The owners of the strata lots comprising The Owners, Strata Plan VR456, in light of the offer to purchase all of the lands and building comprising Strata Plan VR456 inclusive of all strata lots (collectively the "Strata Lands") received from Butterscotch Holdings Inc. ("Butterscotch"), want to voluntarily wind up The Owners, Strata Plan VR456 (the "Strata Corporation") with a liquidator (the "Liquidator") in accordance with Division 2 of Part 16 of the *Strata Property Act* (the "Act");
- B. Pursuant to section 277(1) of the *Strata Property Act* (the "Act"), an 80% vote resolution must be passed to approve the cancellation of a strata plan and the appointment of the Liquidator;
- C. The owners wish to approve disposition by the Liquidator of lands comprising Strata Plan VR456, including Strata Lots 1 through 6 inclusive, in accordance with:
 - (1) the purchase and sale agreement between the Strata Corporation and Butterscotch, dated November 6, 2020 (the "Purchase and Sale Agreement"); and
 - (2) the listing agreement between the Strata Corporation and Goodman Commercial Inc., dated July 9, 2020 (the "Listing Agreement"),

(collectively, the "Disposition");

- D. Pursuant to section 282(2) of the Act, before any land or personal property is disposed of, the Liquidator must obtain the approval of the disposition by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting, or the disposition is void;

BE IT RESOLVED by:

- (a) an 80% vote of the Strata Corporation that pursuant to sections 277 and 278 of the Act, the following be approved:
- (i) the appointment of Crow MacKay & Company Ltd. as represented by Mr. Derek Lai, with an address for business at 1100 – 1177 West Hastings Street, Vancouver, BC, as the liquidator;
 - (ii) the cancellation of Strata Plan VR456;
 - (iii) the dissolution of the Strata Corporation;
 - (iv) the surrender to the Liquidator of each owner's interest in:
 - A. land shown on the strata plan;
 - B. land held in the name of or on behalf of the Strata Corporation, but not shown on the strata plan, and
 - C. personal property held by or on behalf of the Strata Corporation;
 - (v) the estimated costs of the winding up as follows:
 - A. liquidator fees of \$5,000 per strata lot, plus taxes and disbursements;
 - B. legal fees of approximately \$5,000 per strata lot, plus taxes and disbursements;
 - C. real estate agent's commission (2% of purchase price plus taxes); and
 - D. court fees payable to the Province (approximately \$3,000);

provided that the actual costs of the winding up may vary from these estimates, and any variation will not require a further meeting or vote approval of the Strata Corporation;
 - (vi) the interest schedule referred to in section 278 of the Act, which is appended to this resolution as Schedule 1A;

- (b) a $\frac{3}{4}$ vote of the Strata Corporation that, pursuant to section 282 of the Act:
- (i) the Disposition be approved;
 - (ii) the terms, conditions, execution and delivery of each of the Purchase and Sale Agreement and the Listing Agreement be ratified.

END OF RESOLUTION #1

NOTES TO RESOLUTION #1:

If the owners vote in favour of the winding up and a sale of the Strata Plan VR456 complex to the purchaser, Butterscotch Holdings Inc. ("Butterscotch"), via this Resolution #1, there are provisions in the purchase and sale agreement (the "PSA") regarding the execution of individual purchase and sale agreements if all registered owners agree to the sale.

If all registered owners do not agree to sign individual purchase and sale agreements with Butterscotch in accordance with the PSA, the sale process must proceed through a winding up with a need for court approval. The court documents are to be filed with the Court within 60 days after this special general meeting.

Concerning the payment of the anticipated costs of the winding up, the PSA provides that, following waiver or satisfaction of the Third Mutual Condition (as that term is defined in the PSA), Butterscotch will authorize the release of up to \$50,000 to the Strata Corporation from Butterscotch's deposit posted by Butterscotch to contribute to the Strata Corporation's wind up costs, including legal and Liquidator's fees. Any additional wind up costs not covered by the previously approved expenditure or the deposit release would be paid out of the proceeds of the sale to Butterscotch.

In the event that all owners approve of the sale, the PSA provides that, following the closing of the purchase and sale of the Strata Lots as contemplated by the PSA, Butterscotch shall be responsible for the cancellation of the Strata Plan and the winding up of the Strata Corporation at the Butterscotch's own cost and expense.

**Schedule 1A to 80% Vote Resolution #1 - Interest Schedule
(Section 278(1) of the *Strata Property Act*)**

In accordance with section 278 of the *Strata Property Act*:

- (1)(a) State whether the strata corporation holds land in its name, or has land held on its behalf, that is not shown on the strata plan.

The Strata Corporation does not hold any land in its name, and does not have any land held on its behalf, that is not shown on the strata plan.

- (1)(b) Identify land shown on the strata plan and land held in the name of or on behalf of the strata corporation, but not shown on the strata plan, by legal description sufficient to allow the registrar to identify it in the records of the land title office.

Land	Legal Description
Common Property	
1	PID: 004 046 471 Strata Lot 1 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
2	PID: 004 046 480 Strata Lot 2 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
3	PID: 004 046 498 Strata Lot 3 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
4	PID: 004 046 501 Strata Lot 4 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
5	PID: 004 046 510 Strata Lot 5 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1
6	PID: 004 046 528 Strata Lot 6 District Lot 526 Strata Plan VR. 456, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form 1

- (1)(c) List the name and postal address of each owner.

	Name(s) of owner(s)	Postal Address of owner(s)
1	AGNES OY LINE MUI	#201 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
2	AGNES OY LINE MUI	#201 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
3	PETISLAV TOVBIS	#301 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
4	MICHELLE MARGARET ELIZABETH MOK and JAMES MOK, AS JOINT TENANTS	#401 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
5	TRACEY ANNE MACLENNAN and SUZANNE ELISE FOSTER, EXECUTORS OF THE WILL OF COLIN MACKENZIE MACLENNAN, DECEASED, SEE CA7213967	Tracey Anne MacLennan #209 - 250 East 11 th Street North Vancouver, BC V7L 2G7 Suzanne Elise Foster 2822 East Ken Avenue South Vancouver, BC V5S 4T4
6	DAN JACOB SONNENSCHNEIN	#601 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1

- (1)(d) List the name, postal address and the estimated value of the interest of each holder of a registered charge against the land.

Registered charges against the common property

NIL.

Registered charges against the Strata Lots

Strata Lot Number	Name of Holder of Registered Charge	Postal Address of Holder of Registered Charge	Estimated value of the interest of each holder of a registered charge against the land
NOTE TO OWNERS: Section 278(l)(d) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land - which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the building completes.			
1	No charges against strata lot.		
2	No charges against strata lot.		
3	No charges against strata lot.		
4	Bank of Montreal (Mortgage filed under CA268746)	2601 Granville Street, Vancouver BC, V6H 1N1	\$150,000.00
	Bank of Montreal (Mortgage filed under CA1583834)	865 Harrington Court, Burlington ON, L7N 3P3	\$156,000.00
	Bank of Montreal (Priority Agreement filed under CA164998, granting CA1583834 priority over CA268746).	865 Harrington Court, Burlington ON, L7N 3P3	N/A
5	Jennifer MacLennan (Judgment filed under R41955)	Not Disclosed - Unknown	Family law judgment dated September 19, 1979. Registered as a charge on May 5, 1987.
	Canadian Imperial Bank of Commerce (Mortgage filed under CA4232875)	501-1089 West Broadway, Vancouver BC, V5Z 1G8	\$100,000.00
6	No charges against strata lot.		

- (1)(e) List the name, postal address and interest of each creditor of the strata corporation who is not a holder of a registered charge against the land.

Strata Lot Number	Name of Creditor who is not a holder of a Registered Charge	Postal Address of Creditor who is not a holder of a Registered Charge	Estimated value of the interest of each Creditor who is not a holder of a Registered Charge
NOTE TO OWNERS: Section 278(l)(e) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all creditors who are not a holder of a registered charge against the land who have an interest in the land - which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is through debts that the Strata Corporation is aware of. It is acknowledged that this information may not be accurate. In any event financial charge information will need to be updated before a sale of the building completes.			
1	Clark Wilson LLP	900-885 W Georgia St Vancouver, BC V6C 3H1	\$16,780.78
2			
3			
4			
5			
6			

- (1)(f) List each owner's share of the proceeds of distribution in accordance with the Schedule of Interest Upon Destruction:

Strata Lot Number	Interest Upon Destruction	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (%)	Owner's Share of the Proceeds of Distribution Based Upon Interest Upon Destruction (Fraction)
1	123,000	16.2698413	171488323/1000000000
2	123,000	16.2698413	162698413/1000000000
3	123,000	16.2698413	162698413/1000000000
4	127,000	16.7989418	167989418/1000000000
5	130,000	17.1957672	171957672/1000000000
6	130,000	17.1957672	171957672/1000000000
Aggregate	756,000	100.000	1

*****END OF SCHEDULE 1A - INTEREST SCHEDULE*****
*****END OF 80% VOTE RESOLUTION #1*****

There was discussion on the requirement to use the Schedule of Interest Upon Destruction for division of the sale proceeds and owners were advised that is a requirement of the *Strata Property Act*, which does not permit the Schedule of Unit entitlement to be used.

There was also discussion on why the Clark Wilson LLP was included as a creditor of the Strata Corporation, when the Administrator had advised Clark Wilson LLP its invoices totaling about \$16,780 were not considered to be a proper expense of the Strata Corporation. Mr. Mendes advised that it was necessary to provide full disclosure of any potential creditors.

There was considerable discussion about the potential option for owners to sell their strata lots directly to Butterscotch ("100% Sale"), and how the distribution of funds would be made in such circumstances. Mr. Cambrey and Mr. Mendes advised that although Mr. Cambrey would not be directly involved in the process and could give no advice, he would assist in facilitating discussions between the owners and Butterscotch.

Mr. Cambrey then read the 80% vote resolution (excluding the preamble and schedules). A vote was then taken by a verbal poll and Mr. Cambrey declared the vote

CARRIED (5 of 6 votes or 83.33% in favour, 401 opposed)

b) Consideration of Resolution #2 - ¾ Vote Resolution to approve pay out of funds

It was then **MOVED AND SECONDED** (501/601)

WHEREAS:

A. By resolutions passed at this general meeting of The Owners, Strata Plan VR456 (the "**Strata Corporation**"), the owners of the strata lots comprising Strata Plan VR456 have approved, among other things, the following:

- (1) the voluntary winding up of the Strata Corporation in accordance with Section 277 of the *Strata Property Act* (the "**Act**");
- (2) the purchase and sale agreement between the Strata Corporation and Butterscotch Holdings Inc. ("**Butterscotch**"), dated November 6, 2020 (the "**Purchase and Sale Agreement**"); and
- (3) the listing agreement between the Strata Corporation and Goodman Commercial Inc., dated July 9, 2020.

B. The Purchase and Sale Agreement contemplates that the sale of the Lands (as defined in the Purchase and Sale Agreement) may, instead of proceeding through a voluntary winding up, proceed by way of the purchase and sale of all of the strata

lots comprising Strata Plan VR456, but only as long as each of the owner(s) of the applicable strata lot enters into a separate purchase and sale agreement with Butterscotch, before the grant of a vesting order to the liquidator by the BC Supreme Court; and

- C. If all of the owners of all of the strata lots comprising Strata Plan VR456 enter into purchase and sale agreements with Butterscotch (in accordance with Recital B of this resolution) the owners would like to:
- (1) pay out in accordance with the Schedule of Interest Upon Destruction, following the closing of the sales of all strata lots to Butterscotch, any funds remaining in the Strata Corporation's operating fund and contingency reserve fund (after all remaining financial obligations of the Strata Corporation have been met) to the owners (the "**Strata Fund Expenditures**");
 - (2) authorize the Administrator, on the Strata Corporation's behalf, to terminate, at an appropriate time to be determined by the Administrator, any contracts between the Strata Corporation and any contractor or service provider (collectively the "**Contract Terminations**").

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Strata Corporation that:

- (a) under sections 96 and 97 of the Act, the Strata Fund Expenditures be approved; and
- (b) Pursuant to section 27 of the Act, the Contract Terminations be approved.

END OF RESOLUTION #2

NOTES TO RESOLUTION #2:

The purchase and sale agreement allows for a sale of ALL of the strata lots individually to Butterscotch if the wind up resolution receives 100% approval and all registered owners execute individual purchase and sale agreements with Butterscotch.

If not all registered owners agree to sign individual purchase and sale agreements with Butterscotch in accordance with the Purchase and Sale Agreement, the sale process must proceed through a winding up with a need for court approval.

If individual agreements are signed by all registered owners, this resolution provides that any remaining contingency reserve funds and operating funds as of the closing date not used to pay the Strata Corporation's financial obligations would be paid out to the owners in accordance with the Schedule of Interest Upon Destruction. The

Strata Corporation's financial obligations would include the payment of the Strata Corporation's administrator and the administrator's legal advisors.

If not all owners sign a purchase and sale agreement with Butterscotch, the payment out of the Strata Corporation's funds in accordance with this Resolution #2 would not take place. Owners would instead receive their share of the remaining funds in the Strata Corporation as of closing of the sale to Butterscotch as part of the proceeds of sale paid out by the liquidator.

Following a brief discussion, a vote was then taken by a verbal poll and Mr. Cambrey declared the vote

CARRIED (5 of 6 votes or 83.33% in favour, 401 opposed)

10. TERMINATION

There being no further business, owners were thanked for their attendance and Mr. Cambrey terminated the meeting at 8:13 p.m.



This is Exhibit " Q " referred to in the ²⁵¹
affidavit of Jillian Such
made before me at Vancouver
this 6 day of August, 2024
[Signature]
A Commissioner for taking Affidavits
within British Columbia

NO. S215858
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

*Re: THE OWNERS OF STRATA PLAN VR456
IN THE MATTER OF DIVISION 2 OF PART 16 OF THE STRATA PROPERTY
ACT, SBC 1998, c. 43*

ORDER MADE AFTER APPLICATION

BEFORE ~~THE HONOURABLE~~
ASSOCIATE ~~JUSTICE~~ JUDGE MUIR

FRIDAY, THE 9TH DAY
OF FEBRUARY 2024.

ON THE **WITHOUT NOTICE** APPLICATION of the Liquidator, Crowe MacKay & Company Ltd., as represented by Mr. Derek Lai, liquidator of The Owners, Strata Plan VR456 (the "Liquidator"), coming on for hearing at Vancouver, British Columbia on the 9th day of February 2024; AND UPON HEARING, Claire Burton-Doyle, Counsel for the Liquidator;

THIS COURT ORDERS that:

1. The Order Made After Application entered in this proceeding on July 29, 2022 by Justice Matthews (the "Order") be amended by appending the following two schedules that are referred to in paragraph 4 of the Order:
 - (a) Schedule "A" – List of Registered Owners; and
 - (b) Schedule "B" – List of Chargeholders

(collectively, the "Schedules").

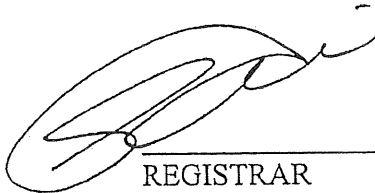
- 2. Attached to this order is a copy of the Order with the Schedules referred to in paragraph 4 of the Order appended.

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:



 Claire Burton-Doyle
 COUNSEL FOR THE LIQUIDATOR

BY THE COURT



 REGISTRAR

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

DATED: FEB 09 2024



 Authorized Signing Officer

Kade Chapman





NO. S215858
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

Re: THE OWNERS, STRATA PLAN VR456
IN THE MATTER OF DIVISION 2 OF PART 16
OF THE *STRATA PROPERTY ACT*, SBC 1998, c. 43

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE
JUSTICE MATTHEWS

WEDNESDAY, THE 30TH DAY
OF MARCH, 2022.

ON THE PETITION of the petitioner, Garth Cambrey, the court appointed administrator of The Owners, Strata Plan VR456, coming on for hearing by Microsoft Teams at Vancouver, BC on January 17-19, 2022, and on hearing Paul G. Mendes, counsel for the Petitioner; and on hearing Matthew Nied, counsel for the Respondents Michelle and James Mok; and on hearing Peter J. Roberts, Q.C., counsel for the liquidator, Crowe MacKay & Company Ltd; and no one appearing on behalf of Tracey Maclennan and Suzanne Foster, Agnes Mui, Dan Jacob Sonnenschein, or Petislav Tovbis, although duly served; and on reading the materials filed herein;

AND ON JUDGMENT BEING RESERVED to this date

THIS COURT ORDERS that:

1. The 80% vote resolution passed at the special general meeting of the strata corporation, The Owners, Strata Plan VR456 (the "**Strata Corporation**"), held on March 24, 2021, at which it was resolved to:

- (a) approve the voluntary winding-up of the Strata Corporation;

- (b) approve the appointment of Crowe MacKay & Company Ltd., as represented by Mr. Derek Lai, with an address for business at 1100 – 1177 West Hastings Street, Vancouver, B.C., as the liquidator (the “Liquidator”);
- (c) cancel Strata Plan VR456 (the “Strata Plan”);
- (d) dissolve the Strata Corporation;
- (e) surrender to the Liquidator of each owner's interest in:
 - (i) land shown on Strata Plan VR456; and
 - (ii) land held in the name of or on behalf of the Strata Corporation, but not shown on Strata Plan VR456

(the lands referred to in subparagraphs (i) and (ii) being collectively the “VR456 Lands”); and
 - (iii) personal property held by or on behalf of the Strata Corporation (the “VR456 Personal Property”);
- (f) approve the estimated costs of the winding up as follows:
 - (i) Liquidator fees of \$5,000 per strata lot, plus taxes and disbursements;
 - (ii) legal fees of approximately \$5,000 per strata lot, plus taxes and disbursements;
 - (iii) real estate agent's commission (2% of purchase price plus taxes);
 - (iv) court fees payable to the Province (approximately \$3,000);

provided that the actual costs of the winding up may vary from these estimates, and any variation will not require a further meeting or vote approval of the Strata Corporation;

be and is hereby confirmed.

2. The appointment of Crowe MacKay & Company Ltd., as represented by Mr. Derek Lai, with an address for business at 1100 – 1177 West Hastings Street, Vancouver, B.C., as the liquidator of the Strata Corporation be and is hereby confirmed.

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 its 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 owners set out on Schedule "A" to this Order (collectively, the "Strata Owners") in:

- (a) the VR456 Lands; and
- (b) the VR456 Personal Property.

shall be surrendered to and vest in the Liquidator, subject to the mortgages, assignments of rent and liens registered on title to Strata Lots 1 to 6 of the VR456 Lands and as set out in Schedule "B" to this Order.

5. It is hereby declared that, upon the surrender to and vesting in the Liquidator of title to the VR456 Lands, it has been proven to the satisfaction of the court on investigation that the Liquidator has good, safeholding and marketable title to the VR456 Lands.

6. It is ordered that the authority and powers of the Liquidator shall include:
- (a) To expend the balance of the funds in the contingency reserve fund as may be required to pay for the legal, liquidation and other transaction costs of the winding up;
 - (b) To the extent that the costs of the legal, liquidation and other transaction costs exceed the total of the contingency reserve fund then to be paid reasonable remuneration out of the proceeds of the sale of the VR456 Lands, subject to the right of any VR456 Owner to assess that remuneration;
 - (c) To employ or retain such other professional services or advisors that are reasonably necessary for the winding up of the Strata Corporation and the cancellation of the Strata Plan;
 - (d) To deal with any creditors of the Strata Corporation, including the payment, compromise or settlement of any claims by those creditors;
 - (e) To pay costs, charges and expenses, including Administrator's fees, properly incurred and to be incurred with respect to the winding up of the Strata Corporation and the cancellation of the Strata Plan;
 - (f) To market and negotiate the sale of VR456 Personal Property;
 - (g) To sell the VR456 Lands subject to the requirements of section 282 of the *Strata Property Act* or further order of the Court, and specifically to enter into all necessary documents and agreements whether on behalf of the Strata Corporation or in its own capacity to facilitate the sale of the VR456 Lands;
 - (h) To distribute the proceeds from the sale of the VR456 Lands and the VR456 Personal Property in accordance with the Interest Schedule; and

- (i) In the discretion of the Liquidator, to seek further orders or directions as may be necessary from the Court.

7. The sale of the VR456 Lands pursuant to a purchase and sale agreement dated November 6, 2020 (the "PSA") between Butterscotch Holdings Inc., as purchaser, and The Owners, Strata Plan VR456, as vendor, be and is hereby approved.

8. The Interest Schedule be and is hereby approved, and it is ordered 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 the winding-up of the VR456 Lands and the VR456 Personal Property.

9. Pursuant to section 100(4)(a) of the *Land Title Act*, RSBC 1996, c. 250, the consents of the owners in fee simple of each of the strata lots comprising the Strata Plan and each holder of a registered charge on title to any of the strata lot comprising the Strata Plan 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 VR456 Lands.

10. The Petitioner and the Liquidator are entitled to recover their respective fees and 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 the sale of the VR456 Lands and the VR456 Personal Property.

11. If necessary, all or a part of the proceeds from the sale of the VR456 Lands and the VR456 Personal Property shall be paid into an interest bearing trust account which accrues to the benefit of the strata lot owners, held by counsel for the Liquidator, Lawson Lundell LLP, and shall be paid out as directed by the Liquidator in accordance with the Interest Schedule.

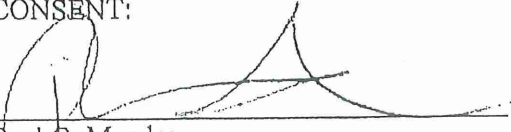
12. Upon closing in accordance with the terms of the PSA, the sale proceeds, including deposits and after adjustments, shall be paid by or on behalf of the Purchaser to Lawson Lundell LLP in trust and may be paid out or dealt with by Lawson Lundell LLP in the

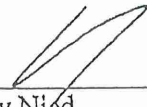
following manner in accordance with the terms of this Order and at the direction of the Liquidator:


- (a) Firstly, in payment of all matters of adjustment with respect to the sale of the VR456 Lands, including without limitation outstanding water and sewer rates, and interest and penalties thereon owing in connection with the VR456 Lands (the "Adjustments") and, in the event any strata lot owner(s) is responsible for all or a part of the Adjustments paid pursuant to this subparagraph, then the amount of the Adjustments attributable to that strata unit owner(s) and paid from the sale proceeds (the "Individual Adjustment") shall be deducted from that portion of the sale proceeds otherwise to be paid to that strata lot owner(s);
- (b) Secondly, in payment of any legal fees, including disbursements and taxes, real estate commission, Administrator (defined below) fees, including disbursements and taxes, appraiser's fees, Liquidator fees and disbursements (including legal fees) and other similar expenses incurred by the Petitioner in relation to this proceeding and the sale of the VR456 Lands;
- (c) Thirdly, the remainder of the sale proceeds shall be divided rateably among the strata lot owners of the VR456 Lands in accordance with the Interest Schedule and, in advance of any payment to the strata unit owners;
 - (i) any Individual Adjustments paid on behalf of the particular strata lot owner(s) shall be deducted from the individual entitlement of the particular strata lot owner(s);
 - (ii) in the case of any strata lot owner(s) with mortgages and/or other financial charges or encumbrances registered on title to their interest in the VR456 Lands, payment of the outstanding balance on such obligations shall be made to each of the mortgagees and/or creditors (as the case may be) from the individual entitlement of the particular strata lot owner(s); and
 - (iii) the remainder of the sale proceeds attributed to a particular strata lot owner(s) shall be paid to that owner(s) or as directed in writing by that strata lot owner(s).

13. 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 Strata Plan VR456.

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:


Paul G. Mendes
COUNSEL FOR THE PETITIONER


Matthew Njed
COUNSEL FOR THE RESPONDENTS
MICHELLE MOK and JAMES MOK


Peter J. Roberts, Q.C.
COUNSEL FOR THE LIQUIDATOR

BY THE COURT
Digitally signed by
Matthews, J

Digitally signed by
Leung, Winnie

REGISTRAR

Schedule A

List of Registered Owners

	Name(s) of owner(s)	Postal Address of owner(s)
1	AGNES OY LINE MUI	#201 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
2	AGNES OY LINE MUI	#201 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
3	PETISLAV TOVBIS	#301 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
4	MICHELLE MARGARET ELIZABETH MOK and JAMES MOK, AS JOINT TENANTS	#401 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1
5	TRACEY ANNE MACLENNAN and SUZANNE ELISE FOSTER, EXECUTORS OF THE WILL OF COLIN MACKENZIE MACLENNAN, DECEASED, SEE CA7213967	Tracey Anne MacLennan #209 - 250 East 11 th Street North Vancouver, BC V7L 2G7
		Suzanne Elise Foster 2822 East Ken Avenue South Vancouver, BC V5S 4T4
6	DAN JACOB SONNENSCHNEIN	#601 - 1089 West 13 th Avenue Vancouver, BC V6H 1N1

Schedule B

List of Chargeholders

Strata Lot Number	Name of Holder of Registered Charge	Postal Address of Holder of Registered Charge	Estimated value of the interest of each holder of a registered charge against the land
NOTE TO OWNERS: Section 278(l)(d) of the <i>Strata Property Act</i> requires that the interest schedule list the names of all registered charge holders (such as mortgage companies) who have an interest in the land - which includes every strata lot. As the Strata Corporation has no authority to contact the charge holders of each of the strata lots to ask for an updated statement of what is owing, the only available information regarding amounts set out in column D of this table is that set out in the documents that the charge holders filed in the Land Title Office. It is acknowledged that this information may not be accurate. In any event, mortgage and other financial charge information will need to be updated before a sale of the building completes.			
1	No charges against strata lot.		
2	No charges against strata lot.		
3	No charges against strata lot.		
4	Bank of Montreal (Mortgage filed under CA268746)	2601 Granville Street, Vancouver BC, V6H 1N1	\$150,000.00
	Bank of Montreal (Mortgage filed under CA1583834)	865 Harrington Court, Burlington ON, L7N 3P3	\$156,000.00
	Bank of Montreal (Priority Agreement filed under CA164998, granting CA1583834 priority over CA268746).	865 Harrington Court, Burlington ON, L7N 3P3	N/A
5	Jennifer MacLennan (Judgment filed under R41955)	Not Disclosed - Unknown	Family law judgment dated September 19, 1979. Registered as a charge on May 5, 1987.
	Canadian Imperial Bank of Commerce (Mortgage filed under CA4232875)	501-1089 West Broadway, Vancouver BC, V5Z 1G8	\$100,000.00
6	No charges against strata lot.		

NO. S215858
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH
COLUMBIA

*Re: THE OWNERS OF STRATA PLAN VR456
IN THE MATTER OF DIVISION 2 OF PART 16
OF THE STRATA PROPERTY
ACT, SBC 1998, c. 43*

ORDER MADE AFTER APPLICATION



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Phone: (604) 685-3456

Attention: Peter J. Roberts K.C. / Claire Burton Doyle

CMB2/esk

TITLE SEARCH PRINT

File Reference: 37152-156374

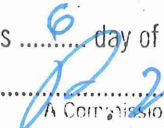
Declared Value \$536904

2023-02-23, 16:01:18

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District Land Title Office	VANCOUVER VANCOUVER
Title Number From Title Number	CB481752 BH39110
Application Received	2023-02-17
Application Entered	2023-02-22
Registered Owner in Fee Simple Registered Owner/Mailing Address:	BUTTERSCOTCH HOLDINGS INC., INC.NO. BC644382 300 235 15TH STREET WEST VANCOUVER, BC V7T 2X1
Taxation Authority	Vancouver, City of
Description of Land Parcel Identifier: Legal Description:	004-046-471 STRATA LOT 1 DISTRICT LOT 526 STRATA PLAN VR. 456, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

This is Exhibit " R " referred to in the
 affidavit of Jillian Sych
 made before me at Vancouver
 this 6 day of August, 2024

 A Commissioner for taking Affidavits
 within British Columbia

TITLE SEARCH PRINT

File Reference: 37152-156374

Declared Value \$536904

2023-02-23, 16:01:18

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB481760
From Title Number	GB9798
Application Received	2023-02-17
Application Entered	2023-02-22
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	BUTTERSCOTCH HOLDINGS INC., INC.NO. BC644382 300 235 15TH STREET WEST VANCOUVER, BC V7T 2X1
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	004-046-480
Legal Description:	STRATA LOT 2 DISTRICT LOT 526 STRATA PLAN VR. 456, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT

File Reference: 37152-156374

Declared Value \$536904

2023-02-23, 16:01:18

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB462023
From Title Number	BX397789
Application Received	2023-02-03
Application Entered	2023-02-07
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	BUTTERSCOTCH HOLDINGS INC., INC.NO. BC644382 300 235 15TH STREET WEST VANCOUVER, BC V7T 2X1
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	004-046-498
Legal Description:	STRATA LOT 3 DISTRICT LOT 526 STRATA PLAN VR. 456, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT

File Reference: 37152-156374

Declared Value \$567460

2023-03-06, 14:42:50

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB470302
From Title Number	CA7213967
Application Received	2023-02-09
Application Entered	2023-02-21
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	BUTTERSCOTCH HOLDINGS INC., INC.NO. BC644382 305 235 15TH STREET WEST VANCOUVER, BC V7T 2X1
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	004-046-510
Legal Description:	STRATA LOT 5 DISTRICT LOT 526 STRATA PLAN VR. 456, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT

File Reference: 37152-156374

Declared Value \$567460

2023-02-23, 16:01:19

Requestor: Jillian Sych

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

Title Issued Under	STRATA PROPERTY ACT (Section 249)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	CB479918
From Title Number	BP273680
Application Received	2023-02-16
Application Entered	2023-02-21
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	BUTTERSCOTCH HOLDINGS INC., INC.NO. BC644382 300 235 15TH STREET WEST VANCOUVER, BC V7T 2X1
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	004-046-528
Legal Description:	STRATA LOT 6 DISTRICT LOT 526 STRATA PLAN VR. 456, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

TITLE SEARCH PRINT

File Reference: 037152-156374

Declared Value \$ 257000

2023-11-07, 10:11:23

Requestor: Jillian Sych

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

Title Issued Under	CONDOMINIUM ACT (Section 3)
Land Title District	VANCOUVER
Land Title Office	VANCOUVER
Title Number	BN29072
From Title Number	BL265255
Application Received	1999-02-04
Application Entered	1999-02-22
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	MICHELLE MARGARET ELIZABETH MOK, TEACHER JAMES MOK, PSYCHOLOGIST 401 - 1089 WEST 13TH AVENUE VANCOUVER, BC V6H 1N1 AS JOINT TENANTS
Taxation Authority	Vancouver, City of
Description of Land	
Parcel Identifier:	004-046-501
Legal Description:	STRATA LOT 4 DISTRICT LOT 526 STRATA PLAN VR. 456, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1.
Legal Notations	NONE
Charges, Liens and Interests	
Nature:	MORTGAGE
Registration Number:	CA268746
Registration Date and Time:	2006-08-14 08:59
Registered Owner:	BANK OF MONTREAL
Nature:	MORTGAGE
Registration Number:	CA1583834
Registration Date and Time:	2010-05-31 08:36
Registered Owner:	THE BANK OF MONTREAL

This is Exhibit " 5 " referred to in the
affidavit of Jillian Sych
made before me at Vancouver
this 6 day of August, 2024
[Signature]
Commissioner for taking Affidavits
within British Columbia

TITLE SEARCH PRINT

File Reference: 037152-156374

Declared Value \$ 257000

Nature:	PRIORITY AGREEMENT
Registration Number:	CA1649987
Registration Date and Time:	2010-07-10 08:50
Remarks:	GRANTING CA1583834 PRIORITY OVER CA268746

Duplicate Infeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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1. Application

Document Fees: \$78.17

Madaisky Pollock
B520 20020 84th Ave
Langley BC V2Y 5K9
6046838885

2. Description of Land

PID/Plan Number	Legal Description
EPP134356	LOT 1 BLOCK 415 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP134356

Market Value
\$3,300,000.00

3. Consideration

\$3,300,000.00

4. Transferor(s)

CROWE MACKAY & COMPANY LTD., NO.BC0302780, LIQUIDATOR OF THE LANDS FORMERLY KNOWN AS STRATA PLAN VR.456

5. Freehold Estate Transferred

FEE SIMPLE

6. Transferee(s)

BUTTERSCOTCH HOLDINGS INC. 300 235 15TH STREET WEST VANCOUVER BC V7T 2X1	BC644382
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This is Exhibit "T" referred to in the affidavit of Jillian Rich made before me at Vancouver this 6 day of August, 2024

A Commissioner for taking Affidavits within British Columbia



7. Execution(s)

The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s).

Witnessing Officer Signature

Lisa A. Frey
Barrister & Solicitor
 1600-925 West Georgia Street
 Vancouver BC V6C 3L2

Execution Date

YYYY-MM-DD

2024-01-12

Transferor / Transferee / Party Signature(s)

Crowe Mackay & Company Ltd.
 By their Authorized Signatory

Derek Lai

(604) 685-3456

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Aaron Philip
Madaisky TVUV3Z

Digitally signed by
Aaron Philip Madaisky
TVUV3Z
Date: 2024-01-15
14:23:30 -08:00

TITLE SEARCH PRINT

File Reference: 039565-160191

Declared Value \$3300000

2024-08-01, 13:33:06 ²⁷²

Requestor: Jillian Sych

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

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CB1119155
From Title Number CB1119153

Application Received 2024-01-15

Application Entered 2024-02-12

Registered Owner in Fee Simple
Registered Owner/Mailing Address: BUTTERSCOTCH HOLDINGS INC., INC.NO. BC644382
300 235 15TH STREET
WEST VANCOUVER, BC
V7T 2X1

Taxation Authority Vancouver, City of

Description of Land
Parcel Identifier: 032-154-534
Legal Description:
LOT 1 BLOCK 415 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP134356

Legal Notations NONE

Charges, Liens and Interests NONE

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

This is Exhibit " u " referred to in the
affidavit of Jillian Sych
made before me at Vancouver
this 6 day of August, 2024
[Signature]
A Commissioner for taking Affidavits
within British Columbia